

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 106			
2. CONTRACT NO.		3. SOLICITATION NO. HDTRA 1-16-R-0027		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 01 Jun 2017		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY DEFENSE THREAT REDUCTION AGENCY J48 8725 JOHN J. KINGMAN ROAD, MSC 6201 FORT BELVOIR VA 22060-6201 TEL: FAX:				CODE HDTRA1		8. ADDRESS OFFER TO (If other than Item 7) See Item 7 TEL: FAX:		CODE			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>1</u> 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 _____ (refer to Section L) until <u>11:00 AM</u> local time <u>14 Jul 2017</u> (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 JOYCE L. GAMBOA		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (703) 767-8929		C. E-MAIL ADDRESS joyce.l.gamboa.civ@mail.mil					
11. TABLE OF CONTENTS											
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		☐		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED				20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304(c) ☐ 41 U.S.C. 253(c)						23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)					
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY CODE					
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE			
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.											

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Cost COST FOB: Destination	200	Each		
				MAX COST	

PSC Code: R799

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Cost Plus Fixed Fee CPFF FOB: Destination	200	Each		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

PSC Code: R799

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Cost Plus Award Fee CPAF FOB: Destination	200	Each		
				MAX COST BASE FEE	
				SUBTOTAL MAX COST + BASE	
				MAX AWARD FEE	
				TOTAL MAX COST + FEE	

PSC Code: R799

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Cost Plus Incentive Fee CPIF FOB: Destination	200	Each		
				TARGET COST TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

PSC Code: R799

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Firm Fixed Price FFP FOB: Destination	200	Each		

NET AMT

PSC Code: R799

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	FFP Level of Effort FFP-LOE FOB: Destination	200	Each		

NET AMT
CEILING PRICE

PSC Code: R799

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	Time and Materials T&M FOB: Destination	200	Each		

TOT MAX PRICE
CEILING PRICE

PSC Code: R799

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008 OPTION	Option- Cost COST FOB: Destination	200	Each		
				MAX COST	

PSC Code: R799

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009 OPTION	Option- Cost Plus Fixed Fee CPFF FOB: Destination	200	Each		
				MAX COST FIXED FEE	
				TOTAL MAX COST + FEE	

PSC Code: R799

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010 OPTION	Option- Cost Plus Award Fee CPAF FOB: Destination	200	Each		
				MAX COST BASE FEE	
				SUBTOTAL MAX COST + BASE	
				MAX AWARD FEE	
				TOTAL MAX COST + FEE	

PSC Code: R799

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011 OPTION	Option- Cost Plus Incentive Fee CPIF FOB: Destination	200	Each		
				TARGET COST TARGET FEE	
				TOTAL TGT COST + FEE	
				MINIMUM FEE	
				MAXIMUM FEE	
				SHARE RATIO ABOVE TARGET	
				SHARE RATIO BELOW TARGET	

PSC Code: R799

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012 OPTION	Option- Firm Fixed Price FFP FOB: Destination	200	Each		
				NET AMT	

PSC Code: R799

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013 OPTION	Option- FFP Level of Effort FFP-LOE FOB: Destination	200	Each		
				NET AMT CEILING PRICE	

PSC Code: R799

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014		200	Each		
OPTION	Option- Time and Materials T&M FOB: Destination				
				TOT ESTIMATED PRICE	
				CEILING PRICE	

PSC Code: R799

Section C - Descriptions and Specifications

DESCRIPTION

This is an Indefinite Delivery/ Indefinite Quantity (ID/IQ) multiple award contract that shall provide a broad range of services and products to provide sustainable chemical, biological, radiological, nuclear, and explosives (CBRNE) threat reduction capabilities to partner nations. The Government intends to award up to six (6) contracts and the ordering period will contain a five (5) year base period with an optional ordering period of three (3) years for a total of eight (8) years. Additionally, Task Orders issued under this ID/IQ may be for a duration of three (3) years past the last ordering date of the ID/IQ contracts. The minimum order guarantee is **\$500,000.00** for each contract holder and it does not include the total award amount for Task Order 0001 as that will be awarded separately. **The aggregate total for all contracts awarded under this ID/IQ shall not exceed \$970,000,000.00.**

SPECIFICATIONS

The North American Industry Classification System (NAICS) for this acquisition is 541990: All Other Professional, Scientific, and Technical Services. The small business size standard of \$15M does not apply to this solicitation.

The location of work to be performed may be in the United States and its outlying areas. Additionally, work may be performed in one or more of the following countries: Afghanistan, Armenia, Azerbaijan, Cambodia, Cameroon, China, Ethiopia, Georgia, Guinea, India, Iraq, Jordan, Kazakhstan, Kenya, Lao PDR, Lebanon, Liberia, Malaysia, Moldova, Pakistan, Philippines, Senegal, Sierra Leone, Singapore, South Africa, Tanzania, Thailand, Tunisia, Turkey, Uganda, Ukraine, Uzbekistan, and Vietnam.

Refer to Section J, Attachment 1 for the Statement of Objectives (SOO).

Section D - Packaging and Marking

REFERENCES

1. DoD Supply Chain Materiel Management Procedures (DoDM 4140.01)
<https://www.dlmso.dla.mil/elibrary/manuals/regulations.asp>
2. Title 49 Code of Federal Regulations (CFR) Parts 171-177: Hazardous Material Regulation U.S. Department of Transportation (DOT)
<https://www.ecfr.gov/cgi-bin/text-idx?SID=028795c5b4a0b194cc473338c7237c13&mc=true&tpl=/ecfrbrowse/Title49/49CIsupchapC.tpl>
3. International Air Transport Association (IATA) Dangerous Goods Regulations (DGR)
<http://www.iata.org/publications/dgr/Pages/index.aspx>
4. International Maritime Dangerous Goods (IMDG) Code
<http://www.imo.org/en/Publications/IMDGCode/Pages/Default.aspx>
5. Segregation Table for Hazardous Materials - 49 CFR §177.848
<https://www.gpo.gov/fdsys/granule/CFR-2011-title49-vol2/CFR-2011-title49-vol2-sec177-848>
6. Occupational Health and Safety Standards (OSHA) – Toxic and Hazardous Substances: Applicable Transport and Shipping Regulations - 29 CFR §1920.1200
<https://www.ecfr.gov/cgi-bin/text-idx?rgn=div8&node=29:6.1.1.1.1.1.1.36>

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
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government

Section F - Deliveries or Performance

PERIOD OF PERFORMANCE**Base Year**

The Period of Performance (PoP) for the base period shall commence upon receipt of a fully executed contract and continue through **60 months** after contract award. The ordering period for the base year is applicable to all CLINs 0001 through 0007.

Option Year(s)

If exercised, the PoP for the option period shall commence upon receipt of a fully executed contract modification and continue through **36 months** after contract award. The ordering period for option(s) is applicable all CLINs 0008 through 0014.

Task Orders

The PoP for all Task Orders may extend up **36 months** after the last day of the ordering period to achieve contract completion.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 18-APR-2018 TO 17-APR-2023	N/A	N/A FOB: Destination	
0002	POP 18-APR-2018 TO 17-APR-2023	N/A	N/A FOB: Destination	
0003	POP 18-APR-2018 TO 17-APR-2023	N/A	N/A FOB: Destination	
0004	POP 18-APR-2018 TO 17-APR-2023	N/A	N/A FOB: Destination	
0005	POP 18-APR-2018 TO 17-APR-2023	N/A	N/A FOB: Destination	
0006	POP 18-APR-2018 TO 17-APR-2023	N/A	N/A FOB: Destination	
0007	POP 18-APR-2018 TO 17-APR-2023	N/A	N/A FOB: Destination	
0008	POP 18-APR-2023 TO 17-APR-2026	N/A	N/A FOB: Destination	
0009	POP 18-APR-2023 TO 17-APR-2026	N/A	N/A FOB: Destination	
0010	POP 18-APR-2023 TO 17-APR-2026	N/A	N/A FOB: Destination	
0011	POP 18-APR-2023 TO 17-APR-2026	N/A	N/A FOB: Destination	
0012	POP 18-APR-2023 TO 17-APR-2026	N/A	N/A FOB: Destination	
0013	POP 18-APR-2023 TO 17-APR-2026	N/A	N/A FOB: Destination	
0014	POP 18-APR-2023 TO 17-APR-2026	N/A	N/A FOB: Destination	

Section H - Special Contract Requirements

CONTENTS

- H1. Ordering Procedures
- H2. Ramp-On/ Ramp-Off
- H3. Commercial Items
- H4. International Agreements

H1. Ordering Procedures

1. General Information

Unless the Contracting Officer determines that an Exception to Fair Opportunity (ETFO) exists, all contract holders will be provided a fair opportunity for consideration of each Task Order (TO) award. IAW FAR Subpart 16.5, if the Contracting Officer determines an ETFO exists, the number of contract holders may be limited to one or more eligible to submit proposals. The Contracting Officer will determine whether an ETFO exists based on the requirements in law and regulation. Even if the Contracting Officer determines an ETFO exists, the Contracting Officer will select one of the procedures in paragraph 2 below to award the TO.

Under the provisions of 10 U.S.C. 2304c, and as amended, a protest is not authorized in connection with the issuance or proposed issuance of an individual TO under \$25 million, except for a Protest on the grounds that the order increases the scope, period, or maximum value of the contract under which the order is issued.

For this contract, the designated TO ombudsman is Mr. Edward Archer, DTRA/J48SB, (703) 767-7889. The TO ombudsman is responsible for reviewing complaints from contract holders and ensuring that all of the Contractors are afforded a fair opportunity to be considered for TOs consistent with procedures in the contract. However, it is not within the designated TO ombudsman's authority to prevent the issuance of an order or disturb an existing order.

2. TO Award Procedures

TOs will be awarded using one of the three (3) following procedures:

A. Full Proposal

This procedure will be commonly utilized for TO awards. The contract holders will receive a Task Order Request for Proposal (TORP) which will provide instructions to Offerors, terms and conditions, evaluation criteria, and a Statement of Objectives (SOO) Statement of Work (SOW), or Performance Work Statements (PWS). The contract holders will be expected to submit a full cost and technical proposal. Specific instructions detailing what shall be submitted with the proposal will be tailored to each TO. At a minimum, each TORP will require the contractor to provide: comprehensive technical and management approach to accomplish the scope of work, proposed schedule, and detailed cost or pricing. When utilizing this process, the Government intends to award the TO without discussions and it also reserves the right to hold discussion at the Contracting Officer's discretion.

B. Down Select

This procedure is typically for unknown conditions when the requirements may not be well-defined. The contract holders will receive a TORP which will provide instructions to Offerors, terms and conditions, and evaluation criteria. Unlike the Full Proposal procedure, the TORP may contain a higher level statement of need without specificity. In the Down Select process, the SOO, SOW, or PWS may be unknown and the Government intends to request a Top Level Work Plan (TWP) which describes the Contractor's concept and technical approach to meet the mission requirements. The Government will select one Contractor that

offers the best approach to mission capability which includes the management plan and technical approach. The selection of the awardee may occur before the final value of the contract is determined because the final contract value is subject to discussions. The unsuccessful offerors will be notified. The Government reserves the right to negotiate the proposed price or cost to ensure that the price or cost is affordable to the Government and that the proposal in its entirety is tailored to the specifications of the requirement. Notwithstanding the foregoing, the Government reserves the right to award without discussions when necessary.

C. Rapid Response

This procedure is anticipated to be used when the requirement is known but must be accomplished immediately with short notice. In order to support this, contract holders must respond quickly to the TORP and submission deadlines which may be under 30 days. When this procedure is utilized, the Contracting Officer will consider the following criteria: level of effort and Period of Performance (PoP) no more than one (1) year. The contract holders will receive a TORP which will provide instructions to Offerors, terms and conditions, evaluation criteria, and a SOO, SOW, or PWS. It will also specify if the procurement will be either a materiel buy or a services buy and the CLIN structure will be further detailed in the TORP. The contract holders will be expected to submit a full cost and technical proposal. Specific instructions detailing what shall be submitted with the proposal will be tailored to each TO. At a minimum, each TORP will require the contractor to provide: comprehensive technical and management approach to accomplish the scope of work, proposed schedule, and detailed cost or pricing. When utilizing this process, the Government intends to award the TO without discussions and it also reserves the right to hold discussion at the Contracting Officer's discretion.

H2. Ramp-On/ Ramp-Off Procedures

In order to maintain a competitive environment throughout the ordering period, DTRA intends to use a Ramp-On process to ensure a sufficient pre-qualified pool of contract holders. DTRA may elect to Ramp-On additional contract holders through a release of a solicitation on a full and open competition basis. Furthermore, if a contract holder does not meet the standard set forth in the QASP, DTRA may elect to Ramp-Off the contractor. The Ramp-Off process shall be mutually agreed upon between the Government and the Contractor considered for Ramp-Off and formally executed through a contract modification.

H3. Commerical Items

The commerical clauses 52.212-4 and 52.212-5 are included in this solicitation by reference only in Section I. At the time of Task Order award, they will included and tailored for each commerical Task Order.

H4. International Agreements

Applicable agreements between DoD/DTRA and the host nations shall be included at the Task Order Level.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.203-18	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements--Representation	JAN 2017
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery Contracts	OCT 2016
52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2017
52.215-1 Alt I	Instructions to Offerors--Competitive Acquisition (Jan 2017) Alternate I	OCT 1997
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010

52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-21 Alt II	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications (Oct 2010) - Alternate II	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.215-23 Alt I	Limitations on Pass-Through Charges (Oct 2009) - Alternate I	OCT 2009
52.216-8	Fixed Fee	JUN 2011
52.216-27	Single or Multiple Awards	OCT 1995
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2016
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.222-26	Equal Opportunity	APR 2015
52.222-27	Affirmative Action Compliance Requirements for Construction	APR 2015
52.222-29	Notification Of Visa Denial	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-8	Duty-Free Entry	OCT 2010
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.225-26	Contractors Performing Private Security Functions Outside the United States	OCT 2016
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.230-2	Cost Accounting Standards	OCT 2015
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	AUG 2012
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
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984

52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-25 Alt I	Prompt Payment (July 2013) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-1	Disputes	MAY 2014
52.233-1 Alt I	Disputes (May 2014) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
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 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-4	Changes	JUN 2007
52.243-6	Change Order Accounting	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUN 2016
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
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
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-6 Alt I	Inspection--Time And Material And Labor Hour (May 2001) - Alternate I	APR 1984
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011

252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- DEC 2008	
	Contract-Related Felonies	
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-0002	Line Item Specific: Sequential ACRN Order	SEP 2009
252.204-0003	Line Item Specific: Contracting Officer Specified ACRN Order	SEP 2009
252.204-0004	Line Item Specific: by Fiscal Year	SEP 2009
252.204-0005	Line Item Specific: by Cancellation Date	SEP 2009
252.204-0006	Line Item Specific: Proration	SEP 2009
252.204-0007	Contract-wide: Sequential ACRN Order	SEP 2009
252.204-0008	Contract-wide: Contracting Officer Specified ACRN Order	SEP 2009
252.204-0009	Contract-wide: by Fiscal Year	SEP 2009
252.204-0010	Contract-wide: by Cancellation Date	SEP 2009
252.204-0011	Contract-wide: Proration	SEP 2009
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.204-7008	Compliance with Safeguarding Covered Defense Department Controls.	AUG 2015
252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.- International Atomic Energy Agency Additional Protocol	JAN 2009
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 Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7003	Item Unique Identification and Valuation	MAR 2016
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	AUG 2016
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7048	Export-Controlled Items	JUN 2013
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	FEB 2014
252.227-7013 Alt I	Rights in Technical Data--Noncommercial Items (FEB 2014) - Alternate I	JUN 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014

252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
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 2016
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.228-7000	Reimbursement for War-Hazard Losses	DEC 1991
252.228-7003	Capture and Detention	DEC 1991
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.229-7001	Tax Relief	SEP 2014
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.235-7004	Protection of Human Subjects	JUL 2009
252.237-7019	Training for Contractor Personnel Interacting with Detainees	JUN 2013
252.242-7004	Material Management And Accounting System	MAY 2011
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	SEP 2016
252.246-7001	Warranty Of Data	MAR 2014
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.249-7002	Notification of Anticipated Contract Termination or Reduction	OCT 2015

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (ii) Alternate I (NOV 2011) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (JAN 2011) of 52.219-4.

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

___ (ii) Alternate I (NOV 2011).

___ (iii) Alternate II (NOV 2011).

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Nov 2016) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

___ (iii) Alternate II (Nov 2016) of 52.219-9.

____ (iv) Alternate III (Nov 2016) of 52.219-9.

____ (v) Alternate IV (Nov 2016) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

X (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

X (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

X (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016).

____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (45) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (June, 2016) (E.O. 13693).

____ (47) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (48) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (49) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (50) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (51) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (52) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (53) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (54) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (55) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (56) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (57) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (58) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (59) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

____ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

____ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

Per Court Injunction dated 24 Oct 2016 and OMB memo dated 25 Oct 2016 do not implement the following until further direction.

(xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (OCT 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

(xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (OCT 2016)).

(xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xx) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (NOV 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(iii) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (APR 1984).

(ii) 52.232-8, Discounts for Prompt Payment (FEB 2002).

(iii) 52.232-11, Extras (APR 1984).

(iv) 52.232-25, Prompt Payment (JUL 2013).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013).

(vii) 52.233-1, Disputes (MAY 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (Nov 2016).

(ix) 52.222-55, Minimum Wages Under Executive Order 13658 (MAR 2016) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$30,000 or more).

(ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold).

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212) (applies to contracts of \$150,000 or more).

(v) 52.222-36, Equal Employment for Workers with Disabilities (JUL 2014) (29 U.S.C. 793) (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States). (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212) (Applies to contracts of \$150,000 or more).

(vii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf).

(viii)(A) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O 13627) (Applies to all solicitations and contracts).

(B) Alternate I (MAR 2015) (Applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies).

(ix) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (Executive Order 13658) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia)).

(x) 52.223-5, Pollution Prevention and Right-to-Know Information (MAY 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(xi) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693)(applies to contracts for products as prescribed at FAR 23.804(a)).

(xii) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693) (Applies to maintenance, service, repair, or disposal of refrigeration equipment and air conditioners).

(xiii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR[supreg] Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance).

(xiv) 52.223-20, Aerosols (June, 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons as a propellant or as a solvent; or contracts for maintenance or repair of electronic or mechanical devices).

(xv) 52.223-21, Foams (June, 2016) (E.O. 13693) (Applies to contracts for products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent; or contracts for construction of buildings or facilities.

(xvi) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 67) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States).

(xviii) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (JUL 2013) (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xix) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (JUL 2013) (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xx) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241) (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (June, 2016) (Applies to contracts when the contractor or a subcontractor at any tier may have Federal contract information residing in or transiting through its information system.

(ii) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (Applies to contracts over \$35,000).

(iii) 52.211-17, Delivery of Excess Quantities (SEP 1989) (Applies to fixed-price supplies).

(iv) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(v) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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/>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

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

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

(End of clause)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA -- MODIFICATIONS (OCT 2010)--ALTERNATE I (OCT 2010)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If--

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the

same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments prepared in the following format: **To be determined at the Task Order Level and IAW FAR 15.408, Table 15-2, Note 2.**

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA -- MODIFICATIONS (OCT 2010)--ALTERNATE III (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(c) Submit the cost portion of the proposal via the following electronic media: **To Be Determined at the Task Order Level**

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA -- MODIFICATIONS (OCT 2010)—ALTERNATE IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: **To be determined at the Task Order Level and IAW FAR 15.408, Table 15-2, Note 2.**

(End of clause)

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)**(a) Invoicing.**

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the **30th** (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

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

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

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

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

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

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

- (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
- (J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).
- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
 - (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
 - (B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at https://www.whitehouse.gov/omb/procurement_index_exec_comp/
- (C) Identification of prime contracts under which the contractor performs as a subcontractor.
- (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
- (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
- (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
- (G) Management letter from outside CPAs concerning any internal control weaknesses.
- (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.
- (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
- (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
- (K) Federal and State income tax returns.
- (L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-10 INCENTIVE FEE (JUN 2011)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.

(c) Withholding of payment.

(1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by ... **To be determined at the Task Order Level** ... [Contracting Officer insert Contractor's participation] cents for every dollar that the total allowable cost is less than the target cost or decreased by ... **To be determined at the Task Order Level** ... [Contracting Officer insert Contractor's participation] cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than ... **To be determined at the Task Order Level** ... [Contracting Officer insert percentage] percent or less than ... **To be determined at the Task Order Level** ... [Contracting Officer insert percentage] percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

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 the **date of award** through the **Period of Performance of the Base Period** and, if exercised, to **extend three (3) years for the option** ordering period.

(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 **\$500,000.00** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$250,000,000.00**;

(2) Any order for a combination of items in excess of **\$500,000,000.00**; or

(3) A series of orders from the same ordering office within **180** days 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 **7** 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 **the end of each Task Order Period of Performance (PoP)**.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **60 days**.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30** days (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60** days (60 days unless a different number of days is inserted) before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **132 months**.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

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

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

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

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

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

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

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

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

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

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

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

(i) In a designated operational area during--

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

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

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

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

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

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

(3) Contractor personnel are civilians.

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

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

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

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

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

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

(2) Treaties and international agreements;

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

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

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

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

- (i) All required security and background checks are complete and acceptable.
- (ii) All personnel are medically and physically fit and have received all required vaccinations.
- (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
- (iv) All personnel have received--
 - (A) A country clearance or special area clearance, if required by the chief of mission; and
 - (B) Theater clearance, if required by the Combatant Commander.
- (v) All personnel have received personal security training. The training must at a minimum--
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.
- (vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.
- (3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--
 - (i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 et seq.);
 - (ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and
 - (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).
- (f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--
 - (1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;
 - (2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

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

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

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

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

(i) Weapons. (1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The (Contracting Officer to specify individual, e.g., Contracting Officer Representative, Regional Security Officer, etc.) may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees. **This shall be determined at the Task Order Level.**

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

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

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

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

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

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

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

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

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

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

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

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

(m) Personnel recovery.

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

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

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

(n) Notification and return of personal effects.

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

(i) Dies;

(ii) Requires evacuation due to an injury; or

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

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

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

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

(2)(i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

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

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

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

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

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

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

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

(End of clause)

52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of any country, or from which the Contractor or any subcontractor under this contract is exempt under the laws of the subject Government, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

(End of clause)

52.232-16 PROGRESS PAYMENTS (APR 2012)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

- (i) In accordance with the terms and conditions of a subcontract or invoice; and
 - (ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.
- (3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--
- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
 - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).
- (4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:
- (i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.
 - (ii) Costs incurred by subcontractors or suppliers.
 - (iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.
 - (iv) Payments made or amounts payable to subcontractors or suppliers, except for --
- (A) Completed work, including partial deliveries, to which the Contractor has acquired title; and
 - (B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.
- (5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor
- (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.
- (6) The total amount of progress payments shall not exceed 80 percent of the total contract price.
- (7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.
- (8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.
- (9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.
- (b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an

alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in subparagraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d) (2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall

(i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost (see 45.101).

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records. (1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30th (Contracting Officer insert date as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

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

(End of clause)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquiries into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (1)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

52.244-2 SUBCONTRACTS (OCT 2010)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

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

(2) Is fixed-price and exceeds—

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

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: **To be determined at the Task Order Level**

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

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

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

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

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

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: **To be determined at the Task Order Level**

(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 address: **<http://farsite.hill.af.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 **clause in this contract or Task Orders under this contract** with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.203-9000 PROHIBITION ON THE USE OF SENIOR MENTORS (JUNE 2010)

(a) The use of senior mentors by the Defense Threat Reduction Agency (DTRA) enhances the readiness of the Agency across a wide range of strategic, operational, joint, functional, technical, management and development mission areas. The relevant prior service, joint force experience, and unique expertise of these senior consultants provide senior leadership with valuable insights and contribute to the continuous improvement of the Agencies' operations.

(b) For the purposes of this clause, Senior Mentor is defined as a retired flag, general or other military officers (O-6) or retired senior civilian official (Senior Executive Service (SES), Senior Level (SL), Scientific and Professional (ST)) who provides expert experience-based mentoring, teaching, training, advice, and recommendations to senior military officers, staffs and students as they participate in war games, warfighting courses, operational planning, operational exercises, and decision-making exercises.

(c) In accordance with Secretary of Defense Memorandum entitled "Policy on Senior Mentors" dated April 1, 2010, DTRA will hire all senior mentors as highly qualified experts (HQE) under 5 U.S.C. 9903. This policy balances the need for DTRA to secure the specialized knowledge required for these operational exercises with the need to hire such experts in a manner that promotes public trust and confidence.

(d) The Contractor shall not include the use of senior mentors in bids or proposals for services/supplies offered to DTRA.

(e) The Contractor shall include the substance of this clause in all subcontracts.

(End of Clause)

252.204-9004 IMPLEMENTATION OF DISCLOSURE OF INFORMATION (AUG 2014)

In accordance with DFARS 252.204-7000 Disclosure of Information, any information to be released shall be submitted at least 10 days before the proposed release date, for security and policy review. Submit one copy to each below:

- (a) Office of Public Affairs, DTRA/J0XGP, 8725 John J. Kingman Dr, MS 6201, Ft Belvoir VA 22060-6201.
- (b) Contracting Officer
- (c) Program Manager
- (d) Task Order Manager

(End of Clause)

252.209-9000 ORGANIZATIONAL CONFLICTS OF INTEREST (FEB 2011)

a. Purpose. The primary purpose of this Clause is to aid in ensuring that: (1) the Contractor's objectivity and judgment are not biased because of its past, present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to work under this Contract, (2) the Contractor does not obtain an unfair competitive advantage by virtue of its access to non-public information regarding the Government's program plans and actual or anticipated resources, and (3) by virtue of its access to proprietary information belonging to others, the Contractor does not obtain any unfair competitive advantage.

b. Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this Clause as prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity.

(1) Maintenance of Objectivity: The Contractor shall be ineligible to participate in any capacity in contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the Contractor's performance of work under this Contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any services under this Contract on any of its own products or services, or the products or services of another firm if the Contractor is, or has been, substantially involved in their development or marketing. In addition, if the Contractor under this Contract prepares a complete, or essentially complete, Statement of Work to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such Statement of Work or specifications. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts.

(2) Access To and Use of Government Information: If the Contractor, in the performance of this Contract, obtains access to information such as plans, policies, reports, studies, financial plans, or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the Contracting Officer, it shall not: (a) use such information for any private purpose unless the information has been released or otherwise made available to the public, (b) compete for work based on such information for a period of six (6) months after the completion of this Contract, or until such information is released or otherwise made available to the public, whichever occurs first, (c) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public, and (d) release such information unless such information has previously been released or otherwise made available to the public by the Government.

(3) Access To and Protection of Proprietary Information: The Contractor agrees that, to the extent it receives or is given access to proprietary data, trade secrets, or other confidential or privileged technical, business, or financial information (hereinafter referred to as "proprietary data") under this Contract, it shall treat such information in accordance with any restrictions imposed on such information. The Contractor further agrees to enter into a written agreement for the protection of the proprietary data of others and to exercise diligent effort to protect such proprietary data from unauthorized use or disclosure. A copy of each such written agreement shall be furnished to the Contracting Officer. In addition, the Contractor shall obtain from each employee who has access to proprietary data and Government information (defined in subparagraph b(2)) under this Contract, a written agreement which shall in substance provide that such employee shall not, during his/her employment by the Contractor or thereafter, disclose to others or use for their benefit, proprietary data received in connection with the work under this Contract.

c. Subcontracts: The Contractor shall include this Clause, including this paragraph, in consulting agreements and subcontracts of any tier. The terms "contract," "Contractor," and "Contracting Officer" will be appropriately modified to preserve the Government's rights.

d. Representations and Disclosures:

(1) The Contractor represents that it has disclosed to the Contracting Officer, prior to award, all facts relevant to the existence or potential existence of organizational conflict of interests as that term is used in FAR Subpart 9.5.

(2) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract, prompt and full disclosure shall be made in writing to the Contracting Officer which shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts.

e. Remedies and Waiver:

(1) For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed during this contract, the Government may terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the Contractor discovers and promptly reports an organizational conflict of interest (or potential therefore) subsequent to contract award, the

Contracting Officer may terminate this contract for convenience if such termination is deemed to be in the best interest of the Government.

(2) The parties recognize that it is impossible to foresee each circumstance to which this clause might be applied in the future and that the clause has effect which will survive the performance of this contract. Accordingly, the Contractor may at any time seek a waiver from the Contracting Officer by submitting a full written description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Head of Contracting Activity will grant such a waiver in writing.

f. Modifications: Prior to a contract modification, when the Statement of Work is changed to add new work or the period of performance is significantly increased, the Contracting Officer will request, and the Contractor is required to submit, either an organizational conflict of interest disclosure or an update of the previously submitted disclosure or representation.

g. Termination: The restrictions imposed by paragraph b(1) of this clause will terminate one year after final payment on this contract. Restrictions upon use of government information and the requirement to protect proprietary information are permanent.

h. If an OCI mitigation plan is incorporated into the contract, the detailed implementation of the requirements of this clause is in the Contractor's OCI mitigation plan attached to this contract.

(End of Clause)

252.209-9002- Non Government Support Personnel (JAN 2008)

The following companies may have access to contractor information, technical data or computer software that may be marked as proprietary or otherwise marked with restrictive legends: Tenica, LLC (contract specialist support); Booz Allen Hamilton and Subcontractors At-Risk, BAI, Inc. Culmen, Dade Moeller, Engility, GS5, Millennium, Octant Associates, Roesler Thompson, SoundWay Consulting, T.H. Byce Consulting, Toeroek, TS2, WSP Group (advisory and assistance services). Each contract contains organizational conflict of interest provisions and/or includes contractual requirements for non-disclosure of proprietary contractor information or data/software marked with restrictive legends. The contractor, by submitting a proposal or entering into this contract, is deemed to have consented to the disclosure of its information to the Contractors listed above.

(End of clause)

252.216-9005 PROFIT OR FEE ON TRAVEL COSTS (JUL 2008)

Travel shall not be a profit or fee bearing cost element.

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (OCT 2015)

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

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

Contractors authorized to accompany the Force, or CAAF, means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable

operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

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

Designated reception site means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

Non-CAAF means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in a designated operational area outside the United States to support U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Peace operations, consistent with Joint Publication 3-07.3; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel supporting the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

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

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U.S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

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

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

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

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

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

- (iii) United States regulations, directives, instructions, policies, and procedures; and
 - (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.
- (3) The Contractor shall ensure that CAAF and non-CAAF are aware--
- (i) Of the DoD definition of "sexual assault" in DoD Directive 6495.01, Sexual Assault Prevention and Response Program;
 - (ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws;
 - (iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).
- (4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—
- (i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or
 - (ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).
- (5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:
- (i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.
 - (ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.
 - (iii) That this section does not create any rights or privileges that are not authorized by law or DoD policy.
- (6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—
- (i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;
 - (ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;
 - (iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;
 - (iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;
 - (v) To any command of any supported military element or the command of any base.
- (7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html.

Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8)(i) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces are aware of their rights to--

(A) Hold their own identity or immigration documents, such as passport or driver's license, regardless of the documents' issuing authority;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal host-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(ii) The Contractor shall post these rights in employee work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.

(iii) The Contractor shall enforce the rights of Contractor personnel supporting the U.S. Armed Forces.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

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

(ii) All CAAF deploying in support of an applicable operation—

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

(C) Have received all required immunizations as specified in the contract.

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the designated operational area a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as Approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall—

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

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

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

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through—

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

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

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);

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

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

(iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

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

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, to enter and maintain the data for all CAAF and, as designated by USD (AT&L) or the Combatant Commander, non-CAAF supporting U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause.

(2) The Contractor shall enter the required information about their contractor personnel prior to deployment and shall continue to use the SPOT web-based system at <https://spot.dmdc.mil> to maintain accurate, up-to-date information throughout the deployment for all Contractor personnel. Changes to status of individual Contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html.

(h) Contractor personnel.

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

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that Contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

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

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

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

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, Operational Contractor Support. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

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

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

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

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

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

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

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

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

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

(n) Next of kin notification and personnel recovery.

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

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

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

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

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are supporting U.S. Armed Forces deployed outside the United States in--

(1) Contingency operations;

(2) Peace operations consistent with Joint Publication 3-07.3; or

(3) Other military operations or military exercises, when designated by the Combatant Commander or as directed by the Secretary of Defense.

(End of clause)

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

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

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from **the appropriate agency security office**. [Contracting Officer to insert applicable information cited in PGI 225.372-1].

(End of clause)

252.225-7985, Contractor Personnel Performing in Support of Operation United Assistance (OUA) in the United States Africa Command (USAFRICOM) Theater of Operations (DEVIATION 2015-O0003)

Use this clause in solicitations and contracts that will require contractor personnel to perform construction or services, or to deliver supplies, in support of OUA in the USAFRICOM theater of operations. This clause does not replace the use of clause DFARS 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States, as prescribed in DFARS 225.7402-5(a), but supplements paragraphs (c) and (g) of that clause.

**CONTRACTOR PERSONNEL PERFORMING IN SUPPORT OF OPERATION UNITED ASSISTANCE (OUA) IN
THE UNITED STATES AFRICA COMMAND (AFRICOM) THEATER OF OPERATIONS
(DEVIATION 2015-O0003) (DECEMBER 2014)**

(a) *Synchronized Predeployment and Operational Tracker (SPOT)*.

(1) For United States citizen and third-country national Contractor personnel performing under this contract in support of OUA in the USAFRICOM theater of operations, the Contractor shall—

(i) Comply with the SPOT registration requirements at paragraph (a)(2) of this clause;
(ii) Use the SPOT web-based system to enter and maintain accurate, up-to-date information on individual Contractor personnel throughout employment in support of OUA in the USAFRICOM theater of operations area; and
(iii) Annotate changes to status of individual Contractor personnel relating to their in-theater arrival date, duty location, and medical quarantine status, to include closing out the employment with their proper status (e.g., mission complete, killed, wounded), within the SPOT web-based system in accordance with the processes and timelines established in the SPOT business rules at <http://www.acq.osd.mil/log/PS/spot.html>.

(2) SPOT registration requirements.

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate.

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(ii) Contractor administrators shall register for a SPOT account at <https://spot.dmdc.mil>.

(iii) The SPOT Customer Support Team must validate user need. This process may take two business days. Contractor representatives will be contacted to validate Contractor administrator account requests and determine the appropriate level of user access.

(iv) Upon approval, all users shall access SPOT at <https://spot.dmdc.mil/>.

(v) Refer SPOT application assistance questions to the Customer Support Team at—

(A) Phone: 703-578-5407, DSN 312-698-5407; or

(B) Email: dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil.

(vi) Refer to the SPOT OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for additional training resources and documentation regarding registration for and use of SPOT.

(b) *Monthly report.* The Contractor shall provide to the Contracting Officer, on a monthly basis, the aggregate count, by country, of all local national, Contractor employees performing on service or construction contracts for 30-days or longer.

(c) *Contractor emergency medical care.* For United States citizen and third-country national Contractor personnel performing under this contract in support of OUA in the USAFRICOM theater of operations—

(1) Contractor employees shall receive emergency care in military treatment facilities and emergency evacuation in order to save life, limb, or eyesight. Contractor employees shall be stabilized, and then referred to their health care system as soon as the emergency period ends. Inter-theater emergency evacuation requires patient movement approval;

(2) Contractor employees shall have a Letter of Authorization (LOA) and a valid government-issued photo ID and passport;

(3) Sick call or routine medical care will not be provided;

(4) Primary medical and/or dental care is not authorized; and

(5) Emergency medical care costs will be reimbursed in accordance with the terms of the DoD contract.

(d) *Medical evacuation of contractor personnel.*

(1) For United States citizen and third-country national Contractor personnel performing under this contract, DoD will provide—

(i) Aero-medical evacuation of Ebola Virus Disease (EVD) exposed but asymptomatic, EVD infected, and EVD symptomatic patients out of the Ebola-affected nations when available and in accordance with the contract terms and conditions, in coordination with the United States Transportation Command (USTRANSCOM) and/or commercial carriers as available, on a reimbursable basis via the most appropriate means of conveyance; and

(ii) Aero-medical evacuation of non-Ebola-related and no-risk patients out of the Ebola-affected nations when able and in accordance with the contract terms and conditions, in coordination with USTRANSCOM and/or commercial carriers as available, on a reimbursable and case-by-case basis.

(2) For local national Contractor personnel performing under this contract in support of OUA in the USAFRICOM theater of operations—

(i) Non-healthcare provider employees who are deemed EVD-symptomatic and infected shall be referred to a local Ebola treatment unit for treatment; and

(ii) Healthcare provider employees who are deemed EVD-symptomatic and infected shall be referred to the Monrovia Medical Unit for treatment.

(3) Unless specified elsewhere in the contract, the Contractor is responsible for all other support required for its personnel performing in the designated operational area. Allowable costs are determined in accordance with FAR subpart 31.

(e) Upon redeployment from an Ebola-affected nation, Contractor personnel performing under this contract shall comply with the following--

(1) U.S. Federal, including Centers for Disease Control and Prevention, and State and local public health authority requirements for return to, and activities in, the United States and its territories; and

(2) Other foreign nation requirements as stipulated for entry into those countries or territories.

(f) *Other government-furnished support.*

(1) Any contractor who is entitled to U.S. Government-furnished support must have a SPOT-generated LOA signed by the Contracting Officer in order to travel to, from, or within the OUA Joint Operational Area (JOA). The LOA also will identify any additional authorizations, privileges, or U.S. Government support to which contractor personnel are entitled under this contract.

(2) In accordance with DFARS Subpart 225.7402, the Government will provide Contractor personnel the services checked below: *[Contracting Officer to enter the names of the Contractor operating locations that the requiring activity has properly coordinated with the applicable Joint Forces Command (JFC) representatives.]*

(i) For United States citizens:

- ☐ APO/FPO Postal Service
- ☐ Billeting
- ☐ CAC
- ☐ Contractors Authorized to Accompany Forces (CAAF)
- ☐ Government Dining Facilities (DFAC)
- ☐ Excess Baggage
- ☐ Government Furnished Meals
- ☐ Local Access Badge
- ☐ Military Banking
- ☐ Military Exchange
- ☐ Military Issued Clothing
- ☐ Military Issued Equipment
- ☐ Morale, Welfare, and Recreation (MWR) Facilities
- ☐ Non-CAAF
- ☐ Transportation (land transportation within OUA area)
- ☐ All of the above
- ☐ None of the above

(ii) For third-country national employees:

- ☐ Billeting
- ☐ CAC
- ☐ CAAF
- ☐ DFAC
- ☐ Excess Baggage
- ☐ Government Furnished Meals
- ☐ Local Access Badge
- ☐ Military Banking
- ☐ Military issued clothing
- ☐ Military Issued Equipment
- ☐ Non-CAAF
- ☐ Transportation (land transportation within OUA area)
- ☐ All of the above
- ☐ None of the above

(iii) Local National (LN) employees:

- ☐ CAC
- ☐ CAAF
- ☐ DFAC
- ☐ Government Furnished Meals
- ☐ Local Access Badge
- ☐ Military Issued Clothing
- ☐ Military Issued Equipment
- ☐ Non-CAAF
- ☐ Transportation (land transportation within OUA area)
- ☐ All of the above
- ☐ None of the above

(3) In the event of any discrepancy between the checked above and the description of services in the Statement of Work, this clause will take precedence.

(4) Due to urgency and timing of OUA JOA base life support throughout the country, standards will be lowered to an "expeditionary" environment. Expeditionary standards will be based on specific condition, and may include down grading from permanent housing (B-huts, hardened buildings) to temporary tents or other facilities.

(4) Due to the urgency and timing of OUA JOA efforts, DFACs may not be fully operational. Hot meals may decrease from three per day to one or none per day. Meals Ready to Eat (MREs) may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

(g) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (g)—

(1) In all subcontracts that require subcontractor personnel that are United States citizens or third-country nationals to perform outside the United States in support of OUA in the USAFRICOM theater of operations; and

(2) In subcontracts, to the maximum extent practicable, that require only subcontractor personnel that are local nationals to perform outside the United States in support of OUA in the USAFRICOM theater of operations.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) **to be determined at the Task Order Level** is/are incrementally funded. For this/these item(s), the sum of \$ **to be determined at the Task Order Level** of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

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

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

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

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

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled (set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

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

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

On execution of contract \$--

(month) (day), (year) \$---- **(to be determined at the Task Order Level)**

(month) (day), (year) \$---- **(to be determined at the Task Order Level)**

(month) (day), (year) \$---- **(to be determined at the Task Order Level)**

(End of clause)

252.232-9012 - Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) formally (WAWF) – RECEIPT AND ACCEPTANCE (RA) INSTRUCTIONS (OCT 2015)

(a) As prescribed in DFARS clause 252.232-7003 Electronic Submission of Payment Requests (Jun 2012), Contractors must submit payment requests in electronic form. Paper copies will no longer be accepted or processed for payment unless the conditions of DFARS clause 252.232-7003(c) apply. To facilitate this electronic submission, the Defense Threat Reduction Agency (DTRA) has implemented the DoD sanctioned Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) for contractors to submit electronic payment requests and receiving reports. The contractor shall submit electronic payment requests and receiving reports via (iRAPT). Vendors shall send an email notification to the Contracting Officer Representative (COR), Program/Project Manager or other government acceptance official identified in the contract by clicking on the Send Additional Email Notifications link upon every submission of an invoice/cost voucher in iRAPT. To access (iRAPT), go to <https://wawf.eb.mil>.

For questions, contact the DTRA iRAPT Team at dtra.belvoir.J4-8C.mbx.dtra-wawf-help@mail.mil.

(b) Definitions:

Acceptor: Contracting Officer's Representative, Program/Project Manager, or other government acceptance official as identified in the contract/order.

Pay Official: Defense Finance and Accounting Service (DFAS) payment office identified in the contract/order.

SHIP To/Service Acceptor DoDAAC: Acceptor DoDAAC or DCMA DoDAAC (as specified in the contract/order).

DCAA Auditor DoDAAC: Needed when invoicing on cost-reimbursable contracts. (Go to www.dcaa.mil and click on the appropriate link under Locator to search for your DCAA DoDAAC.)

>>>>> For contracts that are administered by the Office of Naval Research (ONR): <<<<< Enter the ONR DoDAAC in the DCAA Auditor and Service Approver DoDAAC field in iRAPT.

(c) iRAPT Contractor Input Information:

The contractor shall use the following information in creating electronic payment requests in (iRAPT):

Invoice Type in iRAPT:

If billing for Cost Type/Reimbursable contracts (including T&M and LH), select "Cost Voucher"

If billing for Firm-Fixed Price (FFP) Materials Only, select "Combo"

If billing for FFP Materials and Service, select "Combo"

If billing for FFP Services Only, select "2-n-1 (Services Only)"

If the contract contains both FFP and Cost Type (including T&M and LH) line items, they must be invoiced separately on appropriate types mentioned above. Upon the written approval of the Project Manager or Contracting Officer's Representative, the contractor may invoice both line items in one type of invoice.

For iRAPT Routing Information, See Table Below:

Description	SF 26	SF 33	SF 1449	DD 1155
	Located in Block/Section			
Contract Number	2	2	2	1
Delivery Order	See Individual Order		4	2
CAGE Code	7	15a	17a	9
Pay DoDAAC	12	25	18a	15
Inspection	Section E (except SF 1449, See Entitled): INSPECTION AND ACCEPTANCE			
Acceptance	Section E (except SF 1449, See Entitled): INSPECTION AND ACCEPTANCE			
Issue Date	3	5	3	3
Issue By DoDAAC	5	7	9	6
Admin DoDAAC	6	24	16	7
Ship To / Service Acceptor DoDAAC	6	24	16	7
Ship to Extension	Do Not Fill In			
Services or Supplies	Based on majority of requirement as determined by monetary value			
Final Invoice?	Do not change "N" (no) to "Y" (yes) unless this is the last invoice and the contract is ready for closeout.			

(d) Final Invoices/Vouchers -Final Payment shall be made in accordance with the Federal Acquisition Regulation (FAR) 52.216-7, entitled "Allowable Cost and Payment."

Invoices - Invoice 2-n-1 (Services Only) and Invoice and Receiving Report (Combo)

Select the "Y" selection from the "Final Invoice?" drop-down box when submitting the final invoice for payment for a contract. Upon successful submission of the final invoice, click on the *Send Additional Email Notifications*

link to send an additional email notification to the Contracting Officer Representative (COR), Program/Project Manager or other government acceptance official identified in the contract.

Final Cost Vouchers - Once the final DCAA audit is complete for cost reimbursable contracts and authorization from DCAA is received, submit the final cost voucher to dtra.belvoir.J4-8C.mbx.closeouts@mail.mil.

****DO NOT SUBMIT FINAL VOUCHERS (ENDING IN “Z”) VIA iRAPT, submit only to the e-mail listed above.**

(e) WAWF e-Business Suite Training may be accessed online at <https://wawftraining.eb.mil/wbt/>. To practice creating documents in iRAPT, visit the practice site at <https://wawftraining.eb.mil>. General DFAS information may be accessed using the DFAS website at <http://www.dfas.mil/>. Payment status information may be accessed using the myInvoice system at <https://wawf.eb.mil>. Your contract number and shipment/invoice number will be required to check status of your payment.

Note: For specific invoice related inquiries, email: dtra.belvoir.j4-8c.mbx.vendor-pay@mail.mil. Vendors shall forward any additional DTRA related iRAPT questions to dtra.belvoir.J4-8C.mbx.dtra-wawf-help@mail.mil.

(f) DCMA Administered Contract exceptions are as follows:

For iRAPT Routing Information, See Table Below:

Description	SF 26	SF 33	SF 1449	DD 1155
	Located in Block/Section			
Ship To / Service Acceptor DoDAAC	5	24	16	6

Final Cost Vouchers - Once the final DCAA audit is complete for cost reimbursable contracts and authorization from DCAA is received, submit the final cost voucher to the DCMA Office identified on the contract.

Note2: For specific invoice related inquiries, please contact the DCMA office identified on the contract. Vendors shall forward any additional DTRA related iRAPT questions to dtra.belvoir.J4-8C.mbx.dtra-wawf-help@mail.mil.

(End of clause)

252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) Definitions. As used in this clause-

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

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

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission-essential functions. These services are listed in attachment **(to be determined at the Task Order Level)**, Mission-Essential Contractor Services, dated **(to be determined at the Task Order Level)**.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the Contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this clause during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel, or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

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

(End of clause)

252.245-9000 GOVERNMENT PROPERTY (MAY 2013)

(a) In accordance with FAR 52.245-1(b), Property Management, and FAR 52.245-1(f), Contractor Plans and Systems, the Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession.

(b) The Contractor shall complete and return the applicable attachment(s) electronically:
i. Requisitioned Government-Furnished Property (RGFP) to include the following:

If Non-Reimbursable:

Item#
Description
CAGE Code
Marking Instrument

If Reimbursable:

Item#
Description
\$ Limit Authorized
Marking Instrument

NSN	NSN
Nomen	Nomen
Part or Indent#	Part or Indent
Quantity	Quantity
Type Designator	Unit of Measure
Unit Acquisition Cost	Use As Is
Unit of Measure	
Use As Is	

ii. Scheduled Government-Furnished Property (SGFP) to include the following:

<u>If Serialized Items List:</u>	<u>If Non –Serialized Items List:</u>
Item#	Item#
Description	Description
CAGE	CAGE
Marking Instrument	Marking Instrument
Model#	Model#
NSN	NSN
Nomen	Nomen
Part#	Part#
Part or Indent#	Part or Indent
Quantity	Quantity
Serial#	Type Designator
Type Designator	Unit Acquisition Cost
Unit Acquisition Cost	Unit of Measure
Unit of Measure	Use As Is
Use As Is	

The electronic property links are as follows:

Requisitioned Government-Furnished Property (RGFP):

<http://www.acq.osd.mil/dpap/pdi/pc/docs/RequisitionedGovernmentFurnishedPropertyFORM.pdf>

Scheduled Government-Furnished Property (SGFP):

<http://www.acq.osd.mil/dpap/pdi/pc/docs/ScheduledGovernmentFurnishedPropertyFORM.pdf>

(c) The Government Site Visits/Physical Inventory – The DTRA will annually verify the Property in the Possession of the Contractor. The Contractor's Point of Contact shall coordinate with the Program Manager/Contracting Officer Representative or DTRA Accountable Property Officer (APO) on prearranged site visits upon request.

(d) The physical inventory report shall be validated/confirmed via signature by both the Contractor's Property Administrator and the DTRA's Government Representative (i.e. COR, APO, etc.). Inventory discrepancies must be reported immediately to the Contracting Officer, COR/Program Manager and resolved by the DTRA APO.

(e) Inventory Disposal Schedule – When applicable, the Contractor shall submit the inventory disposal schedule to the DTRA Logistics Office (DTRA J4L) for approval 45 days prior to submission of an inventory disposal schedule to the Plant Clearance Officer.

(End of Clause)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

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

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

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

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

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

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

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

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

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

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

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

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

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

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

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

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address: **(to be determined at the Task Order Level)**

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION
Attachment 1	Statement of Objectives (SOO)
Attachment 2	DD 254
Attachment 3	Bidder's Library List
Attachment 4	Section L PPQs
Attachment 5	Section L TO 0001 CDRLs
Attachment 6	Section L TO 0002 SOW
Attachment 7	Section L TO 0003 SOW
Attachment 8	Cost Price Summary
Attachment 9	TO 0003 Cost Summary Template

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-3	Taxpayer Identification	OCT 1998
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-- Representation	NOV 2015
52.209-5	Certification Regarding Responsibility Matters	OCT 2015
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.215-6	Place of Performance	OCT 1997
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-38	Compliance With Veterans' Employment Reporting Requirements	FEB 2016
52.222-56	Certification Regarding Trafficking in Persons Compliance Plan.	MAR 2015
52.227-15	Representation of Limited Rights Data And Restricted Computer Software	DEC 2007
52.230-1	Cost Accounting Standards Notices And Certification	OCT 2015
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	JUN 2010
252.225-7003	Report of Intended Performance Outside the United States and Canada-- Submission with Offer	OCT 2015
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7014 Alt I	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (FEB 2014) - Alternate I	JUN 1995
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

CLAUSES INCORPORATED BY FULL TEXT**52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)**

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541990**.
- (2) The small business size standard is **\$15M. Small Business Size Standard does not apply to this solicitation.**
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- () Paragraph (d) applies.

() Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.209-11, Representation by Corporations Regarding delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xviii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

- (ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
- (iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.
- (iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
- (v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.
- (vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.
- (vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.
- (viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.
- (ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

X (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

___ (ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as

indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ____ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.230-7	Proposal Disclosure--Cost Accounting Practice Change	APR 2005
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011

CLAUSES INCORPORATED BY FULL TEXT

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)—ALTERNATE IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below: **Provide data as required and in accordance with Section L.**

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Indefinite-Delivery-Indefinite Quantity (ID/IO)** contract resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Tammy Feige
Contracting Officer
Defense Threat Reduction Agency/J4COC
8725 John J Kingman Rd. MSC 6201
Fort Belvoir, VA 22060-6201

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CONTENTS

- L1. General Instructions to Offerors
- L2. Volume I: ID/IQ Proposal Documentation
- L3. Volume II: ID/IQ Mission Capability
- L4. Volume III: ID/IQ Past Performance
- L5. Volume IV: Task Order 0001 (QASP Reporting)
- L6. Volume V: Task Order 0002 (Senegal)
- L7. Volume VI: Task Order 0003 (Philippines)

L1. General Instructions to Offerors**1. Communication:**

The primary point of contact is the Contract Specialist (CS), Ms. Joyce L. Gamboa who can be reached via email at joyce.l.gamboa.civ@mail.mil. The alternate point of contact is the Contracting Officer (CO), Ms. Tammy M. Feige who can be reached via email at tammy.m.feige.civ@mail.mil.

All questions, concerns, or requests for clarification shall be submitted electronically to dtra.belvoir.j48.mbx.fbo-notices@mail.mil no later than 3pm EST on 08 June 2017. Questions received after this date and time may not be responded to by the Government. All emails shall be clearly labeled in the subject line of the email with the RFP Number: HDTRA1-16-R-0027: CTRIC III. Offerors shall clearly identify the specific section of the solicitation to which each question relates when submitting questions. Reference should be made to the solicitation Section Heading, page number of the solicitation, and specific location on the page (e.g., third paragraph) in order to facilitate the Government's response to each question. Questions shall be submitted in a Microsoft Excel file following a format similar to the table below:

Question No.	Reference	Question Category	Question
#	Solicitation or Attachments, and Section	Contract or Technical	Question

Responses to submitted questions will be provided to all Offerors via an Amendment to this solicitation through FedBizOpps at <https://www.fbo.gov>. If Amendments to the solicitation are issued, all Offerors must acknowledge the Amendments by signing the accompanying Standard Form (SF) 30 and returning the signed SF 30 for all Amendments issued with the Offeror's proposal submission. Failure to acknowledge all Amendments issued by the Government may result in the proposal submitted in response to the solicitation being found non-responsive by the Government.

2. Errors, Omissions, or Ambiguities:

If an Offeror believes the solicitation, including the instructions to Offerors, contains an error, omission or ambiguity, or is otherwise unsound, the Offeror shall immediately notify the Contract Specialist and Contracting Officer in writing with supporting rationale at any point prior to the proposal submission deadline.

3. Proposal Organization:

The Offeror shall organize the proposal as set forth in the table below. The titles and contents of the volumes as well as the page limitations and number of required copies are specified. In the event that the table conflicts with the detailed instructions in the paragraphs that follow, the detailed instructions shall take precedence.

Volume	Volume Title	Soft Copy	Page Limit
I	ID/IQ PROPOSAL DOCUMENTATION	1	No Limit
II	ID/IQ MISSION CAPABILITY	1	40
III	ID/IQ PAST PERFORMANCE	1	No Limit
IV	TASK ORDER 0001 - QASP REPORTING	1	1
V	TASK ORDER 0002 - SENEGAL	1	20
VI	TASK ORDER 0003 - PHILIPPINES	1	25

4. Proposal Format:

Sufficient Detail:

The Offeror shall address the factors, subfactors, and their related elements as listed in Section L of the solicitation. Section M will describe how the Government will evaluate the Offeror's proposal. Be clear, concise, and include detailed explanations for substantiating the validity of stated assertions. Extraneous, repetitious, or wordy submissions are not desired and could result in lower ratings. Do not simply rephrase or restate the Government's requirements, but rather provide convincing rationale to address how the Offeror intends to meet the requirements. Walk the Government through your management and technical approaches and your cost estimating or pricing methods so that the Government has a clear understanding how you will execute the Government's requirements. Assume that Government has no prior knowledge of the Offeror's capabilities and experience and will base its evaluation solely on the information presented in the Offeror's proposal.

Physical Appearance of Submissions:

Elaborate brochures or documentation, detailed artwork, or other embellishments are unnecessary and are not desired. Proposals will be submitted in electronic copies. No models, mockups, or videos will be accepted.

Electronic Copies:

Electronic copies of each volume shall be submitted through the U. S. Army Aviation and Missile Research Development and Engineering Center (AMRDEC) tool which can be accessed at <https://safe.amrdec.army.mil/safe/Welcome.aspx>. All Offerors may utilize the "non-CAC users" option and submit proposals to the following recipients: joyce.l.gamboa.civ@mail.mil; tammy.m.feige.civ@mail.mil; and dtra.belvoir.j48.mbx.fbo-notices@mail.mil. Offerors are responsible for ensuring electronic copies are virus-free and shall run an anti-virus scan before submission. Electronic copies of each volume shall be compatible with the following software products: Adobe Acrobat Reader 11 and Microsoft Office Suite (Excel and Project) 2010. Note: The electronic copy shall be in Adobe Acrobat (except for Microsoft Excel) portable document file (pdf) searchable text format. Electronic files shall be clearly identified for each volume, section, and item. The Offeror shall not embed sound or video (e.g., MPEG) files into the proposal files. It is the Offeror's responsibility to obtain written confirmation of receipt of all electronic files of the full proposal by the DTRA Contracting office. In the event that the AMRDEC website is down, the alternate method for proposal submission is via email to: dtra.belvoir.j48.mbx.fbo-notices@mail.mil only. However, this is **not the preferred** method as inboxes get full and can easily bounce back emails. If AMRDEC has never been utilized by the Offeror, it is highly recommended to test document submissions and gain familiarity with this tool.

Minimum Cross-Referencing:

Each volume shall be written to the greatest extent possible on a stand-alone basis, so that its contents may be evaluated with a minimum of cross-referencing to other volumes of the proposal. Information required for proposal evaluation that is not found in its designated volume will be assumed to have been omitted from the

proposal. Organizational Conflicts of Interest assertions submitted in section L.2.10 may be cross-referenced in other volumes.

Glossary of Abbreviations and Acronyms:

Each volume shall contain a glossary of all abbreviations and acronyms used with an explanation for each. Glossaries do not count against the page limitation for their respective volumes.

Page Format Restrictions and Limitations:

Page Size:

Pages shall be 8.5 x 11 inches. Font size shall be twelve (12) point Times New Roman. Lettering within tables, charts, graphs, and figures shall be no smaller than ten (10) point Times New Roman. Margins on all four edges of each sheet will be at least one-inch. Proprietary statements, security markings, and page numbers shall be placed within the defined margin area. Pages shall be numbered sequentially by volume. In the event discussions are held, these page format restrictions shall apply to the Final Proposal Revisions (FPRs).

Page Limitations:

Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal. The excess pages will be deleted from the electronic copy of the proposal. Schedules are required for each Task Order (TO) requirement. Schedules shall be submitted in as a .pdf and .mpp files and are limited to 10 pages.

Pages Counted:

Pages furnished for organizational purposes only, such as a “Table of Contents” or divider tabs, are not included in the page limitation. Each page shall be counted except the following:

- Cover pages
- Table of Contents
- RFP cross-reference matrix
- Past performance consent letters
- Past Performance Questionnaires
- Glossary of Abbreviations and Acronyms
- List of figures, tables, or drawings
- Tabs/Dividers

Indexing:

Each volume shall contain a more detailed table of contents to delineate the sections within that volume. Tab indexing shall be used to identify sections.

Debriefings:

Pre-Award Debriefings:

Offerors excluded from the competitive range or otherwise excluded from the competition before award may request a debriefing by submitting a written request to the CS within three (3) business days after receipt of the notice of exclusion from the competitive range. The Government shall make every effort to debrief unsuccessful Offerors as soon as practicable.

Post-award Debriefings:

Offerors may request a debriefing by providing a written request to the CS within three (3) business days after receipt of the Contract Specialist’s notification. To the maximum extent practicable, debriefings will be conducted within fifteen (15) business days of the Offeror’s request.

Intent to Award without Discussions:

The Government reserves the right and intends to award without discussions. If, during the evaluation period, it is determined to be in the best interest of the Government to hold discussions, the discussions will be held with only those Offerors determined to be in the competitive range.

L2. Volume I – ID/IQ Proposal Documentation**1. Required Form: SF 33**

Offerors are required to complete and submit SF33 as part of its proposal along with any amendment receipt acknowledgement(s). Completion of SF 33 Blocks 12 through 18 is required. Signature and date by the Offeror on the SF 33 Blocks 17-18 constitutes an offer, which the Government may accept.

Validity Statement

The proposal shall be valid for at least **180 calendar days**. In addition, the Offeror shall make a clear statement that the proposal will be valid for the duration of the acceptance period.

2. Volume Organization:

As identified below, the Offeror shall submit each section in a separate document and shall be organized in the following order:

Section 1	Table of Contents List of Table and Drawings Glossary of Abbreviations and Acronyms RFP Cross-Reference Matrix
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3. Company Information:

Provide the company's street address, county, and facility code; Commercial and Government Entity (CAGE) Code; Data Universal Numbering System (DUNS) number; Taxpayer Identification Number (TIN); and size of business (large or small).

4. Authorized Offeror Personnel:

Provide the name, title, telephone number, and e-mail address of the company and division points of contact regarding decisions made with respect to the Offeror's proposal. Additionally, identify those individuals authorized to negotiate with the Government and who can obligate the Offeror contractually.

5. Teaming Arrangements:

IAW FAR Subpart 9.6, proposal submissions shall clearly specify the prime contractor in the Volume itself. A contractor team arrangement is defined when two or more companies form a partnership or joint venture to act as a potential prime contractor; or a potential prime contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program. The Offeror shall provide a matrix of all proposed subcontractors/team members and the specific area(s) within the SOO for which they will be utilized. The matrix shall clearly identify the CAGE and DUNS for each team member.

6. Government offices:

Provide the mailing address, telephone, and facility codes for the cognizant Contract Administration Office, Defense Contract Audit Agency (DCAA), and Defense Contract Management Agency (DCMA).

7. Security Requirements:

Provide information relative to Offeror's facility clearance and the contact information for the Offeror's security office. Information relative to subcontractor security requirements shall be included. Offeror's shall complete and submit Attachment 2, Department of Defense (DD) Form 254- Contract Security Classification

Specification.

8. Cost/Price Summary:

The Offeror shall complete and provide Attachment 8, Cost/Price Summary.

9. Exceptions to Terms and Conditions:

Exceptions taken to the terms and conditions of the solicitation, or to any of its formal attachments, including the TOs, shall be identified. Each exception shall be specifically related to each paragraph and/or specific part of the solicitation to which the exception is taken. The Offeror shall provide rationale in support of the exception and fully explain its impact, if any, on the performance, schedule, cost, and specific requirements of the solicitation. This information shall be provided in the format and content of the table below. Failure to comply with the terms and conditions of the solicitation may result in the Offeror being removed from consideration for award.

Exception No.	Reference	Requirement	Rationale
#	Solicitation or Attachments, and Section	Identify the requirement or portion to which the exception is taken	Justify/explain the basis for exception and impact on contract

10. Representatives, Certifications, and Other Statements of Offerors (Section K):

The Offeror is responsible for ensuring that all representations, certifications, acknowledgements, and statements required by the provisions in this solicitation are current at the time of proposal and provided in www.sam.gov.

11. Pre-Award Organizational Conflicts of Interest (OCIs):

If the Offeror has a potential OCI, they shall be submitted to the CS and CO **not later than seven (7) calendar days after the RFP issuance.** If the submission involves or affects a teaming partner, the affected teaming partner shall be carbon copied on the submission. Relevant information regarding possible OCIs will not be treated like a separate evaluation factor. The OCI statement shall concisely describe all relevant facts concerning any past, present, or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed under the proposed contract and bearing on whether the Offeror has a possible organizational conflict of interest. Additionally, Offerors shall submit a written statement that identifies all known DTRA contracts and/or subcontracts that it or any of its teaming partners, a description of the work it is executing under its contract and/or subcontract, whether the contract and/or subcontract poses a conflict or a potential conflict with the execution of the requirements within this solicitation, and, if necessary, a viable mitigation plan.

If there are no potential OCIs, the Offeror shall include a statement to certify that: "To the best of its knowledge, it is not aware of any facts which create any actual or potential organizational conflicts of interest relating to the award of this contract."

12. Contractor Systems:

IAW DFARS 252.242-7005, the Offeror shall have the following approved business systems: Accounting, Estimating, Material Management, Property Management, and Purchasing. Without DCMA approval of business systems below at the time of award, the Offeror will be ineligible for award. Note that an approved Earned Value Management System is not required at the time.

13. Additional Information:

The Contracting Officer may require further relevant information from an Offeror and may, at his/her

discretion, permit an Offeror to clarify errors or omissions in relevant information or in a statement required by the Proposal Certification above. Refusal to provide a statement required, refusal to provide further relevant information required by the CS/CO, or the misrepresentation of any relevant information will result in disqualification of an Offeror from further consideration for award under this solicitation.

L3. Volume II – ID/IQ Mission Capability

1. General Information:

This volume shall describe the Offeror's capability to satisfy the SOO. The proposal shall be prepared simply and economically, providing straightforward, concise delineation of the management and technical approaches to perform the contract. Particular capability strengths or unique approaches should be emphasized. Asserted capability and/or intent to meet the requirements must be supported by detailed descriptions of approach, its successful application in past projects, and personnel qualifications to support the approach. The Government will not assume that an Offeror possesses any capability unless specified in the proposal. Offerors are reminded that, according to Section L, General Instructions, paragraph (4), the Offeror is responsible for providing sufficient detail to enable the Government to evaluate the proposal. All the requirements specified in the SOO are mandatory and the Offeror must demonstrate its ability to deliver the full spectrum of goods and services. By submitting a proposal, the Offeror is representing that its firm is capable and committed to performing all the requirements specified in the solicitation.

2. Volume Organization:

As identified below, the Offeror shall submit each section in a separate document and shall be organized in the following order:

Section 1	Table of Contents List of Table and Drawings Glossary of Abbreviations and Acronyms RFP Cross-Reference Matrix
Section 2	Management Approach Technical Approach

3. RFP Cross-Reference Matrix (RCRM):

The Offeror shall fill out an RCRM indicating where the proposal addresses the solicitation requirements. The purpose of the RCRM is to show critical interrelationships and dependencies among the documents. The matrix ensures that all requirements are addressed, requirements do not conflict, and proposal sections are internally consistent. This matrix only applies to Volume II. This information shall be provided in the format and content of the table below.

Solicitation	Proposal		Solicitation	Proposal
Solicitation Section/Paragraph	Proposal Volume/ Section/Paragraph		Solicitation Section/Paragraph	Proposal Volume/ Section/Paragraph

4. Management Approach:

The Offeror shall submit a comprehensive and detailed Management Approach for managing projects arising from this ID/IQ contract vehicle and the SOO. The Offeror shall include a Management Approach that discusses how the Offeror will provide for maximum flexibility to innovatively and cost-effectively manage mission execution. Specifically,

- a. The Management Approach shall address the SOO Sections 3.1 and 3.2 to discuss the Offeror's approach to assemble, leverage, and integrate highly qualified teams and/or performers for discrete projects requiring specialized expertise throughout the entire period of performance

and to maximize participation in TO opportunities. The Offeror shall provide a description of the business relationship or teaming partner arrangement(s).

b. The management approach shall address the SOO Sections 3.3 through 3.7 and Section 4 and describe the processes and techniques that demonstrate the Offeror's ability to effectively and efficiently perform program management and logistics objectives.

c. The management approach shall describe how the Offeror will continuously and accurately identify, assess, mitigate, monitor, and report risks relating to performing work in foreign countries including but not limited to: (1) lack of formal agreements and protections and (2) recipient state licensing, permitting, site access, and certification. The Offeror shall describe its plan to provide for routine communication of issues, corrective actions, and status reports to the Government.

5. Technical Approach:

The Offeror shall describe its capability and capacity in meeting the objectives referenced in the SOO Section 2. The Offeror shall include the capabilities of any team members and/or other intended subcontractors. The proposed teaming structure, team member roles and responsibilities should be discussed or clearly delineated. The Offeror's discussion of its teaming structure shall be consistent with the teaming arrangement matrix submitted in Volume I, Proposal Instructions.

L4. Volume III – ID/IQ Past Performance

1. Volume Organization:

Volume III is limited to PPQs and Consent Letters. No Executive Summary or other supplemental documents shall be submitted and will not be considered for evaluation. As identified below, the Offeror shall submit each section in a separate document and shall be organized in the following order:

Section 1	Table of Contents Description of Team
Section 2	Past Performance Questionnaires (PPQs)

2. Description of Team:

The Offeror shall submit a consent letter, executed by each team member authorizing release of adverse past performance information to the Offeror, so the Offeror can respond to such information. For each teaming partner identified effort for a commercial client, the Offeror shall submit a client authorization letter, authorizing release to the Government of requested information on the Offeror's performance.

3. Past Performance Questionnaire (PPQ):

The Offeror shall submit PPQs for each of the topics listed below. The same contract number may be used for each PPQ but a separate form must be completed for each topic. A maximum of 14 PPQs may be submitted and shall be submitted on the forms provided in Section J, Attachment 4.

	Topic	Max Quantity
1	Executing Design-Build, Equipping and Training	2
2	Implementing Command & Control	2
3	Implementing Bio-Security and Safety Enhancements	2
4	Developing and/or Executing Bio-Surveillance Plans	2
5	Securing and Eliminating CBNRE Materials	2
6	Enhancing Physical Security Systems	2
7	Executing Overseas Project Management ¹	2
	Total	14

Recency

If applicable, the references provided shall be within five (5) years of proposal submission in response to the subject solicitation.

Ratings

The Offeror shall utilize best efforts to obtain PPQs and ensure submission to the Government.

Relevance

When completing Attachment 4, Item 5, the Offeror shall provide a detailed description of work per topics listed above. This description shall illustrate how the Offeror's experience on the referenced contract(s) relates to the scope of the proposed effort on this solicitation. Each Past Performance reference should be valued at \$2M or greater.

L5. Volume IV – Task Order 0001 (QASP Reporting)

1. Volume Organization:

As identified below, the Offeror shall submit each section in a separate document and shall be organized in the following order:

Section 1	Table of Contents Glossary of Abbreviations and Acronyms RFP Cross-Reference Matrix
Section 2	Reporting Statement
Section 3	Price

2. Reporting Statement:

The Offeror shall provide an affirmative statement indicating that it will comply with the reporting requirements and that it will abide by the 50% task order participation threshold identified in the SOO with reference to the Quality Assurance Plan (QASP).

3. Price:

All price information shall be addressed **ONLY** in Volume IV, Section 3 for price only. The task order will be

¹ Projects in one or more of the following countries: Afghanistan, Armenia, Azerbaijan, Cambodia, Cameroon, China, Ethiopia, Georgia, Guinea, India, Iraq, Jordan, Kazakhstan, Kenya, Lao PDR, Lebanon, Liberia, Malaysia, Moldova, Pakistan, Philippines, Senegal, Sierra Leone, Singapore, South Africa, Tanzania, Thailand, Tunisia, Turkey, Uganda, Ukraine, Uzbekistan, and Vietnam.

FFP. TO 0001 will be issued to every contract holder under this ID/IQ with the intent of providing a payment mechanism for carrying out the performance reporting requirements under the SOO. As provided in Section J, Attachment 5, the Contractor shall submit CDRL A001, Bid Report, on a quarterly basis. The Contract Line Item Number (CLIN) and Period of Performance (PoP) is as follows:

Item No	Type	PoP	Qty	Unit Price	Total
CLIN 0001	FFP	April 2018 –April 2023	20		
CLIN 0002 – opt	FFP	April 2023 – April 2026	12		

L6. Volume V – Task Order 0002 (Senegal)

1. General Information:

The Offeror shall describe its practical application of the processes, procedures, and approaches to perform the SOW which is included in Attachment 6, TO 0002 SOW.

2. Volume Organization:

As identified below, the Offeror shall submit each section in a separate document and shall be organized in the following order:

Section 1	Table of Contents Glossary of Abbreviations and Acronyms RFP Cross-Reference Matrix
Section 2	Management Approach Technical Approach
Section 3	Past Performance
Section 4	Price

3. Management Approach:

The Offeror shall provide a detailed description of its processes and techniques that demonstrate the Offeror's ability to effectively and efficiently perform the tasks specified in the TO 0002 SOW paragraph 2.1 and to ensure the successful execution of the TO through:

- a. A staffing plan that demonstrates a team with relevant skills and capabilities to efficiently execute the requirements of this contract. Describe the roles and responsibilities, how the team will be managed, and how communications will flow within the contractor team. Resumes (limited to 2 pages and will not count towards the overall page limitations) may be submitted for key members of the team.
- b. An approach that is structured to be Value-Added Tax (VAT) exempted. If the contractor is relying on the United States and Government of Senegal Status of Armed Forces Agreement (SOFA) agreement to obtain a VAT exemption for this project, then the Contractor shall provide a practicable approach in executing VAT exemption mechanism or process, and demonstrate an understanding of local processes in implementing the VAT exemption mechanism, so as to not to delay the execution of the technical tasks.

4. Technical approach:

The Offeror shall provide a detailed description of its approach to executing the technical requirements specified in Items 0002, 0003, 0004, and 0005 of the SOW. The Offeror's approach shall demonstrate an understanding of the project and how to ensure successful completion of the tasks, such that biosecurity and biosafety measures are enhanced in Senegal's National Public Health Laboratory. The contractor shall provide a logically sequenced schedule (down to 3 sublevels).

5. Past Performance:

The PPQs and past performance references submitted at the ID/IQ level will flow down and be used to assess the past performance of the Offeror for this TO requirement. Specifically, PPQs and references provided for the following topics referenced in Volume III, Paragraph 3, will be used for the Past Performances evaluation for this TO: Implementing Bio-Security and Safety Enhancements; Developing and/or Executing Bio-Surveillance; and Executing Overseas Project Management.

6. Price:

All price information shall be addressed **ONLY** in Volume V, Section 4 for price only. All labor rates shall be rounded to the nearest dollar. All price information, including all supporting documentation and references shall lend itself to review and analysis by the Government and shall be submitted in Microsoft Excel and Adobe PDF format. Offerors shall include formulas and working links to the maximum extent practicable. Do not hide columns or rows. The Offeror shall propose the CLIN structure and clearly identify the duration for each CLIN.

Narrative shall include:

Assumptions: The Cost Narrative shall identify all assumptions derived by the Offeror relating to estimated costs and shall reference the applicable paragraph and page number in the technical and management sections of the proposal that provides a corresponding discussion of the particular assumption.

Inconsistencies: A cost proposal is presumed to represent an Offeror's best effort to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performances and cost shall be explained in the cost narrative. For example, if the intended use of new and innovated techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained. If unexplained, any significant inconsistency that indicates a requirement misunderstanding may be grounds for proposal rejection or adjustment of the most probable cost. The burden of proof as to cost credibility rests with the Offeror.

Government Furnished Property (GFP)/ Government Furnished Equipment (GFE): Assume no GFP or GFE will be provided for this TO.

L7. Volume VI – Task Order 0003 (Philippines)

1. General Information:

The Offeror shall describe its practical application of the processes, procedures, and approaches to perform the SOW which is included as Attachment 7, TO 0003 SOW.

2. Volume Organization:

As identified below, the Offeror shall submit each section in a separate document and shall be organized in the following order:

Section 1	Table of Contents List of Tables and Drawings Glossary of Abbreviations and Acronyms RFP Cross-Reference Matrix
Section 2	Management Approach Technical Approach
Section 3	Past Performance
Section 4	Cost/Price

3. Management Approach:

The Offeror shall provide a comprehensive plan that demonstrates the Offeror's understanding of the requirements specified in the SOW through:

- a. Identification of a cohesive project team that reflects relevant skills and experience necessary to perform the requirements of the SOW. The roles and responsibilities shall be clearly identified for each team member and shall demonstrate how the team will work with in-country stakeholders to execute the TO. Also, the Offeror shall discuss communication plans and how the team will communicate with DTRA and its stakeholders.
- b. Describing the approach and ability to mobilize in-country and comply with all local laws and regulations. Additionally, the Offeror shall demonstrate its ability to do business in the host country through an understanding of the geo-political positions, construction laws and permitting processes.
- c. Inclusion of all applicable local taxes that the USG can expect to encounter for the duration of this project with respect to the Offeror's approach for associated foreign tax considerations. The Contractor shall list and explain what each tax is, its applicability to this TO, level of risk (low/medium/high) and estimate the cost for each expected tax. The Contractor shall apply best efforts to avoid VAT incurrence.

4. Technical Approach:

The Offeror shall describe its ability to execute the technical requirements for the SOW in Items 0002, 0003 and 0004. For this TO, the Offeror shall provide a comprehensive plan to coordinate and integrate interagency cooperation among and with NCWS partners. The Offeror shall identify all risks associated with the Technical Approach and submit a risk matrix using the format below:

Risk Factor	Impact	Risk Level	Mitigation	POC
Specific Risk & Rationale <i>Examples:</i> Operations regulatory compliance, use of non-host country national, licensing, schedule delays	Specific impact to scope, cost, or time. <i>Examples:</i> Scope change or scope creep, additional \$60K, or delay of 6 months.	Low, Medium, or High	Low, Medium, or High	Identify who is responsible for mitigating the risk.

5. Past Performance:

The PPQs and past performance references submitted at the ID/IQ level will flow down and be used to assess the past performance of the Offeror for this TO requirement. Specifically, PPQs and references provided for the following topics referenced in Volume III, Paragraph 3, will be used for the Past Performances evaluation for this TO: Executing Design-Build, Equipment and Training; Implementing Command & Control Implementation; and Executing Overseas Project Management.

6 Cost/Price:

All cost/price information shall be addressed **ONLY** in Volume VI, Section 4 for price only. The Offeror shall complete and submit Attachment 9, TO 0003 Cost Summary Template. All labor rates shall be rounded to the nearest dollar. All cost/price information, including all supporting documentation and references shall lend itself to review and analysis by the Government and shall be submitted in Microsoft Excel and Adobe PDF format. Offerors shall include formulas and working links to the maximum extent practicable.

The Offeror shall provide a detailed cost proposal for accomplishing the SOW requirements. The cost proposal shall include at a minimum: labor hours, labor categories, indirect costs (to include base and percentage used in calculation), other direct costs, General and Administrative, and fee for both the prime and subcontractors.

The cost summary shall be itemized by Work Breakdown Structure (WBS), Contract Line Item Number (CLIN), and cost elements. All cost/price information, including all supporting documentation and references shall lend itself to review and analysis by the Government and shall be submitted in Microsoft Excel and Adobe PDF format. Offerors shall include formulas and working links to the maximum extent practicable. Do not hide columns or rows.

Narrative shall include:

Assumptions: The Cost Narrative shall identify all assumptions derived by the Offeror relating to estimated costs and shall reference the applicable paragraph and page number in the technical and management sections of the proposal that provides a corresponding discussion of the particular assumption.

The Offeror shall provide a cost narrative that identifies all derived assumptions relating to estimated costs.

(1) In the SOW, Item 0004, assume that the Equipment Training is for 20 people.

(2) In the SOW, Item 0004, assume that the Workshop Training is for 75 people.

Inconsistencies: A cost proposal is presumed to represent an Offeror's best effort to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performances and cost shall be explained in the cost narrative. For example, if the intended use of new and innovated techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost should be explained. If unexplained, any significant inconsistency that indicates a requirement misunderstanding may be grounds for proposal rejection or adjustment of the most probable cost. The burden of proof as to cost credibility rests with the Offeror.

Government Furnished Property (GFP)/ Government Furnished Equipment (GFE): Assume no GFP or GFE will be provided for this TO.

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.252-1- Solicitations Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://farsite.hill.af.mil>

(End of provision)

Section M – Evaluation Factors for Award

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- M1. General Evaluation Process
- M2. Volume I: ID/IQ Proposal Documentation
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- M4. Volume III: ID/IQ Past Performance
- M5. Volume IV: Task Order 0001 (QASP Reporting)
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- M7. Volume VI: Task Order 0003 (Philippines)

M1. General Evaluation Process

1. Basis of Award

The Government will award to the Offeror that presents the best value based on trade-off analysis taking into consideration the relative order of importance of the factors. The most highly ranked proposals will be awarded ID/IQ contracts based on an integrated assessment of all volumes, and including an assessment based on the relative order of importance of the evaluation factors outlined in paragraph 5 below.

These contracts are based on a best value source selection determination conducted In Accordance With (IAW) the Federal Acquisition Regulation (FAR) and Defense FAR Supplement (DFARS). The Government will award contract(s) to the Offeror(s) deemed responsible according to the FAR and whose proposals conform to or exceed the solicitation requirements (including all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation). Offeror(s) proposals will be evaluated based on the factors and subfactors below, which represent the best value to the Government while considering both cost and non-cost factors. This may result in an award to a higher-priced Offeror where the decision is consistent with the evaluation factors and the Source Selection Authority (SSA) determines the proposal represents the best value to the Government. While the Government source selection evaluation team and the SSA will strive for maximum objectivity, the source selection process, by its nature, is subjective and therefore professional judgment is implicit throughout the entire process.

2. Solicitation Requirements, Terms, and Conditions

Offerors are required to meet all solicitation requirements such as terms and conditions, representations and certifications, and those identified as factors and subfactors to be eligible for award. If the Offeror(s) fail to comply with the terms and conditions of this solicitation, they may be removed from award consideration. However, the Government may consider exceptions to compliance with the requirements; any exception to solicitation terms and conditions must be fully explained and justified. Refer to the RFP Section L2, Paragraph 8.

3. Discussions/Competitive Range

The Government reserves the right and intends to award without discussions. Each Offeror should submit its best proposal, as the opportunity to submit a revised proposal is not anticipated. If, during the evaluation period, it is determined to be in the best interest of the Government to hold discussions these discussions will be held with only those Offerors determined by the Contracting Officer, with approval of the source selection authority, to be in the competitive range. The Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted and may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. In addition, the Contracting Officer may also eliminate from the competitive range offerors originally determined to be in the competitive range based on results of written or oral discussions if those offerors no longer have a

reasonable chance of being selected for award.

4. Pre-Award Survey

IAW FAR 9.106, the Government may conduct a pre-award survey as part of the source selection. If a pre-award survey is conducted, results will be evaluated to determine each Offeror's capability to meet the solicitation's requirements. The Government may also perform a financial capability analysis to verify that the offeror has the necessary financial resources to perform the effort through the life of the contract.

5. Evaluation Factors and Relative Order of Importance

Three evaluation factors will be utilized in this evaluation for the ID/IQ:

- Factor 1 – ID/IQ Mission Capability
 - Subfactor A: ID/IQ Management Approach
 - Subfactor B: ID/IQ Technical Capability
 - Subfactor C: TO 0001 QASP Reporting
 - Subfactor D: TO 0002 Mission Capability
 - Subfactor E: TO 0003 Mission Capability
- Factor 2 – Past Performance
- Factor 3 – Cost/Price

IAW FAR 15.304(d), Factor 1 (Mission Capability) is significantly more important than Factor 2 (Past Performance) or Factor 3 (Cost/Price). Factor 3 is more important than Factor 2.

Within Factor 1, the subfactors are as follows: Subfactor A (ID/IQ Management Approach); Subfactor B (ID/IQ Technical Capability); Subfactor C (TO 0001 QASP Reporting); Subfactor D (TO 0002 Mission Capability); and Subfactor E (TO 0003 Mission Capability). Subfactors A, B, C, D and E are of equal importance. IAW FAR 15.304(e), when combined, Factor 1 and Factor 3 are significantly more important than Factor 2.

The evaluation factors and subfactors are the primary determinants of the detailed information requested in RFP Section L, Instructions to Offerors. The Government will assess all compliant proposals against the solicitation requirements and criteria defined by the evaluation factors and subfactors below. In addition to the evaluation of specific factors, the Government will consider compliance with the solicitation terms and conditions and the status of contractor's and teaming member's accounting, estimating, material management, property management, and purchasing systems. General considerations do not receive ratings; however, the Government may consider these factors when making the best value decision.

6. Factor 1, Mission Capability Evaluation Process

The Government will review each Offeror's proposal and utilize a combined technical/risk rating that includes consideration of risk in conjunction with the significant strengths, strengths, weaknesses, significant weaknesses, and deficiencies in determining technical ratings.

In determining the technical ratings, the evaluators assess not only the significant strengths, strengths, weaknesses, significant weaknesses, and deficiencies, but their impacts on performance. Each subfactor within the Factor 1 (Mission Capability) will receive one of the following color ratings based on the aggregate strengths and weaknesses, and associated risk:

Color Rating	Adjectival Rating	Description
Blue	Outstanding	Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low.
Purple	Good	Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate.
Green	Acceptable	Proposal indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
Red	Unacceptable	Proposal does not meet requirements of the solicitation and, thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable.

The following definitions will be used in the assessment of the technical ratings:

Significant Strength: An aspect of an Offeror's proposal that has substantial merit or substantially exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

Strength: An aspect of an Offeror's proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

Weakness: A flaw in the proposal that increases the risk of unsuccessful contract performance.

Significant Weakness: A flaw in the proposal that appreciably increases the risk of unsuccessful contract performance.

Deficiency: material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

Subfactor ratings are not rolled-up into an overall color rating for Factor 1 (Mission Capability). Each subfactor will individually contribute to the overall assessment of the Offeror's understanding of the complexity and scope of the program and the feasibility of the Offeror's approach to satisfy the SOO.

7. Factor 2, Past Performance Evaluation Process

The Offeror will be evaluated based on relevant past performance to determine the Offeror's ability to perform as proposed. There are three (3) aspects of past performance: recency, rating, and relevancy. The Offeror will be evaluated based on the references provided to the Government IAW the instructions at L4 and evaluated IAW M4.

Additionally, the Government reserves the right to use data obtained from other sources. Where the relevant performance record indicates performance problems, the Government will consider the number and severity of the problems. Furthermore, the Government will consider the appropriateness and effectiveness of any corrective actions taken (not just planned or promised). The Government may review more recent contracts or performance evaluations to ensure corrective actions have been implemented and to evaluate their effectiveness.

Offerors that do not possess a record of relevant past performance or for whom information on past performance is unavailable will not be evaluated favorably or unfavorably for Past Performance.

8. Factor 3, Cost/Price Evaluation Process

The Government will not rate or score cost/price but will evaluate the Offeror's cost/price proposal IAW the M5, M6 and M7, respectively. The cost/price, inclusive of all options, will be rolled up as part of Factor 3 (Cost/Price) and evaluated as part of the ID/IQ trade-off analysis.

9. Task Order Awards

Should the Government decide to award one or all of the TOs under this ID/IQ, the Government reserves the option to request additional information from the Offerors beyond those submitted in response to this RFP. The Government intends to award Task Orders only to the successful awardees on the ID/IQ utilizing the ordering procedures described herein in lieu of the ordering procedures found in Section H. Specifically, the Government will not issue a separate Request for Proposal (RFP) but will utilize information submitted in response to the ID/IQ RFP.

M2. Evaluation of Volume I – ID/IQ Proposal Documentation

Volume I will not receive any ratings. Volume I will be assessed for compliance and conformity IAW RFP Section L2 and non-conformance may result in exclusion from the competitive range.

M3. Evaluation of Volume II – ID/IQ Mission Capability

The Mission Capability factor will be evaluated based on each of its subfactors. Specific elements considered within each subfactor are provided but will not be separately scored or rated. Each subfactor will be assigned a color rating based on the evaluation of the individual elements. The color ratings depict how well the Offeror's proposal meets the solicitation requirements and also includes evaluation of the associated proposal risks.

1. Management Approach

The Government will evaluate whether the Offeror provided a comprehensive and detailed Management Approach for managing projects arising from this ID/IQ contract vehicle and the SOO. The Government will evaluate whether the Offeror included a Management Approach that discusses how it will provide for maximum flexibility to innovatively and cost-effectively manage mission execution. Specifically, the Government will evaluate the Offeror's ability to:

- a. Assemble, leverage, and integrate highly qualified teams and/or performers for discrete projects at varying levels of complexity requiring specialized expertise throughout the entire period of performance and to maximize participation in TO opportunities, to execute multiple, simultaneous task order requirements throughout the entire period of performance, and to provide the continuous ability, willingness, and readiness to respond to smaller and/or niche requirements.
- b. Execute tasks in SOO Sections 3.3 through 3.7 and Section 4.
- c. Continuously and accurately identify issues and solving problems, incorporate lessons learned, and ensure timely communications of all action items, issues, and resolutions relating to performance in foreign countries including but not limited to: (1) lack of formal agreements and protections and (2) recipient state licensing, permitting, site access, and certification.

2. Technical Approach

The Government will evaluate whether the Offeror demonstrated proficient capability and capacity in meeting the objectives referenced in the SOO Section 2. The Government will also evaluate whether the Offeror

adequately explained the capabilities of any team members and/or other intended subcontractors and how those capabilities will be leveraged during task order execution.

M4. Evaluation of Volume III – ID/IQ Past Performance

1. Description of Team

The Government will evaluate the Offeror's consent letters and ensure they are in compliance with Section L4, Paragraph 2.

2. Past Performance Questionnaires (PPQs)

The Government will evaluate the submitted PPQs for each of the topics provided in Section L4, Paragraph 3. The past performance evaluation factor is intended to assess the degree of confidence that the Government has in an offeror's ability to supply the products and services that meet the Government's need based on a demonstrated record of performance. Past performance will be evaluated based on recency, rating, and relevancy.

Recency is used to evaluate the recency of the Offeror's past performance. Recency is generally expressed as a time period during which past performance references are considered relevant, and is critical to establishing the relevancy of past performance information. The Offeror's past performance will be considered recent if the referenced contract was performed within five (5) years of proposal submission.

Ratings are assigned by the evaluator for each contract or project referenced and provides a qualitative assessment of the offeror's performance. Ratings are represented in the PPQ(s) submissions, in a performance assessment provided under Past Performance Information Retrieval System (PPIRS) or any other source available to the Government.

Relevancy is used to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection. Relevancy is established when those aspects of an Offeror's history of contract (or subcontract) performance that would provide the most context and give the greatest ability to measure whether the Offeror will successfully satisfy the current requirement. The definitions of relevancy are as follows:

Relevancy	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Relevancy will be assessed based on how well the Offeror's description of work performed is correlated to topics identified in Section L4, Paragraph 3 for contracts valued at \$2M or more. In assessing relevancy, the Government will use the following rubric to make its determination:

Overall Relevance Key	
If all past performance references account for 0 to 2 of the topics,	then the Offeror receives a "Not Relevant"
If all past performance references account for 3 to 5 of the topics,	then the Offeror receives a "Relevant"
If all past performance references account for 6 to 7 of the topics,	Then the Offeror receives a "Highly Relevant"

Additionally, note that the Past Performance reference will be rated as less relevant if the entity is not identified as a team member with the same CAGE and DUNS as reported in the Teaming Arrangement matrix or if an explanation is not provided as to how the entity performing under this contract.

The Government may consider efforts performed for federal, state, or local government agencies and commercial customers as relevant. The Government may include relevant past and present performance for efforts performed by other divisions, teaming partners, if such resources significantly influence effort's proposed performance. The determination of relevancy will focus on the present and past performance as it relates to the work the other division or teaming partner is proposed to do for this effort.

The Government will evaluate the recency, rating, and relevancy of the evaluations to determine an integrated confidence rating. Offerors that do not possess a record of relevant performance or for whom information on present and past performance is not available will not be evaluated favorably or unfavorably on Past Performance. Such Offerors will receive a "Neutral" rating to signify an "Unknown" confidence rating for the Past Performance factor. A strong record of relevant performance will be considered more advantageous to the Government than a "Neutral/Unknown Confidence" rating.

In conducting the Performance Confidence Assessment, the Government reserves the right to use both data provided by the Offeror and data obtained from other sources. In assigning a confidence rating, the Government will consider the context of past performance, the quality of the Offeror's performance, general trends, and usefulness of the information and incorporate these aspects into the overall performance confidence assessment.

Each Offeror will receive one of the ratings described below:

Rating	Definition
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

M5. Evaluation of Volume IV – Task Order 0001 (QASP Reporting)

1. Reporting Statement

The Government will ensure that a Reporting Statement is provided and in compliance with RFP Section L5, Paragraph 2. If not in compliance, the Offeror will be determined unresponsive to the requirement and either ineligible for award, or, if the agency goes to discussions, excluded from the competitive range. The Government will not assign technical ratings to this task order. The Offeror will meet and satisfy the proposal requirements for this task order if it submits an affirmative statement indicating that it will comply with the reporting requirements identified in the SOO Bid Report CDRL.

2. Price

The proposed Firm Fixed Price for this effort, inclusive of all options, will be rolled up as part of Factor 3 (Cost) and evaluated as part of the ID/IQ trade-off analysis.

M6. Evaluation of Volume V – Task Order 0002 (Senegal)**1. Basis of Award**

The Government will award to the Offeror that represents the best value based on trade-off analysis taking into consideration the relative order of importance of the factors noted below:

For this TO and IAW FAR 15.304(d), Factor 1 (TO 0002 Mission Capability) is more important than Factor 2 (Past Performance) and Factor 3 (Price) is more important than Factor 2 (Past Performance).

Within Factor 1, Subfactors A and B are of equal importance.

IAW FAR 15.304(e), when combined, Factor 1 and Factor 3 are significantly more important than Factor 2.

2. Management Approach

The Government will evaluate if the management approach provides a detailed description of its processes and techniques that demonstrate the Offeror's ability to effectively and efficiently perform the tasks specified in the TO 0002 SOW paragraph 2.1 and to ensure the successfully complete the TO. Specifically, the Government will also evaluate whether:

- c. The staffing plan demonstrates a team with relevant skills and capabilities to efficiently execute the requirements of this contract. The Government will also evaluate whether the roles and responsibilities are clearly identified and whether the Offeror demonstrated a clear management and communications approach. Resumes (limited to 2 pages and will not count towards the overall page limitations) may be submitted for key members of the team.
- d. The approach is structured to be VAT exempted. The Government will also evaluate whether the Offeror demonstrated a clear understanding of implementing a VAT exemption mechanism.

3. Technical Approach

The Government will evaluate whether the Offeror's technical approach:

- a. provides a sound plan for developing or adapting existing SOPs and whether its approach identifies in-country or other challenges IAW Item 0002 of the SOW;
- b. provides an effective approach for accomplishing the baseline report IAW Item 0003 of the SOW;
- c. provides an effective and executable training plan IAW Item 0004 of the SOW; and
- d. provides an effective approach to executing quality management standard as identified in Item 0005 of the SOW.

The Government will also evaluate whether the Offeror has provided a logically sequenced schedule.

4. Past Performance

The Government will evaluate past performance based on the specific PPQs specified in the RFP Section L6, Paragraph 5 and IAW the process stated in RFP Section M4.

5. Price

The Government will not assign a rating or score Section 4 but will evaluate each Offeror's price proposal for reasonableness and completeness.

IAW FAR 15.404, the Government will evaluate reasonableness of the proposed price using one or more of the price analysis techniques. In evaluating reasonableness, the Government will determine if the Offeror's proposed costs for the Task Order, in the nature and amount, do not exceed those which would be incurred by a prudent company in the conduct of a competitive business.

The Government will evaluate the completeness of each Offeror's price proposal by assessing whether the Offeror provides the required cost data in sufficient detail to fully support the offer and permit the Government

to evaluate the proposal thoroughly. The Offeror must comply with the instructions specified in the RFP Section L6, Paragraph 6 in order to be considered to have submitted a complete price proposal.

The proposed Firm Fixed Price for this effort, inclusive of all options, will be rolled up as part of Factor 3 (Cost) and evaluated as part of the ID/IQ trade-off analysis.

M7. Evaluation of Volume VI – Task Order 0003 (Philippines)

1. Relative Order of Importance

The Government will award to the Offeror that represents the best value based on trade-off analysis taking into consideration the relative order of importance of the factors noted below:

For this TO and IAW FAR 15.304(d), Factor 1 (Mission Capability) is more important than Factor 2 (Past Performance) and Factor 2 (Past Performance) is more important than Factor 3 (Cost/Price).

Within Factor 1, Subfactors A and B are of equal importance.

IAW FAR 15.304(e), when combined, all other evaluation factors (Factors 1 and 2) are significantly more important than Factor 3 (Cost/Price).

2. Management Approach

The Government will evaluate whether the Offeror has provided a comprehensive plan that demonstrates its understanding of the requirements specified in the SOW through:

- a. Identification of a cohesive project team that reflects relevant skills and experience necessary to perform the requirements of the SOW. The Government will evaluate whether the roles and responsibilities are clearly identified for each team member and demonstrates how the team will work with in-country stakeholders to effectively execute the TO. The Government will evaluate whether the Offeror demonstrates effective communication plans and how the team will communicate with DTRA and its stakeholders.
- b. Describing the approach and ability to mobilize in-country and comply with all local laws and regulations. The Government will evaluate whether the Offeror demonstrates its ability to do business in the host country through an understanding of the geo-political positions, construction laws and permitting processes.
- c. Inclusion of all applicable local taxes that the USG can expect to encounter for the duration of this project with respect to the Offeror's approach for associated foreign tax considerations. The Government will evaluate whether the Offeror lists and explains what each tax is, demonstrates its applicability to this TO, accurately determines the level of risk (low/medium/high) and estimates the cost for each expected tax.

3. Technical Approach

The Government will evaluate the Offeror's ability to execute the technical requirements for the SOW in Items 0002, 0003 and 0004. The Government will whether the Offeror provided a comprehensive plan to coordinate and integrate interagency cooperation among and with NCWS partners. The Government will evaluate whether the Offeror accurately identified all risks associated with the Technical Approach.

4. Past Performance

The Government will evaluate past performance based on the specific PPQs specified in the RFP Section L7, Paragraph 5 and IAW the process stated in RFP Section M4.

5. Cost/Price

The Government will not rate or score Section 4 for cost but will evaluate each Offeror's cost/price proposal for realism, reasonableness, and completeness. The information submitted in the cost proposal will be used as the basis for the cost evaluation.

The Government will evaluate the realism of the proposed cost/price by assessing whether the proposed cost

elements for the Task Orders are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the unique methods of performance and materials described in the Offeror's technical approach.

The Government will evaluate the reasonableness of the proposed cost using one or more of the cost/price analysis techniques defined in FAR 15.404. In evaluating reasonableness, the Government will determine if the Offeror's proposed costs and fee for the Task Orders, in nature and amount, do not exceed those which would be incurred by a prudent company in the conduct of competitive business.

The Government will evaluate the completeness of each Offeror's cost proposal by assessing whether the Offeror provides the required cost data in sufficient detail to fully support the offer and permit the Government to evaluate the proposal thoroughly. The Offeror must comply with the instructions specified in the RFP Section L6, Paragraph 6 in order to be considered to have submitted a complete price proposal.

The proposed Cost Plus Fixed Fee for this effort, inclusive of all options, will be rolled up as part of Factor 3 (Cost) and evaluated as part of the ID/IQ trade-off analysis.