

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 63
2. CONTRACT NO. HQ0034-11-D-0002	3. SOLICITATION NO. HQ0034-10-R-0046	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 02 Aug 2010	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY WHS - ACQUISITION DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155		CODE HQ0034	8. ADDRESS OFFER TO (If other than Item 7) WHS ACQUISITION DIRECTORATE 1777 NORTH KENT ST SUITE 12063 ARLINGTON VA 22209-2133		CODE HQ0034
TEL: FAX:		TEL: FAX:			

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 01:00 PM local time 13 Sep 2010
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME PATRICIA WATSON	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (703) 696-4099	C. E-MAIL ADDRESS patricia.watson@whs.mil
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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR NETCENTRICS CORPORATION ROBERT J. DOUGHERTY 1953 GALLOWAY RD STE 888 VIENNA VA 22182-3997	CODE 1PYB3	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) ROBERT J. DOUGHERTY / PRESIDENT
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15B. TELEPHONE NO (include area code) (703) 714-7345 X001	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT (b)(4) EST	21. ACCOUNTING AND APPROPRIATION
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22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 3304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)
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24. ADMINISTERED BY (If other than Item 7) See Item 7	CODE	25. PAYMENT WILL BE MADE BY DFAS INDIANAPOLIS 8899 E. 58TH STREET INDIANAPOLIS IN 46249-1510	CODE HQ0347
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26. NAME OF CONTRACTING OFFICER (Type or print) DAVID L. PRICE TEL: 703-696-3970 EMAIL: DAVID.PRICE@WHS.MIL	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE 06-Apr-2011
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

PRICING

B.1 GENERAL

This is a Multiple Award, Indefinite Delivery, Indefinite Quantity (MA/IDIQ) contract to provide information technology solutions through performance of a broad range of services which include the integration of various types of support critical to the services being acquired.

The Contractor shall provide labor, hardware/software, and other equipment and materials required to provide a wide range of net-centric integrated IT support, services, and supplies for customers and organizations to support IT systems and customers in the OSD community.

Hereafter, this MA/IDIQ will be referred to as the “Basic Contract” while task orders issued under the Basic Contract will be referred to as “Order(s)”.

B.2 MAXIMUM CONTRACT CEILING AND MINIMUM CONTRACT GUARANTEE

The total maximum quantity of all supplies and services under the Basic Contract (for all awardees combined) shall not exceed \$495 million including all options. The total minimum guaranteed by the Government is \$2,500 for each awardee. The minimum applies only to the base period. There is no minimum guarantee for the option periods.

The following is an example of the CLIN structure that will be used for the Basic Contract (please note: the base period is for 24-months; option periods are for 12-months):

Base Period (24-Months)		
CLIN	Supplies/Services	Maximum Amount
0001	Fixed Price Orders	(b)(4)
0002	Cost-reimbursement (CPFF) Orders	
0003	Other Direct Costs (ODCs) excluding travel	
0004	Travel outside the National Capital Region (NCR)	
Option Period 1 (12-Months)		
CLIN	Supplies/Services	Maximum Amount
1001	Fixed Price Orders	(b)(4)
1002	Cost-reimbursement (CPFF) Orders	
1003	Other Direct Costs (ODCs) excluding travel	
1004	Travel outside the NCR	
Option Period 2 (12-Months)		
CLIN	Supplies/Services	Maximum Amount
2001	Fixed Price Orders	(b)(4)
2002	Cost-reimbursement (CPFF) Orders	
2003	Other Direct Costs (ODCs) excluding travel	
2004	Travel outside the NCR	
Option Period 3 (12-Months)		
CLIN	Supplies/Services	Maximum Amount
3001	Fixed Price Orders	(b)(4)
3002	Cost-reimbursement (CPFF) Orders	
3003	Other Direct Costs (ODCs) excluding travel	
3004	Travel outside the NCR	

B.3 CEILING RATES/FEES – APPLICABLE TO ALL TASK ORDERS

- (a) Refer to Attachment B-1 in Section J.
- (b) The fully-burdened labor rates in Attachment B-1 shall remain fixed throughout the life of the contract, including options, and will serve as the basis of negotiating/awarding firm fixed price and fixed price level-of-effort type task orders applicable to CLIN X001.
- (c) The fixed fee in Attachment B-1 shall remain fixed throughout the life of the contract, including all options, and will serve as the basis of negotiating/awarding cost plus fixed fee (CPFF) type task orders applicable to CLIN x002. Contractor compliance with the maximum fee rate is applicable at the time of task order award and is based on the ratio of fixed fee to the estimated cost. A proposed fee that is higher than the maximum fee rate shall render the contractor's proposal unacceptable. Fee becomes a fixed dollar amount at the time of task order award and is subject to the provisions of the Level of Effort clause of the contract. The maximum fee rate shall flow down to all subcontractors/consultants included as part of your (the Prime) proposal. The maximum fee rate is not applicable to actual performance of the task order.
- (d) The mark-up rates in Attachment B-1 shall remain fixed throughout the life of the contract, including options, for all orders, which are applicable to CLINs x003 and x004
- (e) The maximum pass-through mark-up rate in Attachment B-1 that may be charged against any non-ODC CLIN where labor is proposed shall remain fixed throughout the life of the contract, including all options.
- (1) The Prime Contractor may not apply any additional fees or burdens on the elements of pass through.
 - (2) Other than the elements of pass-through, no additional costs, charges, indirect rates (such as overhead or G&A) or fees may be proposed or applied to subcontract costs.
 - (3) For purposes of the maximum pass-through, any effort provided by a division, subsidiary or any other entity of the prime contractor shall not be considered subcontracted effort and all fee/profit must be provided at the prime level subject to the limitations specified in the contract.
 - (4) For purposes of calculating the pass-through rate, the pass through rate is defined as the cumulative amount of the two elements listed below divided by the price paid to the subcontractor or the vendor:
 - any and all indirect costs including, but not limited to, program management, subcontract management, invoice processing, Quality Assurance, overhead, material handling charges, G&A, burdens and mark-ups; and
 - any and all prime contractor profit or fee* (*for purposes of this contract, "fee" means "fixed fee" in cost-plus-fixed-fee type task orders.)
- (f) No fee is allowed on Other Direct Costs. Indirect cost elements such as G&A and material handling, not to exceed the specified rate, may be applied but may not include fee.

B.4 ORDER TYPE PREFERENCE

The types of orders authorized under this contract are as follows:

- (1) Firm-fixed-price
- (2) Firm-fixed-price, level-of-effort term
- (3) Cost-reimbursement (Cost-plus-fixed-fee)

B.5 ORDER PRICING (ALL ORDER TYPES)**B.5.1 Fixed Price**

The Contracting Officer must determine fair and reasonable pricing for all Fixed-Price orders in accordance with FAR 15.4, Pricing, and FAR 16.2, Fixed-Price Contracts.

B.5.2 Cost Reimbursement (CPFF)

The Contracting Officer must determine fair and reasonable pricing, analyze and negotiate profit for all Cost-Reimbursement Orders, in accordance with FAR 15.4, Pricing, and FAR 16.3, Cost-Reimbursement Contracts.

Contractors are required to have an adequate cost accounting system for Cost Reimbursable type Orders in accordance with FAR 16.301-3(a) (1). Contractors will be required to submit a cost proposal with supporting information for each cost element, including, but not limited to, Direct Labor, Fringe Benefits, Overhead, General and Administrative (G&A) expenses, Facilities Capital Cost of Money, Other Direct Costs, and Profit consistent with their cost accounting system, provisional billing rates, and forward pricing rate agreements.

The Government will reimburse the Contractor for all reasonable, allowable, and allocable costs in accordance with FAR 31, Contract Cost Principles and Procedures.

B.5.3 Travel Pricing (ALL ORDER TYPES)

Travel will be reimbursed at actual cost in accordance with the limitations set forth in FAR 31.205-46. Profit shall not be applied to travel costs. Contractors may apply indirect costs to travel, not to exceed the specified rate, in accordance with the Contractor's usual accounting practices consistent with FAR 31.2. The Contracting Officer will identify a not-to-exceed travel ceiling under a separate CLIN on the Order.

B.6 LABOR SUBJECT TO THE DAVIS BACON ACT

The Basic Contract does not include all applicable flow-down clauses for labor categories subject to the Davis Bacon Act. Each Order must be tailored to include the appropriate clauses.

B.7 SERVICE CONTRACT ACT (SCA)

- a. The Basic Contract's labor categories are considered bona-fide executive, administrative, professional labor and generally exempt from the Service Contract Act.
- b. To the extent that any labor is subject to the SCA and within scope of an Order and the Basic Contract, the Contracting Officer will identify such work under a separate CLIN on the Order and apply wages in accordance with FAR 22.10, Service Contract Act Wage Determinations.
- c. The Basic Contract does not include all applicable flow-down clauses for labor categories subject to the Service Contract Act. Each Order will be tailored to include the appropriate clauses.

B.8 LABOR OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS)

It is anticipated that there may be limited Orders for work OCONUS. The U.S. Department of State's Bureau of Administration, Office of Allowances, (<http://www.state.gov/m/a/als/>), publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter's allowances, hardship differentials, and danger pay allowances for Contractors to follow when proposing on OCONUS efforts. No allowances, other than those listed by the U. S. Department of State, shall be allowed on Orders.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Dollars, U.S.	(b)(4)	(b)(4)
	Fixed Price FFP Orders under this CLIN will be Firm Fixed Price or Fixed Price LOE (Level of Effort)				
	Maximum Amount	(b)(4)			

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Dollars, U.S.		(b)(4)
	Cost Reimbursement CPFF Orders under this CLIN will be Cost Plus Fixed Fee				
	Maximum Amount	(b)(4)			
			ESTIMATED COST	(b)(4)	(EST.)
			FIXED FEE	(b)(4)	(EST.)
			TOTAL EST COST + FEE	(b)(4)	(EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Dollars, U.S.		\$8,900,000.00
	Other Direct Cost (ODC) COST				
	Maximum Amount: \$8,900,000				
				ESTIMATED COST	\$8,900,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Dollars, U.S.		\$1,000,000.00
	Travel COST				
	Travel for this contract must be in accordance with FAR 31.205-46, "Travel costs." Any travel outside of this regulation may be at the contractor's expense. All costs associated with this line item must be approved by the Contracting Officer before costs are incurred. Maximum Amount: \$1,000,000				
				ESTIMATED COST	\$1,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		1	Dollars, U.S.	(b)(4)	(b)(4)
OPTION	Fixed Price FFP				
	Orders under this CLIN will be Firm Fixed Price or Fixed Price LOE (Level of Effort)				
	Maximum Amount (b)(4)				

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002			Dollars, U.S.		(b)(4)
OPTION	Cost Reimbursement CPFF Orders under this CLIN will be Cost Plus Fixed Fee				
	Maximum Amount:	(b)(4)			
				ESTIMATED COST	(b)(4) (EST.)
				FIXED FEE	(b)(4) (EST.)
				TOTAL EST COST + FEE	(b)(4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003			Dollars, U.S.		\$4,450,000.00
OPTION	Other Direct Cost (ODC) COST				
	Maximum Amount: \$4,450,000				
				ESTIMATED COST	\$4,450,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004			Dollars, U.S.		\$500,000.00
OPTION	Travel COST				
	Travel for this contract must be in accordance with FAR 31.205-46, "Travel costs." Any travel outside of this regulation may be at the contractor's expense. All costs associated with this line item must be approved by the Contracting Officer before costs are incurred. Maximum Amount: \$500,000				
				ESTIMATED COST	\$500,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		1	Dollars, U.S.	(b)(4)	(b)(4)
OPTION	Fixed Price FFP				
	Orders under this CLIN will be Firm Fixed Price or Fixed Price LOE (Level of Effort)				
	Maximum Amount:	(b)(4)			

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002			Dollars, U.S.		(b)(4)
OPTION	Cost Reimbursement CPFF				
	Orders under this CLIN will be Cost Plus Fixed Fee				
	Maximum Amount:	(b)(4)			

ESTIMATED COST
FIXED FEE
TOTAL EST COST + FEE

(b)(4) (EST.)
(b)(4)
(b)(4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003			Dollars, U.S.		\$4,450,000.00
OPTION	Other Direct Cost (ODC) COST				
	Maximum Amount: \$4,450,000				
				ESTIMATED COST	\$4,450,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004			Dollars, U.S.		\$500,000.00

OPTION Travel
COST

Travel for this contract must be in accordance with FAR 31.205-46, "Travel costs." Any travel outside of this regulation may be at the contractor's expense. All costs associated with this line item must be approved by the Contracting Officer before costs are incurred. Maximum Amount: \$500,000

ESTIMATED COST \$500,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		1	Dollars, U.S.	(b)(4)	(b)(4)

OPTION Fixed Price
FFP

Orders under this CLIN will be Firm Fixed Price or Fixed Price LOE (Level of Effort)

Maximum Amount (b)(4)

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002			Dollars, U.S.		(b)(4)
OPTION	Cost Reimbursement CPFF Orders under this CLIN will be Cost Plus Fixed Fee				
	Maximum Amount:	(b)(4)			
				ESTIMATED COST	(b)(4) (EST.)
				FIXED FEE	(b)(4)
				TOTAL EST COST + FEE	(b)(4) (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003			Dollars, U.S.		\$4,450,000.00
OPTION	Other Direct Cost (ODC) COST Maximum Amount: \$4,450,000				
				ESTIMATED COST	\$4,450,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004			Dollars, U.S.		\$500,000.00
OPTION	Travel COST Travel for this contract must be in accordance with FAR 31.205-46, "Travel costs." Any travel outside of this regulation may be at the contractor's expense. All costs associated with this line item must be approved by the Contracting Officer before costs are incurred. Maximum Amount: \$500,000				
				ESTIMATED COST	\$500,000.00 (EST.)

Section C - Descriptions and Specifications

STATEMENT OF OBJECTIVES

C.1 STATEMENT OF OBJECTIVES

Refer to Attachment C-1 Statement of Objectives. All attachments can be found in Section J.

Section D - Packaging and Marking

REQUIREMENTS

D.1 PRESERVATION, PACKAGING, PACKING, AND MARKING

Preservation, packaging, packing and marking of all deliverables must conform to normal commercial packing standards to assure safe delivery at destination.

D.2 UNCLASSIFIED AND CLASSIFIED MARKING

Unclassified data shall be prepared for shipment in accordance with requirements set forth in the Order, or if none is specified, pursuant to industry standards. Classified reports, data, and documentation shall be prepared for shipment in accordance with requirements set forth in the Order, or if none is specified, pursuant to the National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M.

D.3 SOFTWARE AND MAGNETIC MEDIA MARKING

Packages containing software or other magnetic media shall be marked in accordance with requirements set forth in the Order, or if none is specified, shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/ MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS".

D.4 MARKING OF REPORTS

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report: *

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor

*To be completed at the Task Order level, when applicable.

(END OF SECTION D)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-16	Responsibility For Supplies	APR 1984

Section F - Deliveries or Performance

REQUIREMENTS**F.1 ORDERING PERIOD OF BASIC CONTRACT**

The base ordering period is two (2) years, with three (3) one-year option periods.

Period	Duration
Base	24 months, commencing at award
Option 1	12 months
Option 2	12 months
Option 3	12 months

F.2 TASK ORDER PERIOD OF PERFORMANCE

The term for each Order placed under the Basic Contract shall be specified in the individual Order. Under no circumstances may an Order be placed under the Basic Contract if the Basic Contract has expired, or has been terminated or cancelled by the Government. No Orders may exceed five (5) years, inclusive of options, from the date that the Order is placed; however, refer to FAR 52.216-22. An order placed before expiration or termination of the Basic Contract may, unless otherwise terminated by the Government, be completed after termination or expiration of the Basic Contract under the terms and conditions of the Basic Contract and the order.

F.3 PLACE OF PERFORMANCE

The place of performance and/or delivery requirements will be specified in each individual Order.

F.4 DELIVERABLES

Individual Task Orders will specify the deliverables, the frequency and specific delivery date. However, the Government reserves the right to request deliverable(s) under the Basic Contract from each ID/IO holder if necessary.

CLAUSES INCORPORATED BY REFERENCE

52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

Section G - Contract Administration Data

REQUIREMENTS**G.1 ORDERING (INDEFINITE DELIVERY TYPE CONTRACTS)**

This section provides guidance regarding contract administration for the Basic Contract, and where applicable, for each Order placed under the Basic Contract. Additional contract administration requirements may be specified in each task order.

G.2 AUTHORIZED USERS

Pursuant to FAR 16.504(a) (4) (vi), only authorized users may place orders under the Basic Contract. In order to qualify as an authorized user, a duly warranted Contracting Officer (as that term is defined in FAR 2.1) in good standing must have an appropriate signed delegation of authority from Contracting Officer. For purposes of this Basic Contract, Warranted Contracting Officers of the Washington Headquarters Services Acquisition Directorate are authorized ordering officers.

Only Washington Headquarters Services, Acquisition Directorate Contracting Officers are authorized to issue orders or modifications/changes to orders under this contract, unless otherwise delegated to the Defense Contract Management Agency designated in block 24 (on page 1 of the contract). Supplies or services to be furnished under this contract shall be furnished at such times solely as ordered by the issuance of Orders by the Contracting Officer. All orders are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order.

G.3 ORDERING PROCESS AND PROCEDURES

G.3.1 General. One or more task orders (TOs) may be issued during the performance period of this contract. The Contractor agrees to accept and perform orders issued by the Task Order Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation to issue any orders except the minimum order. In the event of any inconsistency between any Task Order and the contract, the contract shall control. In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b), the Contracting Officer will give all awardees a "fair opportunity" to be considered for each order in excess of \$25,000, unless one of the conditions in paragraph G.3.2 applies.

G.3.2 Exceptions. Exceptions to Fair Opportunity Consideration (FAR Part 16.505). Awardees will not be given a fair opportunity to be considered for requirements which are expected to exceed \$25,000 when the Contracting Officer determines one of the following conditions apply:

- (1) The agency need for such services is of such urgency that providing such opportunity would result in unacceptable delays;
- (2) Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized;
- (3) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow on to a task order already issued under this contract, provided that all multi-awardees were given fair opportunity to be considered for the original order; or
- (4) It is necessary to place an order to satisfy a minimum guarantee.

G.3.3 Ordering procedures must comply with the following:

FAR 16.505;

- (1) Orders are not exempt from the development of acquisition plans (see FAR Subpart 7.1), and an information technology acquisition strategy; (see FAR Part 39).
- (2) The Contracting Officer shall include the evaluation procedures in RFP/RFQ and establish the time frame for responding to RFP, giving Offerors a reasonable proposal preparation time while taking into account the unique requirements and circumstances of the effort;
- (3) Orders shall be within the scope, issued within the period of performance, and be within the maximum value of the Basic Contract;
- (4) Contractors are required to respond to each RFP with either a proposal or a statement of "No Bid" along with the reason for not submitting a proposal within three days of receiving RFP;
- (5) All costs associated with the preparation, presentation, and discussion of the Offeror's proposal in response to a RFP shall be at the Offeror's sole and exclusive expense; and
- (6) All Orders placed under the Basic Contract are subject to the terms and conditions of the Basic Contract at time of order award. In the event of any conflict between the Order and the Basic Contract, the Basic Contract will take precedence.

G.4 ORDER INFORMATION

- (a) Orders issued shall include, but not be limited to the following information (when applicable):
 - ◆ Date of order.
 - ◆ Contract and order number.
 - ◆ Type of Order.
 - ◆ Appropriation and accounting data.
 - ◆ Description of the services to be performed.
 - ◆ Description of end item(s) to be delivered.
 - ◆ DD Form 254 (Contract Security Classification Specification)
 - ◆ DD Form 1423 (Contract Data Requirements List)
 - ◆ The individual responsible for inspection/acceptance.
 - ◆ Period of performance/delivery date.
 - ◆ Estimated number of labor hours for each applicable labor category.
 - ◆ The estimated cost plus fixed fee or ceiling price for the order.
 - ◆ List of Government furnished equipment, material, and information.
- (b) Modifications of Orders: Orders may be modified only by the cognizant Contracting Officer.
- (c) The Cost Plus Fixed Fee or Ceiling Price for each Order may not be changed except when authorized by a modification to the Task Order.
- (d) Task orders may be issued under this contract by facsimile or by electronic commerce methods. The Contractor shall acknowledge receipt of any task order within one working day after receipt.
- (e) Ceiling Price. For LOE orders only, the ceiling amount for each task order will be the ceiling price stated therein and may not be increased except when authorized by a modification to the delivery/task order.

G.5 TYPES OF ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS

- (a) The Contracting Officer may issue a Firm Fixed Price; Firm Fixed Price (Level of Effort); Cost-Plus-Fixed-Fee (Completion); or Cost-Plus-Fixed-Fee (Term) type task/delivery orders under this contract. The Contracting Officer will make the decision on the type of order to be issued on an individual task order basis. Each Request for Proposal sent to the Contractor shall state the type of order deemed appropriate by the Government.
- (b) Contractor shall submit a completion form for all Cost-Plus-Fixed-Fee (Completion) type contracts. The completion form describes the scope of work by stating a definite goal or target and specifying an end product. This form of contract normally requires the contractor to complete and deliver the specified end product (e.g. a final report of research accomplishing the goal or target) within the estimated cost as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost. To be determined and specified at the Task Order Level.
- (c) Contractor shall submit a term form Cost-Plus-Fixed-Fee (Term) type contracts. The term form describes the scope of work in general terms and obligates the contractor to devote a specified level of effort for a stated time period. Under this form, if the performance is considered satisfactory by the Government, the fixed fee is payable at the expiration of the agreed-upon period and upon contractor certification that the level of effort specified in the order has been expended in performing the contract work. To be determined and specified at the Task Order Level.
- (d) A firm fixed price order provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the Order.
- (e) For all CPFF orders, whether completion or term, payments are made in accordance with the FAR clause 52.216-8 Fixed Fee.

G.6 ALLOTMENT OF FUNDS

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract sub-line item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover, are as follows:

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
*	\$*	\$*	*
*to be specified at the task order level			

- (b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.
- (c) CLIN/SLINs are fully funded, and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST (FAR 52.232- 20) as applicable.
- (d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

G.7 FUNDING PROFILE

It is estimated that these incremental funds will provide for [if Level of Effort (LOE), enter the number of hours; if completion or supply enter items and quantities]. The following details funding to date:

Total Contract CPFF	Funds This Action	Previous Funding	Funds Available	Balance Unfunded
*	*	*	*	*
*to be specified at the task order level				

G.8 LEVEL OF EFFORT APPLICABLE TO CPFF TASK ORDERS

(a) The Contractor agrees to provide the total level of effort specified in this section or in the applicable order in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be completed for each order and include total hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. Contractors may not exceed the total level of effort specified in each order without written authorization from the Contracting Officer.

(b) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(c) The level of effort for this contract shall be expended at an average rate of approximately (to be identified at the task order level) hours per week. It is understood and agreed that the rate of labor hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total labor hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(d) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total labor hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee, together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(e) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total labor hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(f) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

(g) or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST (FAR 52.232-20), as applicable, require the Contractor to continue to perform the work until the total number of labor hours of direct labor specified in paragraph (a) above shall have been expended at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of labor hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost under run; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an under run in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish labor hours up to five percent in excess of the total labor hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

G.9 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT TASK ORDERS**(a) Travel Costs (Including Foreign Travel)**

- (1) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
 - i. Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase with prior written approval of the Contracting Officer. Charges associated with itinerary changes and cancellations under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.
 - ii. Non-Reimbursable Travel: The following travel shall not be reimbursed hereunder:
 - travel at U.S. Military Installations where Government transportation is available,
 - travel performed for personal convenience and errands,
 - travel to and from the contractor's facilities (off-site work – contractor facility),
 - travel within the National Capital Region (on-site work – Government facility), travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience
- (2) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.
- (3) Training: The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the Contracting Officer (including training related to mission essential services(s)). Attendance at workshops or symposiums is considered training for purposes of this clause.
- (4) The contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary general purpose office equipment (GPOE) and information technology (IT). The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract in the performance of any task order. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT (for the purpose of this clause) means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

G.10 EXPEDITING CONTRACT CLOSEOUT (Applicable at Task Order Level)

- (a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.
- (b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

G.11 ROLES AND RESPONSIBILITIES

This section describes the roles and responsibilities of Government personnel after Basic Contract award. The Government may modify the roles and responsibilities at any time during the period of performance of the Basic Contract.

G.11.1 Contracting Officer

The Contracting Officer is the sole and exclusive government official with actual authority to award the Basic Contract. After award of the Basic Contract, the Contracting Officer may delegate any or all of the contract administration functions, described in FAR 42.302, to an Administrative Contracting Officer (ACO).

G.11.2 Contracting Officer Representative (COR)

- (a) Definition. "Contracting Officer's Representative" means an individual assigned in accordance with the Defense Federal Acquisition Regulation (DFARS) and authorized in writing by the Contracting Officer to perform specific technical or administrative functions.
- (b) The COR is a representative for the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and Statement of Work (SOW) / Statement of Objectives (SOO) as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.
- (c) The COR is NOT authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.
- (d) The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract (or task/delivery order). No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or written modification to the contract (or task/delivery order). The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.
- (e) If the Contracting Officer has designated an Alternate COR (ACOR), the ACOR may act only in the absence of the COR (due to such reasons as leave, official travel, or other reasons for which the COR is expected to be gone and not readily accessible for the day).

- (f) COR authority IS NOT delegable.
- (g) The Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.
- (h) The Contracting Officer hereby appoints the following individual as COR for this contract.
 - ◆ Name: To be named at the time of award
 - ◆ Code:
 - ◆ Address:
 - ◆ Phone Number:
 - ◆ E-mail:

G.11.3 Task Order Monitor (TOM)

Definition. "Task Order Monitor" means an individual designated to perform specific on-site technical or administrative functions. This individual primarily serves as the on-site eyes and ears for the Contracting Officer Representative. The TOM is a **designated** individual with limited quality assurance responsibility to:

- (a) Serve as the primary liaison between the contractor, and customers and Contracting Officer Representative (COR)
- (b) Monitor the progress and quality of the Contractor's performance; Provide Contractor Performance evaluation information/feedback to the Contracting Officer Representative as requested by the COR
- (c) Monitor performance/delivery of services; Report performance discrepancies, delays and suggested corrective actions to the Contracting Officer Representative for resolution.
- (d) Review contractor requests for travel, manage service support outside established support hours.
- (e) Resolve all issues that do not require a change to the existing contract and report unresolved issues to the COR.
- (f) Provide Contractor Performance evaluation information/feedback to the Contracting Officer Representative.
- (g) Take any actions that would NOT result in a change to the existing contract price, quantity, quality, schedule, place of performance, or any other term or condition.
- (h) The Contracting Officer will designate Task Order Monitors at the Task Order Level. **G.12**

G.12 CONTRACTOR PERFORMANCE SYSTEM

Past performance evaluations pertaining to the Basic Contract and Orders under the Basic Contract will reside in the Past Performance Information Retrieval System (PPIRS). The PPIRS functions as the central warehouse for performance assessment reports received from various Federal performance information collection systems. Contractors will be required to register in the appropriate past performance assessment systems to review and respond to their surveys as prescribed by the Contracting Officer. Contractor "view" access to PPIRS is gained through the Central Contractor Registration (CCR) (www.ccr.gov) process. Contractors must be registered in CCR and must have created a Marketing Partner Identification Number (MPIN) in the CCR profile to access their PPIRS information.

G.13 PERFORMANCE REVIEWS

The Contracting Officer will evaluate contractor performance in accordance with the criteria under FAR Subpart 42.15. The evaluation will take into account all aspects of the contractor's performance. Interim performance evaluations may be completed at any time the Contractor's performance is considered less than satisfactory. Contractors will be provided a copy of the performance evaluation and an opportunity to discuss the evaluation. The negative performance evaluations will have an impact on the award of future Task Orders. The Contractor shall request a performance evaluation prior to final invoice and closeout to keep for future proposal submissions.

G.14 SUBCONTRACTORS

The Government has not pre-approved any subcontractors in making awards for the Basic Contract. If a Contractor proposes a subcontractor for work performed under an Order, the Contractor must comply with FAR 52.244-2 and FAR 44.2.

G.15 OMBUDSMAN

The Agency's Task Order Ombudsman is the Acquisition Directorate Deputy Director. The Deputy Director is located at RPN Address and is responsible for reviewing complaints from contractors and ensuring that all contractors are afforded a fair opportunity to be considered for award of Task Orders, in accordance with the requirements of the solicitation. Offerors/contractors are encouraged to address any concerns with the Ombudsman before filing a formal protest. In no way does this provision extend the time for filing a formal protest. The Ombudsman is:

Deputy Director, Acquisition Directorate
Task and Delivery Order Ombudsman
Washington Headquarters Services / Acquisition Directorate
1777 N. Kent Street, Suite 12063
Arlington, VA 22209

The Government reserves the right to change the Ombudsman at anytime unilaterally

G.16 PROJECT KICKOFF MEETING

Prior to commencing work under a Task Order, the Contractor shall meet with the Contracting Officer and/or designated technical personnel at a mutually agreeable time to discuss and develop mutual understandings concerning schedule and administering work.

G.17 PROPOSAL

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

G.18 FIRM-FIXED-PRICE, LEVEL-OF-EFFORT (CLIN x001)

The contractor shall invoice monthly as set forth in Section B, and payments will be made on a monthly basis.

The contractor shall submit a Contractor Report of Work (CRW) in MS Excel with each invoice to WAWF that recapitulates the work performed during that month. The Government will assign a pass or fail grade to each task as indicated on the CRW. As a minimum, the CRW shall specify the following:

- applicable PWS paragraph of work performed/delivered
- date assigned (by the Government) / date due / date completed
- approximate aggregate contractor work effort (expended hours)
- brief description of the work
- Government point of contact (POC) who assigned the work

The following is a sample CRW report format:

Contractor fills in all columns, except column "Government Grade"							
PWS Task Paragraph Ref#	Date Assigned	Date Due	Date Completed	Approximate aggregate contractor work effort (expended hours)	Summary Description of Work	Government POC	Government Grade (Pass/Fail)

(a) The contractor shall provide full-time continual on-site support (effort) approximately eight (8) hours each day, Monday through Friday, excluding federal holidays (80 hours), and up to 120 hours (3 weeks) personal time off (PTO) per year per full-time equivalent (FTE).

For information purposes, the following days are observed as Federal holidays:

- | | |
|---|----------------------------------|
| New Year's Day | Martin Luther King, Jr. Birthday |
| President's Day | Memorial Day |
| Independence Day | Labor Day |
| Columbus Day | Veteran's Day |
| Thanksgiving Day | Christmas Day |
| Inauguration Day | |
| Any other day designated by Federal Statute, Executive Order, or Presidential proclamation. | |

(b) For purposes of partial billing/payment, a billable month shall be considered to be comprised of 157 hours per FTE.

(c) The contractor's invoice will be reduced by an amount equal to the number of hours not expended in excess of the annual authorized PTO per FTE per paragraph c. above at the hourly rate set forth in Section B. The hourly rates specified in Section B will be used only as a means of reducing the monthly price in the event the contractor does not furnish the level of effort specified. Unexpended level of effort (excluding PTO) in one month cannot be expended in subsequent months.

(d) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, except as COR-authorized telework, or other time and effort which does not have a specific and direct contribution to the tasks.

(e) For any work that was determined by the Government to be late or incomplete or unsatisfactory, the contractor shall take necessary action to ensure that future performance conforms to contract requirements.

(f) If any of the services do not conform to contract requirements, the Government may deduct the associated invoice by an amount commensurate with the hours expended on that task as indicated on the CRW. Alternatively, the Government may require the Contractor to perform the services again in conformity with contract requirements at no increase in contract amount. When the defects in services cannot be corrected by reperformance [e.g., missed meeting, failed to report data spill], the Government may debit invoices to reduce the contract price to reflect the reduced value of the services performed as allowed by FAR 52.246-4, Inspection of Services – Fixed Price. In addition to the deductions, the contractor's failure to perform the services will be considered in the pass/fail evaluation under paragraph (a).

(g) The work to be performed herein is considered bona fide professional labor and is exempt from the Fair Labor Standards Act (FLSA).

(h) In addition to the above, concurrent with submission of each monthly invoice and CRW, the contractor shall provide a summary of total monthly labor hours expended, total time off (to include time off due to federal holidays, PTO, and other office closures (e.g., snow day) by each full-time equivalent. Prior to payment, the contractor shall certify the accuracy of the information. An invoice shall not be considered complete and eligible for payment until such certification is provided.

CLAUSES INCORPORATED BY FULL TEXT

WHS A&PO WAWF INVOICING INSTRUCTIONS (Apr 2010)

(To Be Completed For All Task Orders)

To implement DFARS 252.232-7003, "Electronic Submission of Payment Requests and Receiving Reports (March 2008)", Washington Headquarters Services, Acquisition & Procurement Office (WHS A&PO) utilizes WAWF to electronically process vendor requests for payment. The web based system is located at <https://wawf.eb.mil>, and allows government contractors and authorized Department of Defense (DOD) personnel to generate, capture, process and track invoice and acceptance documentation electronically. The contractor is required to utilize this system when submitting invoices and receiving reports under this contract. **Submission of hard copy DD250/Invoice/Public Vouchers (SF1034) is no longer permitted.**

The contractor shall ensure an Electronic Business Point of Contract is designated in Central Contractor Registration at <http://www.ccr.gov/> and register to use WAWF at <https://wawf.eb.mil> within ten (10) days after award of the contract or modification incorporating WAWF into the contract. Step by step instructions to register are available at <http://wawf.eb.mil>.

The contractor is directed to submit the following invoice type:

2-n-1 - Services Only, including Construction

****Do NOT use the WAWF Construction invoice type – it is not permitted for invoices paid in the MOCAS system**

Combo - Supplies Only

Combo - combination of Supplies and Services

Cost Voucher - Cost Type/Reimbursable Contracts

****Cost Vouchers are only used when contracts/orders require invoices be sent to DCAA for approval.**

Grant and Cooperative Agreement Voucher – requesting payment for a Grant or Cooperative Agreement

Back up documentation may be attached to the invoice in WAWF under the "Misc Info" tab.

Fill in all applicable information under each tab.

With the exception of extensions, the following required information should automatically populate in WAWF; if it does not populate, or does not populate completely or correctly, enter the following information as noted:

Contract Number	
Delivery Order	
Pay DoDAAC	
Issue By DoDAAC	H0034
Admin By DoDAAC	
Inspect By DoDAAC/Extension	
Service Acceptor DODAAC/Extension or Ship to DODAAC/Extension or Service Approver DODAAC/Extension or Grant Approver DODAAC/Extension	
DCAA Auditor DODAAC/Extension	
LPO DODAAC	Leave Blank

The Contractor shall verify that the DoDAACs automatically populated by the WAWF system match the above information. If these DoDAACs do not match then the contractor shall correct the field(s) and notify the contracting officer of the discrepancy (ies).

The Contractor will need to enter a Shipment (or Voucher) Number in a specific format.

- The correct format for a shipment number for MOCAS invoices is AAAXNNN where A = alpha, X = alphanumeric and N = numeric characters, followed by a “Z” suffix if it is a final invoice. (e.g. SER0001, BVN0002Z, SERA003)
- WAWF will affix the prefix “SER” for 2-in-1 invoices and prefix “BVN” for cost vouchers to the Shipment (or Voucher) Number fields. For Combo documents, the contractor may enter their own three letter prefixes.

Take special care when entering Line Item information . The Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following items exactly as they appear in the contract:

- Item Number: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character, separately identified Sub Line Item Number (SLIN) (e.g. – 0001AA) or Informational SLIN (e.g. – 000101), otherwise use the 4 character CLIN (e.g. – 0001).
- Unit Price
- Unit of Measure
- ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

Note – DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY CLIN/SLIN/ACRN.

Before closing out of an invoice session in WAWF but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on “Send More Email Notification” on the page that appears. Add the following email address (Add the contract specialist’s email address – even if already designated above as the point of contact, in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that all appropriate persons are aware that the invoice documents have been submitted into the WAWF system.

If you have any questions regarding WAWF, please contact the WAWF Help Desk at 1-866-618-5988.

Section H - Special Contract Requirements

REQUIREMENTS

H.1 PROVISIONS INCORPORATED BY REFERENCE AT ORDER LEVEL

The Basic Contract is incorporated in its entirety (unless otherwise noted in the task order) in all task orders.

Orders also may incorporate one or more additional 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 this address: <http://acqnet.gov/far/index.html>.

The following clauses apply at the Order level, as applicable, depending upon the contract type of the Order, or as specifically referenced in the applicable Order:

H.2 KEY PERSONNEL

The Contractor shall identify the person selected to fill the role of the Contractor's Program Manager for the Basic Contract. This individual shall represent the Contractor as a point of contact for the Contracting Officer to help resolve issues and perform other functions that may arise relating to the Basic Contract and Orders under the Basic Contract.

The Contractor shall ensure that the Contracting Officer has current point-of-contact information for the Program Manager. All costs associated with the Contractor's Program Manager shall be at no direct cost to the Government.

Contractor Program Manager. The Contractor's corporate management structure shall guarantee senior, high-level, program management of the Program. The Contractor Program Manager duties include, but are not limited to advising and assisting customers regarding the technical scope of the Basic Contract; providing all reporting information required under the Basic Contract accurately, thoroughly and timely; resolving issues related to order performance under the Basic Contract; and attending meetings and conferences as necessary.

H.3 SUBSTITUTION OF TEAM MEMBERS AND SUBSTITUTION OF PERSONNEL

The Contractor agrees that a partial basis for award of this IDIQ contract is the list of team members (companies) proposed. The list is included as an Attachment to this contract. The Contractor may not add or delete any team member from the team without a prior contract modification signed by the Contracting Officer.

In addition, for Task Orders issued under the Basic Contract, the Contractor agrees to assign to the task order those key persons identified with the Task Order response necessary to fulfill the requirements of the task order. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement in writing.

All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least thirty (30) days, or sixty (60) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- an explanation of the circumstances necessitating the substitution;
- a complete resume of the proposed substitute; and
- any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H.4 GOVERNMENT PROPERTY

- a. Government-Furnished Equipment. Government-furnished equipment, data, or services shall be identified in individual TOs.
- b. Contractor Acquired Property. In the event the contractor is required to purchase property in the performance of this contract, compliance with the procedures of FAR Part 45.402, Government Property, is required.
- c. Disposition of Government Property. Thirty (30) days prior to the end of the Task Order period of performance, or upon termination of the Task Order, the contractor shall furnish to the COR a complete inventory of all Government Property in his possession under the Task Order that has not been tested to destruction, completely expended in performance, or incorporated and made a part of a deliverable end item. The COR will furnish disposition instructions on all listed property which was furnished or purchased under the Task Order.
- d. Risk of Loss. The contractor assumes full responsibility for and shall indemnify the Government for any and all loss or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or services to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, subcontractor, or any employee, agent, or representative of the contractor or subcontractor.
- e. Leasing of Real and Personal Property. The Government contemplates that leases may be part of a solution offered by a Contractor, but the Government, where the Offeror's solution includes leasing, will not be the Lessee. Under no circumstances on any Order issued under this Basic Contract shall (a) the Government be deemed to have privity-of-contract with the owner/lessor of the leased items; or (b) The Government be held liable for early termination/cancellation damages if the Government decides not to exercise an Option period under an Order unless the Contractor has specifically disclosed the amount of such damages (or the formula by which such damages would be calculated) as part of its Proposal and the Contracting Officer has specifically approved/allowed such damages as part of the Award. The Basic Contract strictly prohibits the use of lease-like payment arrangements, which purport to permit the Government to receive delivery of items and then pay for the full cost of the items over time, even if such arrangements are not technically a lease transaction because the Government is not the lessee.

H.5 PERMITS

Except as otherwise provided in an individual Order, the Contractor shall, without direct cost to the Government, be responsible for obtaining any and all licenses, certifications, authorizations, approvals, and permits, and for complying with any applicable Federal, national, state, and municipal laws, codes, and regulations, and any applicable foreign work permits, authorizations, etc., and/or visas in connection with the performance of any applicable Order issued under the Basic Contract.

H.6 SECURITY CONSIDERATIONS

- a. **Clearance.** The DD Form 254, Contract Security Classification Specification (Section J, Attachment J-1) requires the Offeror to have or be able to obtain the security clearances specified for performance under those task orders that require a security clearance. Each task order will specify the type and level of security required. Offerors shall demonstrate that they either currently have the required facility and level of safeguarding clearances, or interim clearances, upon contract award.
- b. **Information Security.** Although many task orders will require access to, or the generation of, classified information, some will not. Accordingly, a Contract Security Classification Specification, DD Form 254, is provided at Section J, Attachment I. If an individual task order contains a facility clearance exceeding the TOP SECRET level specified in the contract level DD Form 254, a task order-level DD Form 254 will be issued. The contractor must comply with all appropriate security regulations in handling classified material, publishing reports and the preparation of other products.
- c. **Personnel Security.** Individual task order security requirements may include personnel clearances at the CONFIDENTIAL, SECRET or TOP SECRET level, with some requiring access to Sensitive Compartmented Information (SCI). For task orders that contain personnel clearance requirements that exceed the SECRET level specified in the contract level DD Form 254, a task order-level DD Form 254 will be issued. Position sensitivity designations (i.e., ADP-I or ADP-II) are required for contractor personnel that provide information technology (IT) services. The designations will be specified on an individual task order basis. The position sensitivity requirement will be determined based on the type of computer access provided, the type of functions performed, the sensitivity of the data processed and the level of Government oversight maintained. See DoD 5200.2-R Personnel Security Program Regulation, January 1987 revised 17 February 1996, <http://www.dtic.mil/whs/directives/cores/pdf/520002r.pdf>.
- d. **Facility Security Considerations.** The Contractor facility that performs secured requirements must possess the appropriate facility clearance. All contractors are required to possess an active, current Top Secret Facility Clearance when proposals are submitted and are required to maintain that Facility Clearance throughout the entire contract including options. Contractors are expected to comply with all conditions of performance including, but not limited to: the means of premises ingress/egress, security requirements, delivery/demurrage, storage, use of approaches, use of corridors, use of stairways, use of elevators, Government furnished space/property/equipment, availability of/access to Government facilities on federal holidays, and similar matters prior to submission of a quotation or request for proposal for task order opportunities.
- e. During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility.
- f. The contractor shall bear the cost of any security clearances required for performance.

H.7 ORGANIZATIONAL CONFLICT OF INTEREST

- a. The provisions of FAR Subpart 9.5, Organization and Consultant Conflicts of Interest, concerning organizational conflicts of interest govern Task Orders issued under this contract.
- b. Potential conflicts may exist in accordance with FAR 9.505-1, Providing Systems Engineering and Technical Direction, through 9.505-4, Obtaining Access to Proprietary Information.
- c. The contractor is responsible for identifying any actual or potential organizational conflict of interest to the Contracting Officer that would arise as the result of the issuance of a TO under this contract.
- d. To avoid, mitigate, or neutralize a potential conflict, the Contracting Officer will impose appropriate constraints, such as the following:
 - (1) The contractor agrees that if it provides, under a contract or task order, systems engineering and technical guidance for systems and programs, but does not have overall contractual responsibility, it will not be allowed to be awarded a contract or task order to supply the system or any of its major components or be a subcontractor or consultant to a supplier of the system or any of its major components (FAR 9.505-1).
 - (2) The contractor agrees that if it prepares specifications for nondevelopmental items or assists in the preparation of work statements for a system or services under a contract or TO, it will not be allowed to furnish these items, either as a prime contractor, a subcontractor or as a consultant (FAR 9.505-2).
 - (3) The contractor agrees that if it gains access to proprietary data of other companies, it will protect such data and it will not use such proprietary data in supplying systems or components in future competitive procurements (FAR 9.505-4). In addition, the contractor agrees to protect the proprietary data and rights of other organizations disclosed to the contractor during performance of any Task Order with the same caution that a reasonably prudent contractor would use to safeguard highly valuable property. The contractor also agrees that if it gains access to the proprietary information of other companies, it will enter into an agreement with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished.
 - (4) The contractor agrees that it will not distribute reports, data or information of any nature arising from its performance under this contract, except as provided by the TO or as may be directed by the Contracting Officer.
 - (5) The contractor agrees that it will neither evaluate nor advise the Government with regard to its own products or activities. The contractor will objectively evaluate or advise the Government concerning products or activities of any prospective competitors.
 - (6) The contractor agrees that it will include the above provisions, including this paragraph, in agreements with teaming partners, consultants or subcontractors at any tier which involve access to information covered above. The use of this clause in such agreements shall be read by substituting the word "consultant" or "subcontractor" for the word "contractor" whenever the latter appears.
- e. The contractor shall effectively educate its employees, through formal training, company policy, information directives and procedures, in an awareness of the legal provisions of FAR Subpart 9.5 and its underlying policy and principles so that each employee will know and understand the provisions of that Subpart and the absolute necessity of safeguarding information under a TO from anyone other than the contractor's employees who have a need to know, and the U.S. Government.

- f. The term contractor herein used means: (1) the organization (hereinafter referred to as "it" or "its") entering into this agreement with the Government; (2) all business organizations with which it may merge, join or affiliate now or in the future and in any manner whatsoever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of it; (3) its parent organization if any and any of its present or future subsidiaries, associates, affiliates, or holding companies, and; (4) any organization or enterprise over which it has direct or indirect control now or in the future.
- g. In connection with a particular constraint, the contractor may submit a response to the Contracting Officer for the purpose of indicating potential measures to avoid or mitigate a conflict. In the event the Contracting Officer determines that a conflict exists which cannot be effectively mitigated the provision in FAR 9.5 must be followed.
- h. In the event that an Order requires activity that would create an actual or potential conflict of interest, the Contractor shall:
 - (1) Notify the Contracting Officer of the actual or potential conflict, and not commence work on any Order that involves a potential or actual conflict of interest until specifically notified by the Contracting Officer to proceed;
 - (2) Identify the conflict and recommend to the Contracting Officer an alternate tasking approach which would avoid the conflict; if the Contracting Officer determines that it is in the best interest of the Government to issue the Order, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503.

H.8 SECTION 508

All supplies and services delivered or performed shall comply with the applicable technical provisions of the Access Board found at 36 CFR 1194, subparts B, C and D, as amended, or provide equivalent facilitation in order to ensure compliance with Section 508, as applicable. Contractors shall register with the Buy Accessible Data Center at <http://emgbaw.altarum.org/DataCenter/> within sixty days of award of the Basic Contract. It is the Contractor's responsibility to keep their information current.

H.9 INSURANCE

- a. In accordance with FAR 52.228-5, Insurance - Work on a Government Installation, and FAR 52.228-7, Insurance - Liability to Third Persons, insurance policies with the following types and minimum amounts shall be furnished to the Contracting Officer within 30 days of award and maintained during the period of performance of the Basic Contract:
- (1) Worker's Compensation and Employer's Liability, specified at FAR 28.307-2(a) of not less than \$100,000 for each occurrence;
 - (2) General Liability, specified at FAR 28.307-2(b) of not less than \$500,000 for each occurrence;
 - (3) Automobile Liability, specified at FAR 28.307-2(c) of not less than \$200,000 per person and \$500,000 for each occurrence, and property damage liability insurance of not less than \$20,000 for each occurrence;
 - (4) Aircraft public and passenger liability, specified at FAR 28.307-2(d), when aircraft are used in connection with performing the contract, the Contracting Officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater;
 - (5) Vessel liability, specified at FAR 28.307-2(e), when contract performance involves the use of vessels, the Contracting Officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.
- b. Defense Base Act Insurance. Pursuant to FAR 28.305, Defense Base Act insurance coverage provides workers' compensation benefits (medical, disability, death) in the event of a work-related injury or illness outside the United States. The Government requires that employees hired by contractors and subcontractors who work internationally be protected by the Defense Base Act coverage, regardless of their assignment and/or location unless a waiver has been obtained by the U.S. Department of Labor. DBA insurance shall be at no direct cost to the Government and shall be furnished to the Contracting Officer within 30 days of award of an Order.

H.10 COST ACCOUNTING SYSTEM

The Contractor must maintain an approved DCAA/DCMA cost accounting system. The Contractor shall notify the Contracting Officer and designated COR for ongoing Orders, in writing, if there are any changes in the status of their approved cost accounting systems and provide the reason(s) for the change.

H.11 PURCHASING SYSTEM

In accordance with FAR 44.201-2, Advance Notification Requirements, Contractors with approved purchasing systems shall notify the Contracting Officer, in writing, if there are any changes in the status of their approved purchasing systems and provide the reason(s) for the change.

H.12 NOTICE OF INCORPORATION OF SECTION K

Section K of the solicitation (Representation, Certifications and Other Statements of Offerors) will not be distributed with the contract; however it is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

H.13 OFF RAMP

To ensure success of the Program, each Contractor is expected to participate in the Ordering process by submitting proposals in response to task order requests (TORs) for which the Contractor has a reasonable chance for award, to successfully perform the terms of their Orders, and to promptly improve performance when it does not meet the terms of the Orders. If a Contractor does not meet these expectations, it is the Government's intent to "off-ramp" the Contractor by:

- a. Not exercising the Option if it is in the Government's best interest;
- b. Implementing a termination for convenience (if applicable and only if such action is in the Government's best interest);
- c. Implementing a termination for default, if applicable;
- d. excluding the contractor in the competitive fair-opportunity pool for future Task Orders until the contractor's delinquency has been corrected; or
- e. Taking any other action which may be permitted under the Contract's terms and conditions.

H.14 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

- a. Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.
- b. The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- c. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

H.15 CONTRACTOR CLOTHING

Clothing worn by Contractor's personnel shall NOT display any logos, advertising, or vendor insignia identifying the contractor. Contractor's employees shall be dressed in business casual and maintain an appearance that is neat and clean, and reflects favorably upon both the Contractor and the Department of Defense. Contractor's employees must wear government issued identification at all times.

H.16 RELEASE OF NEWS INFORMATION

No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made without the prior written approval of the Contracting Officer and Program Executive Officer, Enterprise Information Systems (PEO-EIS) Public Affairs Office (PAO). See also Section I, DFARS clause 252.204-7000 "Disclosure of Information".

Contractor also must comply with DFARS 252.204-7000, Disclosure of Information, concerning contractor's responsibilities for handling unclassified information and DFARS 252.204-7003, Control of government personnel work product.

H.17 CONTINUAL PROCESS IMPROVEMENT INITIATIVE

- a. **Continual Process Improvement Initiative.** In order to maintain the NIEITS acquisition as a viable and efficient contract vehicle which fosters Acquisition Streamlining, facilitates cost optimization, promotes innovation and provides Information Technology net-centricity, the Contractor shall participate in a Continual Process Improvement Initiative.
- (1) The contractor shall propose Operational, Process and or Business related improvements to the Government. The proposed improvements should relate solely to the work and services performed under the relevant Task Order (TO) and should result in cost savings to the Government through a reduced TO price for the option year in which the improvement is implemented. Some areas of consideration may include but are not limited to: functional areas of support, maintenance, procurement, management, labor categories/mix, standard operating procedures, and service level agreements.
 - (2) If a contractor proposed improvement is accepted and implemented by the Government the contractor's Task Order price to perform the Task Order in the subsequent years will be minus the Government's share of the cost of savings. The Contractor will receive a one-time share-in-savings cost payment to be paid pro-rata in equal installments in accordance with paragraph c and d of this provision.
- b. **Process Improvement Proposal (PIP).** The Contractor shall develop, prepare and submit under each Task Order a PIP to the Contracting Officer within 180 calendar days after Task Order Award or the exercise of an option to extend the Task Order.
- (1) The PIP is a deliverable under the task order. Once delivered, the PIP and the process improvements proposed therein shall become the Government's sole and exclusive property. The Government shall have unlimited rights to use the PIP and all process improvements specified therein. The PIP may be used by the Government for future acquisitions without additional compensation to the Contractor and without any additional share in net savings paid to the contractor under paragraphs (c) and (d). The Contractor's price for preparing the PIP should be included in the contractor's proposal for the task order under the designated CLIN associated with the task order and will be evaluated as part of the overall task order proposed pricing.
 - (2) The PIP must describe each proposed improvement in sufficient detail including supporting documents to enable the Contracting Officer to evaluate and make an approval/disapproval determination. The reduction in the Contractor's anticipated cost from each proposed cost saving activity or process must be clearly identified in the PIP.
 - (3) If a proposed cost saving activity or process improvement is approved and implemented by the Government, the anticipated reduction in the Contractor's cost to perform the task order as identified in the PIP will be subtracted from the contractor's price to perform the task order in each of the remaining option years until the task Order expires or is terminated by the Government.
 - (4) The Government reserves the right to reject the PIP if the PIP does not satisfy the foregoing requirements. Approval/disapproval of any process improvement proposed in the PIP is within the Contracting Officer's sole discretion. There is no guarantee that any proposed process improvement or cost saving measure will be approved and/or implemented by the Government.

c. **Share-In-Savings.** The Contractor shall share in the cost savings realized from an approved and implemented PIP in accordance with the terms of this provision. Cost savings will be implemented concurrent with the exercise of an option period as specified in FAR 17.207; Exercise of Options at the accepted, reduced prices. Only approved and implemented PIPs that result in actual cost savings to the Government will be considered in the shared cost savings computation. PIPs that are not approved, not implemented (or not implemented before expiration or termination of the basic contract and any option period) or that do not result in definitive, actual cost savings to the Government will not be included in the computation of cost savings and will not be included in any option that is exercised by the Government.

- (1) The Contractor's share-in-savings will be paid pro-rata in equal installments based on the number of payment applications or invoices submitted during the initial option period of performance for which the PIP is implemented. If an option is not exercised the contractor is not entitled to the share-in-savings payment. If the task order is terminated the contractor is only entitled to the share-in-savings pro-rata already received. Additionally, under this provision share-in-savings payments will NOT be made for PIPs submitted during the last year of the basic contract for implementation after contract expiration.
- (2) Nothing in this provision alters or limits the Government's rights and responsibilities under FAR part 17 or other applicable statute or regulation to decide whether to exercise an option in addition to any other rights and remedies the Government may have. The contractor shall reimburse the Government for any anticipated savings paid to the contractor that were not realized by the Government.

d. **Computation of cost savings and Exercising Option(s).** The cost savings to be shared between the Government and the Contractor will be computed as follows:

% of Cost Savings to the Government	Timeline to Exercise Option (s)	% of Contractor Share in the Cost Savings to the Government
Between 10-20%	90 days prior to Task Order Expiration	20%
Between 21-30%	120 days prior to Task Order Expiration	30%
Above 31%	120 days prior to Task Order Expiration	To be mutually agreed on Not to Exceed 50%

e. Example: A Task Order award is \$4M for the base year and \$4M for each option. A process improvement change is proposed by the contractor in the base year for implementation in option year 1 and is approved and implemented by the Government. In the PIP, the contractor anticipated that the process change would result in the savings to the Government of \$400,000 (\$4M x 10%) to perform the task order in option year 1. The option year task order price will then be \$3.6M and the same \$400,000 reduction will be made in each subsequent option year that the process improvement is implemented.

- (1) The one-time share-in-savings of \$400,000 will then be shared between the Government and the Contractor. Because the cost savings to the Government is 10% of the option 1 price, the share-in-savings percentage owed the contractor is 20% (see table 1.1). This results in a share-in-savings to the contractor of \$80,000 (20% of the \$400,000). As a result, the Government's share-in-savings of \$320,000 will be deducted from the option price and the contractor's share-in-savings of \$80,000 will remain on the CLIN and paid pro-rata in equal installments.
- (2) The approved process change may or may not be utilized by the Government for the remainder of the contract. The task order price will be reduced for each subsequent year that the process improvement is implemented; however, no further share-in-savings payments will be made to the contractor after the first option year that the process improvement is implemented.

H.18 TRAVEL

- a. Contractor personnel may be required to travel to support the requirements of this contract and as stated in individual TOs. Long distance and local travel will be required both in the Continental United States (CONUS) and Outside the Continental United States (OCONUS). For those TOs requiring travel, the contractor shall include estimated travel requirements in the proposal. The contractor shall then coordinate specific travel arrangements with the Contracting Officer Representative to obtain advance, written approval for the travel about to be conducted. The contractor's request for travel shall be in writing and contain the dates, locations and estimated costs of the travel.
- b. If any travel arrangements cause additional costs to the TO that exceed those previously negotiated, written approval by TO modification issued by the Contracting Officer is required, prior to undertaking such travel. Costs associated with contractor travel shall be in accordance with FAR Part 31.205-46, Travel Costs.

H.19 ACCESSIBILITY

All electronic and information technology procured under this contract must meet applicable accessibility standards at 36 CFR Part 1194, unless an exception exists, or, for commercial items, unless and to the extent that individual standards cannot be met with supplies or services available in the commercial marketplace in time to meet delivery requirements. All exception must be documented by the Contracting Officer on a case-by-case basis.

H.20 CONTINUED PERFORMANCE DURING SUPPORT OF CRISIS SITUATIONS, CONTINGENCY OR EXERCISE

- a. The requirements of this Contract have been identified by the U.S. Government as being essential to the mission and operational readiness of the U.S. Armed Services operating worldwide; therefore, the Contractor may be required to perform this Contract during crisis situations (including war or a state of emergency), contingencies or exercises in the identified area of operations, also known as theatre of operations, subject to the requirements and provisions listed below.
- b. The Contractor shall be responsible for performing all requirements of this Contract notwithstanding crisis situations, contingencies or exercises, including but not limited to the existence of any state of war, whether declared or undeclared, or state of emergency, by the United States or the host nation, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of U.S. Forces in the host nation. Failure by the Contractor to perform may subject the Contractor to a termination of this Contract for cause. If a crisis situation, contingency, or exercise is determined, an equitable adjustment may be negotiated.

H.21 TECHNOLOGY REFRESHMENT

- a. In order to maintain NIEITS as a viable contract vehicle, current with the information technology solution services required within scope, the Government may solicit, and the Contractor is encouraged to propose, independently, technology improvements to the task areas, labor categories, or other requirements of the contract. These improvements may be proposed to add labor categories, reduce or increase composite and/or fixed labor rates for labor categories in the Labor Rate Table, Section J, to add task/subtask areas in Section C, Statement of Objectives, to improve overall performance, or for any other purpose which presents a technological advantage to the Government. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the contract.
- b. As a minimum, the following information shall be submitted by the Contractor with each technology improvement proposal to the Contracting Officer and Contracting Officer's Representative via email:
 - (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
 - (2) Itemized requirements of the contract that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
 - (3) A price proposal including the following shall be submitted: An estimate of the changes in performance and price, if any, that will result from adoption of the proposal; and an item-by-item summary of industry or pricing in the marketplace from at least three sources, of the items including a reference and hyperlink to the source of the industry or marketplace price and GSA Schedule pricing, if any (include GSA Schedule Number, with hyperlink to the schedule). Include an electronic version of the revised Labor Rate Table, Section J, reflecting the change to facilitate contract modification;
 - (4) A statement and supporting rationale of the proposed effective date of the contract modification adopting the proposal, in order to obtain the maximum benefits of the changes during the remainder of this contract; and
 - (5) Identify any effect on the contract completion time or delivery schedule.
- c. The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has a right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.
- d. The Contracting Officer may accept any proposal submitted pursuant to this clause by issuance of a modification to this contract. Unless and until a modification is executed to incorporate a proposal under this contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing contract.
- e. If a proposal submitted pursuant to this clause is accepted and applied to this contract, the increasing or decreasing of the contract price shall be in accordance with the procedures of the "Changes" clause. The resulting contract modification will state that it is made pursuant to this clause.

H.22 DATA RIGHTS

- a. **Task Order Intellectual Property Deliverable Restrictions.** For each task order to be issued under the contract, the Contractor shall identify, prior to award of the affected task order(s) to the best of its ability, noncommercial and commercial technical data and computer software that it intends to deliver with restrictions on the Government's right to use, release or disclose such identified technical data and/or computer software (see DFARS 252.227-7017). The Government further requires that the Contractor identify, prior to award of affected task order(s), background inventions that will be embodied in items, components, processes, technical data, computer software or computer software documentation developed or delivered under the task order. To identify such technical data, computer software and background inventions, the Contractor shall submit the following:
- (1) **Noncommercial Computer Software, Computer Documentation, and Technical Data.** The Government desires appropriate rights in all noncommercial technical data and noncommercial computer software developed or delivered under each task order. The Contractor shall identify all asserted restrictions on the Government's license rights in such data and software, pursuant to paragraph (e) of the clauses at DFARS 252.227-7013 ('7013) and DFARS 252.227-7014 ('7014). The '7013 and the '7014 clauses shall govern the format and content of the Contractor's assertions of software and data restrictions for each task order. The Contractor may combine the '7013(e) and the '7014(e) post-award lists into a single list, as long as the technical data items can be clearly distinguished from the computer software items. The Contractor shall submit the post-award assertions to the Contracting Officer as soon as practicable before the scheduled delivery of the relevant data and/or software. The Contract shall update the post-award assertions as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.
 - (2) **Commercial Computer Software and Technical Data (DFARS 252.227-7015).** For each task order, the Contractor shall identify all asserted restrictions on the Government's license rights in commercial computer software and commercial technical data. To identify such restrictions, the Contractor shall submit a Commercial Restrictions List, dated and signed by an official contractually authorized to obligate the Contractor, as an attachment to the affected task order. The format of the Commercial Restrictions List shall be substantially same as the format set forth in DFARS 252.227-7017(d). The Commercial Restrictions List shall include the assertions of the Contractor's subcontractors or suppliers or potential subcontractors or suppliers. For each entry in the Commercial Restrictions List which indicates that the asserted rights category is a special license or the license customarily provided to the public, the Contractor shall attach to the Commercial Restrictions List a copy of such license, except that if any particular license is identified as applying to more than one such entry, only one copy of that license need be provided. The Contractor shall update the Commercial Restrictions List as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.
- b. **Delivery of Noncommercial Computer Software and Technical Data.** Unless expressly otherwise stated in the task order, the Contractor's deliveries of noncommercial technical data shall include physical delivery of the digital version of that technical data. The Contractor's deliveries of noncommercial computer software shall include physical delivery of a digital version of both the executable code and the annotated source code. This includes noncommercial data/software that was developed exclusively at private expense. As used in this paragraph, "physical delivery" means submission to the Government of the data/software in a predetermined format on appropriate digital storage media (e.g., CD-ROM), and, if specified in the delivery requirement, may also include submission of paper copies of that data/software. However, due to the variety and number of task orders contemplated under this contract, it may be mutually beneficial to modify the physical delivery requirement. Accordingly, the Contractor may, before delivery of the affected computer software or technical data, notify the Contracting Officer in writing that it intends to modify the physical delivery requirement. If the Contracting Officer accepts the modified physical delivery, the modified physical delivery shall be incorporated into the affected task order by modification.

H.23 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT

- a. The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.
- b. Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event there is any reason to disable the computer software or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.
- c. No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.
- d. Any marking or legend placed by a Contractor on technical data or computer software, or delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the markings or legends apply to the extent possible. Such markings or legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

H.24 CONTRACTOR TRAINING

The Contractor is generally expected to maintain the professional qualifications and certifications of its personnel through on-going training. Unless specifically authorized in an individual Order, the Contractor shall not directly bill the Government for any training.

H.25 NONDISCLOSURE OF SENSITIVE AND/OR PROPRIETARY DATA

The contractor recognizes that in the performance of this contract it may receive or have access to certain sensitive information, including information provided on a proprietary basis but not limited to, planning, programming, budgeting or execution (PPBE) information, classified information, Privacy Act-protected information or proprietary data of a third party, leases, internal memoranda, correspondence, to include information provided on a proprietary basis by other contractors, by other contractors, equipment manufacturers, and other private or public entities. The contractor agrees to use and examine this information exclusively in the performance of this contract and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government-designated support contractors possessing appropriate proprietary agreements, as listed in paragraphs a. through d. below.

- a. **Indoctrination of Personnel.** The contractor agrees to indoctrinate its personnel who have access as to the sensitive nature of the information and the relationship under which the contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information. The Nondisclosure Agreement for Contractor Employees shall be signed by all indoctrinated personnel and forwarded to the Task Order Monitor (TOM) for retention, prior to commencement of work. The contractor shall restrict access to sensitive/ proprietary information to the minimum number of employees necessary for contract performance.
- b. **Signed Agreements.**
 - (1) The contractor further agrees to sign an agreement to this effect with carriers, and other private or public entities providing proprietary data for performance under this contract. One copy of each signed agreement shall be forwarded to the Contracting Officer. These shall be signed prior to work commencing.
 - (2) In addition, the contractor shall be required to coordinate and exchange directly with other government contractors (OGC) as designated by the Government for information pertinent and essential to performance of task orders issued under this contract. The contractor shall discuss and attempt to resolve any problems between the contractor and OGC designated by the Government. The Contracting Officer shall be notified in writing of any disagreement (s) which has (have) not been resolved in a timely manner and furnish the Contracting Officer copies of communications between the contractor and OGC(s) relative to contract performance. Further, the close interchange with between contractor(s) may require access to or release of proprietary data. In such an event, the contractor shall enter into agreement(s) with the OGC(s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary. A copy of such agreement shall be provided to the Contracting Officer.
- c. **Remedy for Breach.** The contractor(s) agree that any breach or violation of the certifications or restrictions contained in the Basic Contract or individual Task Order(s) shall constitute a material breach and substantial breach of the terms and conditions and provisions of the individual Task Order(s), as well as the Basic Contract. The Government may, in addition to any other remedy available, terminate for default the individual Task Order(s), as well as the Basic Contract, in accordance with the provisions of the FAR and DFARS. Nothing in this clause, Basic Contract, or individual Task Order(s) shall be construed to mean that the Government shall be liable to the owners of proprietary information in any way for the unauthorized release or use of proprietary information by a Basic Contract holder or Task Order awardee, its subcontractors or affiliates. The contractor(s) covenants to hold harmless the Government for any unauthorized release or use of proprietary information by a Basic Contract holder or Task Order awardee, its subcontractors or affiliates.

H.26 USE OF GOVERNMENT-FURNISHED COMPUTERS

- a. Computers furnished under this contract shall be used for official business only. Contractor personnel shall not use computers furnished under this contract for any use other than to perform the requirements of this contract. Contractor personnel shall not install any software on Government furnished computers unless consent is obtained from the Contracting Officer, TOM or Contracting Officer's Representative (COR).
- b. Information services available on the Government furnished computers shall only be used for official business only. Examples of information services include Internet, Intranet, World Wide Web, and electronic mail.
- c. Access to Government information services is granted as a privilege, and use of such services constitutes consent to monitoring. Information services use will be monitored to ensure the protection of networks and information and to verify and enforce compliance with this contractual requirement.
- d. In the event contractor personnel use Government furnished computers and/or information services for other than official business, the contractor shall be required to provide the Government with monetary consideration in the form of credits against the contract as determined by the Contracting Officer. In addition, if requested by the Contracting Officer, the contractor shall be required to replace the individual who misused the Government furnished computers and/or information services within 10 working days. The following are examples of misuse of information services:
 - (1) Illegal, fraudulent, or malicious activities.
 - (2) Partisan political activity, political or religious lobbying or advocacy, or activities on behalf of organizations having no affiliation with DISA or DoD.
 - (3) Activities whose purposes are for personal or commercial financial gain. These activities may include chain letters, solicitation of business or services, sales of personal property.
 - (4) Unauthorized fundraising or similar activities, whether for commercial, personal, or charitable purposes.
 - (5) Accessing, storing, processing, displaying or distributing offensive or obscene material such as pornography and hate literature.
 - (6) Annoying or harassing another person, e.g., by sending or displaying uninvited e-mail of a personal nature or by using lewd or offensive language in an e-mail message.
 - (7) Using another person's account or identity without his or her explicit permission, e.g., by forging e-mail.
 - (8) Viewing, damaging, or deleting files or communications belonging to others without appropriate authorization or permission.
 - (9) Permitting any unauthorized person to access a DoD-owned system.
 - (10) Modifying or altering the operating systems or system configuration (including the installation of software) without obtaining written authorization from the Contracting Officer, TOM or COR.

H.27 YEAR 2000 WARRANTY – COMMERCIAL/NON-COMMERCIAL SUPPLY ITEMS

The Contractor warrants that each commercial and non-commercial telecommunications service, features, support systems, and/or hardware, software, and firmware product delivered under this Contract shall be able to accurately process date data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, including leap year calculations, when used in accordance with the product documentation provided by the Contractor, provided that all products (e.g., hardware, software, firmware) external to this Contract used in combination with products delivered under this contract properly exchange date data with such products. If the Contract requires that products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those products as a system. The duration of this warranty and the remedies available to the Government for breach of this warranty shall be defined in, and subject to, the superior of the terms and limitations of the contractor's standard commercial warranty or warranties contained in this Contract. Notwithstanding any provision to the contrary in such commercial warranty or warranties, the remedies available to the Government under this warranty shall include repair or replacement of any product whose non-compliance is discovered and made known to the Contractor in writing within ninety (90) days after acceptance. Nothing in this warranty shall be construed to limit any rights or remedies that the Government may otherwise have under this Contract with respect to defects other than Year 2000 performance.

H.28 CONDUCT OF CONTRACTOR EMPLOYEES:

The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary to ensure satisfactory contract performance. In the event the contractor fails to remove any employee from the contract work whom the Contracting Officer or the Contracting Officer's designated representative deems incompetent, careless, insubordinate, unfit, objectionable or whose continued employment on the work is deemed by the Government to be detrimental to the Government's mission, the Contracting Officer or the Contracting Officer's designated representative may require, in writing, the contractor to remove the employee from work under this contract and any other contract awarded to contractor by WHS. The contractor must then remove the employee from the site and from all work under the contract or task order.

This contract incorporates 32 CFR 234, "Conduct on the Pentagon Reservation." Any contractor employee that violates the standards of conduct proscribed by 32 CFR 234 shall be deemed unfit and otherwise objectionable under this provision and may be subject to removal from the contract work.

This provision applies to all subcontractors or vendors of any tier utilized by contractor to perform the work. The contractor is responsible for incorporating this provision in all subcontracts or other contracts awarded by contractor to perform the work. For purposes of this provision, the terms "employee" or "contractor employee" includes all contractor, subcontractor or vendor employees of any tier utilized by contractor to perform the work.

(END OF SECTION H)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.209-8	Updates of Information Regarding Responsibility Matters	APR 2010
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-11	Cost Contract--No Fee	APR 1984
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JUL 2010
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-99 (Dev)	Notification of Employee Rights under the National Labor Relations Act (DEVIATION 2010-00013)	JUN 2010
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000

52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products	DEC 2007
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2	Subcontracts	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUN 2010
52.245-1 (Dev)	Government Property (Deviation)	JUN 2007
52.246-20	Warranty Of Services	MAY 2001
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006

252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.222-7005	Prohibition on Use of Nonimmigrant Alien--Guam	SEP 1999
252.223-7006	Prohibition on Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7041	Correspondence in English	JUN 1997
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	AUG 2009
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	DEC 1991
252.246-7001	Warranty Of Data	DEC 1991
252.246-7001 Alt II	Warranty Of Data (Dec 1991) - Alternate II	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of a **Contracting Officer assigned to Washington Headquarters Services, Acquisition Directorate** and shall not be binding until so approved.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract **award through contract expiration, unless the contract is at any time extended using the authority of FAR 52.217-8.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) **Minimum order.** When the Government requires supplies or services covered by this contract in an amount of less than **\$25,000.00**, 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 **\$250,000,000**

(2) Any order for a combination of items in excess of **\$495,000,000**

(3) A series of orders from the same ordering office within **each contract period** that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 **three (3) working** 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)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **180 days of the contract end date**.

contract expiration.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, 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

<u>Employee Class</u>	<u>Monetary Wage-Fringe Benefits</u>
TBD	TBD

Note: Refer to the Wage Determination in Section J

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.245-1 GOVERNMENT PROPERTY (JUNE 2007) ALTERNATE I (JUNE 2007)

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

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

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

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

Contractor inventory means--

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

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

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

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

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

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

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

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

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

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

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

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

Plant equipment as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

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

Property means all tangible property, both real and personal.

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

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

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) Withdraw authority to use property.

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

(e) Title to Government property. (1) The Government shall retain title to all Government-furnished property. Title to

Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

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

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

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

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

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

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts. (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

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

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

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

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

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

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

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

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

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

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

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

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

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

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

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

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

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

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

(1) Date of incident (if known).

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

(3) Quantity.

(4) Unique Item Identifier (if available).

(5) Accountable Contract number.

(6) A statement indicating current or future need.

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

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

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

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

(11) Copies of all supporting documentation.

(12) Last known location.

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

(vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is--

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

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

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

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

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

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

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

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

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

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

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

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

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

(h)(1) The Contractor assumes the risk of, and shall be responsible for, any loss, damage, destruction, or theft of Government property upon its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

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

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

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

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

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

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

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause. (i) Contractor with an approved scrap procedure. (A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

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

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;

- (5) Contains precious metals; or
 - (6) Is dangerous to the public health, safety, or welfare.
- (ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.
- (2) Predisposal requirements. (i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—
- (A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;
 - (B) May purchase the property at the acquisition cost; or
 - (C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).
- (ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.
- (3) Inventory disposal schedules. (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--
- (A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;
 - (B) Contractor-acquired property, to which the Government has obtained title under paragraph (c) of this clause, which is no longer required for performance of that contract; and
 - (C) Termination inventory.
- (ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.
- (iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--
- (A) Special test equipment with commercial components;
 - (B) Special test equipment without commercial components;
 - (C) Printing equipment;
 - (D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);
 - (E) Precious metals;
 - (F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

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

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

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

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

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

(5) Corrections. The Plant Clearance Officer may--

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

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

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage. (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions. (i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property. (1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://farsite.hill.af.mil/>

<http://www.acq.osd.mil/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any **Federal Acquisition Regulation (48 CFR Chapter 1)** clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any **Defense Federal Acquisition Regulation Supplement (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)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

(a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and

(b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.229-7001 . . . TAX RELIEF (JUN 1997)

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractor's government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (N/A) RATE (N/A): (N/A)

(b) The Contractor's invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Government's exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

252.237-7023 . . . CONTINUATION OF MISSION ESSENTIAL FUNCTIONS (MAR 2010)

(a) The Government has identified all or a portion of the services performed under this contract as essential contractor services in support of mission-essential functions. The contractor-provided services that have been determined to be essential contractor services in support of mission-essential functions **will be provided at the task/delivery order.**

Mission-Essential Contractor Services, dated. **The Government reserves the right to identify Mission-Essential Contractor Services at any time.**

(b) The Contractor shall provide a written plan for continuing the performance of essential contractor services identified in paragraph (a) of this section during a crisis.

(1) The Contractor shall identify in the plan the provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) The plan must, at a minimum, address--

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified "essential contractor service" personnel; and

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(3) The Contractor shall maintain and update its plan as necessary and adhere to its requirements throughout the contract term. The Contractor shall not materially alter the plan without the Contracting Officer's consent.

(4) 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.

(c) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in paragraph (a) 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.

(d) The Government reserves the right in such crisis situations to use Federal employees of other agencies or contract support from other contractors or to enter into new contracts for essential contractor services. Any new contracting efforts would be conducted in accordance with OFPP letter, "Emergency Acquisitions" May 2007 and FAR and DFARS subparts 18 and 218, respectively, or any other subsequent emergency guidance issued.

(e) 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 as soon as is practicable after receipt of the Contractor's proposal.

The Contractor shall include the substance of this clause, including this paragraph (f), in subcontracts for the essential services.

(End of Clause)

CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MARCH 2007)

The COR is a representative for the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and statement of work (SOW)/statement of objectives (SOO) as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

The COR is NOT authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract (or task/delivery order). No action shall be taken

by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or written modification to the contract (or task/delivery order). The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

If the Contracting Officer has designated an Alternate COR (ACOR), the ACOR may act only in the absence of the COR (due to such reasons as leave, official travel, or other reasons for which the COR is expected to be gone and not readily accessible for the day).

COR authority IS NOT delegable.

Section J - List of Documents, Exhibits and Other Attachments

LIST**ATTACHMENTS**

ATTACHMENT	DESCRIPTION	PAGES	DATE
Attachment B-1	MAC Ceiling Rates/Fees	9	09 MAR 2011
Attachment C-1	Statement of Objectives	7	02 AUG 2010
Attachment C-2	OSD Environment Document	7	02 AUG 2010
Attachment C-3	OSD Environment Data	7 wksts	02 AUG 2010
Attachment C-4	OSD User Population list	1	02 AUG 2010
Attachment C-5	OSD SOP	370	02 AUG 2010
Attachment J-1	DD254	7	06 APR 2011
Attachment J-2	Wage Determination 05-2103 (Rev. 8)	10	02 AUG 2010
Attachment J-3	Labor Category Descriptions	17	02 AUG 2010
Attachment J-4	Definitions	2	02 AUG 2010