| AWARD / CONTRACT | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) | RATING DO-A7 | PAGE 1 of PAGES 108 |
|---|---|---|---|

| 2. CONTRACT (PROC. INST. IDENT.) NO. | 3. EFFECTIVE DATE | 4. REQUISITION / PURCHASE REQUEST / PROJECT NO. |
|---|---|---|
| FA8771-04-D-0009 | 10 SEP 2004 | See Section G |

**5. ISSUED BY** AFLCMC/HICK CODE FA8771
DEPARTMENT OF THE AIR FORCE (AFMC)
AFLCMC/HIK
490 EAST MOORE DR., SUITE 270
MAFB - GUNTER ANNEX AL 36114-3000
CARLISSA GRAY (334) 416-5404
Carlissa.Gray@gunter.af.mil

**6. ADMINISTERED BY (IF OTHER THAN ITEM 5)** CODE S2404A
DCMA VIRGINIA
10500 BATTLEVIEW PARKWAY
SUITE 200
MANASSAS VA 20109-2342

SCD: C PAS: (NONE)

**7. NAME AND ADDRESS OF CONTRACTOR (NO., STREET, CITY, COUNTY, STATE AND ZIP CODE)**
TELOS CORPORATION
TELOS
19886 ASHBURN RD
ASHBURN VA 20147-2358
(703) 724-3800

CAGE CODE 4GRJ6 FACILITY CODE

**8. DELIVERY**
☐ FOB Origin ☒ Other (see below)

**9. DISCOUNT FOR PROMPT PAYMENT**
N

**10. SUBMIT INVOICES** *(4 COPIES UNLESS OTHERWISE SPECIFIED)* TO THE ADDRESS SHOWN IN ➡ ITEM

**11. SHIP TO / MARK FOR** CODE
See Section F

**12. PAYMENT WILL BE MADE BY** CODE FA8771
SPECIFIED BY EACH INDIVIDUAL TASK/DELIVERY ORDER
.

EFT: T

**13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION**

**14. ACCOUNTING AND APPROPRIATION DATA**

| 15A. ITEM NO | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|---|---|---|---|---|---|
| See Section B | | | | | |

15G. TOTAL AMOUNT OF CONTRACT ➡ $0.00

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*CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE*

17. ☐ **Contractor's Negotiated Agreement**
(Contractor is required to sign this document and return _ copies to issuing office). Contractor agrees to furnish and deliver all items or perform all services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

*18.* ☒ **Award** (Contractor is not required to sign this document).
Your offer on solicitation number _ including the additions or changes made by you which additions or changes set forth in full above, is hereby accepted as to items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

| 19A. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | | 20A. NAME OF CONTRACTING OFFICER |
|---|---|---|
| | | ANDRE R. PRUDE |
| *19B. Name of Contractor*<br><br>*by* _____<br>*(signature of person authorized to sign)* | *19C. Date Signed* | *20B. United States of America*<br><br>*by* _____<br>*(signature of Contracting Officer)* | *20C. Date Signed* |

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**BASE PERIOD**

**0001**

*Noun:* NETWORK CENTRIC SOLUTIONS
*NSN:* N - Not Applicable
*Contract type:* J - FIRM FIXED PRICE
*Inspection:* DESTINATION
*Acceptance:* DESTINATION
*FOB:* DESTINATION
*Descriptive Data:*

A. These requirements will be accomplished IAW the Performance Work Statement (PWS) in individual Task/Delivery Orders and the basic Contract on an as-required basis.

B. The Products proposed to make up these solutions will not exceed the prices/rates proposed in the Products Schedule - CLIN 0003.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. Contract Type shall be Firm-Fixed Price (FFP) or Fixed-Price Incentive Fee (FPIF).

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**BASE PERIOD**

**0002**

*Noun:* NETWORK CENTRIC SOLUTIONS
*NSN:* N - Not Applicable
*Contract type:* S - COST
*Inspection:* DESTINATION
*Acceptance:* DESTINATION
*FOB:* DESTINATION
*Descriptive Data:*
A. These requirements will be accomplished IAW the PWS in individual Task/Delivery Orders and the basic Contract on an as-required basis.

B. The Products proposed to make up these solutions shall be ordered via the products Schedule - CLIN 0003.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. Estimated Cost: Specified in each individual Task/Delivery Order.

F. Contract Type shall be Cost-Plus-Fixed Fee (CPFF), Cost-Plus-Incentive Fee (CPIF) or Cost-Plus Award Fee (CPAF).

Fixed-Fee: 7%
Incentive Fee: 10%
Award Fee: To be cited in individual orders.

**BASE PERIOD**

**0003**

*Noun:* PRODUCTS
*NSN:* N - Not Applicable
*Contract type:* J - FIRM FIXED PRICE
*Inspection:* DESTINATION
*Acceptance:* DESTINATION
*FOB:* DESTINATION
*Descriptive Data:*
A. The Contractor will furnish COTS products needed to develop, install, design, maintain and/or upgrade any Network Centric requirement. All products shall be IAW the attached Catalog of Commercial items and the PWS. Products may be purchased, leased, and/or equivalent product substitutions.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

C. Completion Date: Specified in each individual Task/Delivery Order.

| ITEM | SUPPLIES OR SERVICES | Qty<br>Purch Unit | Unit Price<br>Total Item Amount |
|---|---|---|---|

**BASE PERIOD**

**0004**

*Noun:* SERVICES
*Contract type:* Z - LABOR HOUR
*Start Date:* 10 SEP 2004
*Completion Date:* 09 SEP 2007
*Descriptive Data:*
A. The Contractor will provide Labor hours, IAW Section J, Attachment 5, the PWS, the individual Task/Delivery Order and the basic Contract on an as-required basis. This CLIN is for labor only. All ODCs and products rates/prices associated with this CLIN will be covered under CLINs 0003 and/or 0007 respectively.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

C. Completion Date: Specified in each individual Task/Delivery Order.

**BASE PERIOD**

**0005**

*Noun:* WARRANTY
*Contract type:* J - FIRM FIXED PRICE
*Start Date:* 10 SEP 2004
*Completion Date:* 09 SEP 2007
*Descriptive Data:*
A. The Contractor shall provide a warranty, in lieu of or in addition to the standard warranty, IAW each individual Task/Delivery Order and the basic Contract on an as-required basis. Warranty options include: System Warranties, Workmanship and Construction Warranties, and/or extended product warranties.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

C. Completion Date: Specified in each individual Task/Delivery Order.

| ITEM | SUPPLIES OR SERVICES | Qty<br>Purch Unit | Unit Price<br>Total Item Amount |
|---|---|---|---|

**BASE PERIOD**

**0006**

*Noun:* DATA
*NSN:* N - Not Applicable
*DD1423 is Exhibit:* A
*Contract type:* J - FIRM FIXED PRICE
*Inspection:* DESTINATION
*Acceptance:* DESTINATION
*FOB:* DESTINATION
*Descriptive Data:*

A. The Contractor shall provide data as required in the Contractor Data Requirements List (CDRL) DD Form 1423, Exhibit A and as provided in individual Task/Delivery Orders. Contractor shall provide data as required over the life of the contract.

B. Deliver data in accordance with Exhibit A, as specified and dated in each individualTask/Delivery Order and the basic contract.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. This CLIN is Not Separately Priced (NSP). Price is included in CLIN 0001/0002/0004 (if ordered)

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**BASE PERIOD**

**0007**

*Noun:* TRAVEL AND OTHER DIRECT COSTS (ODC)
*Contract type:* S - COST
*Start Date:* 10 SEP 2004
*Completion Date:* 09 SEP 2007
*Descriptive Data:*
A. The Contractor shall provide Travel and Other Direct Costs (ODCs) to include materials as specified in each individual Task/Delivery Order and the Basic Contract. The contractor shall prove cost reasonableness upon submittal of proposal for ODCs.

(1) Travel arrangements shall be in accordance with Joint Travel Regulations (JTR), Volume II and approved prior to travel by the Contracting Officer's Representative (COR).
(2) Trips must be in direct support of task order efforts.
(3) No profit shall be paid on purchases made under this CLIN; however, DCAA approved burden rates are authorized.
(4) ODCs must be purchased in accordance with the Contractor's approved Purchasing System, as applicable.
(5) ODCs and travel shall not exceed the obligated amount as specified in each individual Task/Delivery Order.
(6) ODCs may be purchased from Federal Supply Sources, under General Services Administration Contracts, if the item is available.

B. The contractor will provide ODCs and travel on a cost reimbursable basis only.

C. Period of Performance: Specified in each individual Task/Delivery Order.

D. Estimated Cost will be identified in each individual Task/Delivery Order.

**Option 1**

**1001**

*Noun:* NETWORK CENTRIC SOLUTIONS
*Contract type:* J - FIRM FIXED PRICE
*Start Date:* 10 SEP 2007
*Completion Date:* 09 SEP 2008
*Descriptive Data:*
A. These requirements will be accomplished IAW the Performance Work Statement (PWS) in individual Task/Delivery Orders and the basic Contract on an as-required basis.

B. The Products proposed to make up these solutions will not exceed the prices/rates proposed in the Products Schedule - CLIN 1003.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. Contract Type shall be Firm-Fixed Price (FFP) or Fixed-Price Incentive Fee (FPIF).

Qty Unit Price

| ITEM | SUPPLIES OR SERVICES | Purch Unit | Total Item Amount |
|---|---|---|---|

**Option 1**

**1002**

*Noun:* NETWORK CENTRIC SOLUTIONS
*Contract type:* S - COST
*Start Date:* 10 SEP 2007
*Completion Date:* 09 SEP 2008
*Descriptive Data:*
A. These requirements will be accomplished IAW the PWS in individual Task/Delivery Orders and the basic Contract on an as-required basis.

B. The Products proposed to make up these solutions shall be ordered via the products Schedule - CLIN 1003.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. Estimated Cost: Specified in each individual Task/Delivery Order.

F. Contract Type shall be Cost-Plus-Fixed Fee (CPFF), Cost-Plus-Incentive Fee (CPIF) or Cost-Plus Award Fee (CPAF).

Fixed-Fee: 7%
Incentive Fee: 10%
Award Fee: To be cited in individual orders.

**Option 1**

**1003**

*Noun:* PRODUCTS
*NSN:* N - Not Applicable
*Contract type:* J - FIRM FIXED PRICE
*Inspection:* DESTINATION
*Acceptance:* DESTINATION
*FOB:* DESTINATION
*Descriptive Data:*
A. The Contractor will furnish COTS products needed to develop, install, design, maintain and/or upgrade any Network Centric requirement. All products shall be IAW the attached Catalog of Commercial items and the PWS. Products may be purchased, leased, and/or equivalent product substitutions.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

C. Completion Date: Specified in each individual Task/Delivery Order.

| ITEM | SUPPLIES OR SERVICES | Qty<br>Purch Unit | Unit Price<br>Total Item Amount |
|---|---|---|---|

**Option 1**

**1004**

*Noun:* SERVICES
*Contract type:* Z - LABOR HOUR
*Start Date:* 10 SEP 2007
*Completion Date:* 09 SEP 2008
*Descriptive Data:*
A. The Contractor will provide Labor hours, IAW Section J, Attachment 5, the PWS, the individual Task/Delivery Order and the basic Contract on an as-required basis. This CLIN is for labor only. All ODCs and products rates/prices associated with this CLIN will be covered under CLINs 1003 and/or 1007 respectively.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

C. Completion Date: Specified in each individual Task/Delivery Order.

**Option 1**

**1005**

*Noun:* WARRANTY
*Contract type:* J - FIRM FIXED PRICE
*Start Date:* 10 SEP 2007
*Completion Date:* 09 SEP 2008
*Descriptive Data:*
A. The Contractor shall provide a warranty, in lieu of or in addition to the standard warranty, IAW each individual Task/Delivery Order and the basic Contract on an as-required basis. Warranty options include: System Warranties, Workmanship and Construction Warranties, and/or extended product warranties.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

C. Completion Date: Specified in each individual Task/Delivery Order.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**Option 1**

**1006**

*Noun:* DATA
*NSN:* N - Not Applicable
*DD1423 is Exhibit:* A
*Contract type:* J - FIRM FIXED PRICE
*Inspection:* DESTINATION
*Acceptance:* DESTINATION
*FOB:* DESTINATION
*Descriptive Data:*

A. The Contractor shall provide data as required in the Contractor Data Requirements List (CDRL) DD Form 1423, Exhibit A and as provided in individual Task/Delivery Orders. Contractor shall provide data as required over the life of the contract.

B. Deliver data in accordance with Exhibit A, as specified and dated in each individualTask/Delivery Order and the basic contract.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. This CLIN is Not Separately Priced (NSP). Price is included in CLIN 1001/1002/1004 (if ordered)

| ITEM | SUPPLIES OR SERVICES | Qty<br>Purch Unit | Unit Price<br>Total Item Amount |
|---|---|---|---|

**Option 1**

**1007**

*Noun:* TRAVEL AND OTHER DIRECT COSTS
*Contract type:* S - COST
*Start Date:* 10 SEP 2007
*Completion Date:* 09 SEP 2008
*Descriptive Data:*

A. The Contractor shall provide Travel and Other Direct Costs (ODCs) to include materials as specified in each individual Task/Delivery Order and the Basic Contract. The contractor shall prove cost reasonableness upon submittal of proposal for ODCs.

(1) Travel arrangements shall be in accordance with Joint Travel Regulations (JTR), Volume II and approved prior to travel by the Contracting Officer's Representative (COR).

(2) Trips must be in direct support of task order efforts.

(3) No profit shall be paid on purchases made under this CLIN; however, DCAA approved burden rates are authorized.

(4) ODCs must be purchased in accordance with the Contractor's approved Purchasing System, as applicable.

(5) ODCs and travel shall not exceed the obligated amount as specified in each individual Task/Delivery Order.

(6) ODCs may be purchased from Federal Supply Sources, under General Services Administration Contracts, if the item is available.

B. The contractor will provide ODCs and travel on a cost reimbursable basis only.

C. Period of Performance: Specified in each individual Task/Delivery Order.

D. Estimated Cost will be identified in each individual Task/Delivery Order.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**Option 2**

**2001**

*Noun:* NETWORK CENTRIC SOLUTIONS
*Contract type:* J - FIRM FIXED PRICE
*Start Date:* 10 SEP 2008
*Completion Date:* 09 SEP 2010
*Descriptive Data:*

**A. Network Centric Solutions available under this CLIN may be ordered through 9 Sep 2010.**

**B. These requirements will be accomplished IAW the Performance Work Statement(PWS) in individual Task/Delivery Orders and the basic Contract on an as-required basis.**

**C. The Products proposed to make up these solutions will not exceed the prices/rates proposed in the Products Schedule - CLIN 2003.**

**D. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).**

**E. Completion Date: Specified in each individual Task/Delivery Order.**

**F. Contract Type shall be Firm-Fixed Price (FFP) or Fixed-Price Incentive Fee (FPIF).**

**G. Clarification: If the total solution proposed under this CLIN includes travel, then the travel should be shown as part of the CLIN 2001 solution and included under CLIN 2001 at time of award. Special Contract Requirements paragraph H047, Travel (FEB 2003) pertains to travel related to cost or labor hour CLIN's only.**

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**Option 2**

**2002**

*Noun:* NETWORK CENTRIC SOLUTIONS
*Contract type:* S - COST
*Start Date:* 10 SEP 2008
*Completion Date:* 09 SEP 2010
*Descriptive Data:*

**A. Network Centric Solutions available under this CLIN may be ordered through 9 Sep 2010.**

**B. These requirements will be accomplished IAW the PWS in individual Task/Delivery Orders and the basic Contract on an as-required basis.**

**C. The Products proposed to make up these solutions shall be ordered via the products Schedule - CLIN 2003.**

**D. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).**

**E. Completion Date: Specified in each individual Task/Delivery Order.**

**F. Estimated Cost: Specified in each individual Task/Delivery Order.**

**G. Contract Type shall be Cost-Plus-Fixed Fee (CPFF), Cost-Plus-Incentive Fee (CPIF) or Cost-Plus Award Fee (CPAF).**

**Fixed-Fee: 7%**
**Incentive Fee: 10%**
**Award Fee: To be cited in individual orders.**

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**Option 2**

**2003**

*Noun:* PRODUCTS
*NSN:* N - Not Applicable
*Contract type:* J - FIRM FIXED PRICE
*Inspection:* DESTINATION
*Acceptance:* DESTINATION
*FOB:* DESTINATION
*Descriptive Data:*
**A. Products available under this CLIN may be ordered through 9 Sep 2010.**

**B. The Contractor will furnish COTS products needed to develop, install, design, maintain and/or upgrade any Network Centric requirement. All products shall be IAW the attached Catalog of Commercial items and the PWS. Products may be purchased, leased, and/or equivalent product substitutions.**

**C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).**

**D. Completion Date: Specified in each individual Task/Delivery Order.**

**Option 2**

**2004**

*Noun:* SERVICES
*Contract type:* Z - LABOR HOUR
*Start Date:* 10 SEP 2008
*Completion Date:* 09 SEP 2009
*Descriptive Data:*
A. The Contractor will provide Labor hours, IAW Section J, Attachment 5, the PWS, the individual Task/Delivery Order and the basic Contract on an as-required basis. This CLIN is for labor only. All ODCs and products rates/prices associated with this CLIN will be covered under CLINs 2003 and/or 2007 respectively.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

C. Completion Date: Specified in each individual Task/Delivery Order.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**Option 2**

**2005**

*Noun:* WARRANTY
*Contract type:* J - FIRM FIXED PRICE
*Start Date:* 10 SEP 2008
*Completion Date:* 09 SEP 2010
*Descriptive Data:*
A. The Contractor shall provide a warranty, in lieu of or in addition to the standard warranty, IAW each individual Task/Delivery Order and the basic Contract on an as required basis. Warranty options include: System Warranties, Workmanship and Construction Warranties, and/or extended product warranties.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

C. Completion Date: Specified in each individual Task/Delivery Order.

**Option 2**

**2006**

*Noun:* DATA
*NSN:* N - Not Applicable
*DD1423 is Exhibit:* A
*Contract type:* J - FIRM FIXED PRICE
*Inspection:* DESTINATION
*Acceptance:* DESTINATION
*FOB:* DESTINATION
*Descriptive Data:*
**A. Data available under this CLIN may be ordered through 9 Sep 2010.**

**B. The Contractor shall provide data as required in the Contractor Data Requirements List (CDRL) DD Form 1423, Exhibit A and as provided in individual Task/Delivery Orders. Contractor shall provide data as required over the life of the contract.**

**C. Deliver data in accordance with Exhibit A, as specified and dated in each individualTask/Delivery Order and the basic contract.**

**D. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).**

**E. Completion Date: Specified in each individual Task/Delivery Order.**

**F. This CLIN is Not Separately Priced (NSP). Price is included in CLIN 2001/2002/2004 (if ordered)**

| ITEM | SUPPLIES OR SERVICES | Qty<br>Purch Unit | Unit Price<br>Total Item Amount |
|---|---|---|---|

**Option 2**

**2007**

*Noun:* TRAVEL AND OTHER DIRECT COSTS
*Contract type:* S - COST
*Start Date:* 10 SEP 2008
*Completion Date:* 09 SEP 2010
*Descriptive Data:*
A. The Contractor shall provide Travel and Other Direct Costs (ODCs) to include materials as specified in each individual Task/Delivery Order and the Basic Contract. The contractor shall prove cost reasonableness upon submittal of proposal for ODCs.

(1) Travel arrangements shall be in accordance with Joint Travel Regulations (JTR), Volume II and approved prior to travel by the Contracting Officer's Representative (COR).

(2) Trips must be in direct support of task order efforts.

(3) No profit shall be paid on purchases made under this CLIN; however, DCAA approved burden rates are authorized.
(4) ODCs must be purchased in accordance with the Contractor's approved Purchasing System, as applicable.

(5) ODCs and travel shall not exceed the obligated amount as specified in each individual Task/Delivery Order.

(6) ODCs may be purchased from Federal Supply Sources, under General Services Administration Contracts, if the item is available.

B. The contractor will provide ODCs and travel on a cost reimbursable basis only.

C. Period of Performance: Specified in each individual Task/Delivery Order.

D. Estimated Cost will be identified in each individual Task/Delivery Order.

**2008**

*Noun:* SERVICES
*Contract type:* Z - LABOR HOUR
*Start Date:* ASREQ
*Completion Date:* 09 SEP 2010
*Descriptive Data:*

A. The Contractor will provide Labor Hours, IAW Section J, Attachment 5, the PWS, the individual Task/Delivery Order and the basic Contract on an as-required basis. The CLIN is for labor only. All ODCs and products rates/prices associated with this CLIN will be covered under CLINs 2003 and/or 2007 respectively.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the contract).

C. Completion Date: Specified in each individual Task/Delivery Order.

| ITEM | SUPPLIES OR SERVICES | Qty<br>Purch Unit | Unit Price<br>Total Item Amount |
|---|---|---|---|

**3001**

*Noun:* NETWORK CENTRIC SOLUTIONS
*Contract type:* J - FIRM FIXED PRICE
*Start Date:* 10 SEP 2010
*Completion Date:* 09 DEC 2010
*Descriptive Data:*
**CONTRACT TYPE : FIRM FIXED PRICE**

**NOTE: Option 3 Ordering under this CLIN is available between 10 Sep 2010 through 9 Dec 2010**

A. These requirements will be accomplished IAW the Performance Work Statement (PWS) in individual Task/Delivery Orders and the basic Contract on an as-required basis.

B. The Products proposed to make up these solutions will not exceed the prices/rates proposed in the Products Schedule - CLIN 3003.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. Contract Type shall be Firm-Fixed Price (FFP) or Fixed-Price Incentive Fee (FPIF).

F. Clarification: If the total solution proposed under this CLIN includes travel, then the travel should be shown as part of the CLIN 3001 solution and included under CLIN 3001 at time of award. Special Contract Requirements paragraph H047, Travel (FEB 2003) pertains to travel related to cost or labor hour CLIN's only.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**3002**

*Noun:* NETWORK CENTRIC SOLUTIONS
*Contract type:* S - COST
*Start Date:* 10 SEP 2010
*Completion Date:* 09 DEC 2010
*Descriptive Data:*
**NOTE: Option 3 Ordering under this CLIN is available between 10 Sep 2010 through 9 Dec 2010**

A. These requirements will be accomplished IAW the PWS in individual Task/Delivery Orders and the basic Contract on an as-required basis.

B. The Products proposed to make up these solutions shall be ordered via the products Schedule - CLIN 3003.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. Estimated Cost: Specified in each individual Task/Delivery Order.

F. Contract Type shall be Cost-Plus-Fixed Fee (CPFF), Cost-Plus-Incentive Fee (CPIF) or Cost-Plus Award Fee (CPAF).

Fixed-Fee: 7%
Incentive Fee: 10%
Award Fee: To be cited in individual orders.

**3003**

*Noun:* PRODUCTS
*NSN:* N - Not Applicable
*Contract type:* J - FIRM FIXED PRICE
*Inspection:* DESTINATION
*Acceptance:* DESTINATION
*FOB:* DESTINATION
*Descriptive Data:*
**A. NOTE: Option 3 Ordering under this CLIN is available between 10 Sep 2010 through 9 Dec 2010**

B. The Contractor will furnish COTS products needed to develop, install, design, maintain and/or upgrade any Network Centric requirement. All products shall be IAW the attached Catalog of Commercial items and the PWS. Products may be purchased, leased, and/or equivalent product substitutions.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**3005**

*Noun:* WARRANTY
*Contract type:* J - FIRM FIXED PRICE
*Start Date:* 10 SEP 2010
*Completion Date:* 09 DEC 2010
*Descriptive Data:*
**CONTRACT TYPE : FIRM FIXED PRICE**

**NOTE: Option 3 Ordering under this CLIN is available between 10 Sep 2010 through 9 Dec 2010**

A. The Contractor shall provide a warranty, in lieu of or in addition to the standard warranty, IAW each individual Task/Delivery Order and the basic Contract on an as required basis. Warranty options include: System Warranties, Workmanship and Construction Warranties, and/or extended product warranties.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

C. Completion Date: Specified in each individual Task/Delivery Order.

**3006**

*Noun:* DATA
*NSN:* N - Not Applicable
*DD1423 is Exhibit:* A
*Contract type:* J - FIRM FIXED PRICE
*Inspection:* DESTINATION
*Acceptance:* DESTINATION
*FOB:* DESTINATION
*Descriptive Data:*
A. **NOTE: Option 3 Ordering under this CLIN is available between 10 Sep 2010 through 9 Dec 2010**

B. The Contractor shall provide data as required in the Contractor Data Requirements List (CDRL) DD Form 1423, Exhibit A and as provided in individual Task/Delivery Orders. Contractor shall provide data as required over the life of the contract.

C. Deliver data in accordance with Exhibit A, as specified and dated in each individual Task/Delivery Order and the basic contract.

D. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

E. Completion Date: Specified in each individual Task/Delivery Order.

F. This CLIN is Not Separately Priced (NSP). Price is included in CLIN 3001/3002 and/or 3008(if ordered).

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**3007**

*Noun:* TRAVEL AND OTHER DIRECT COSTS
*Contract type:* S - COST
*Start Date:* 10 SEP 2010
*Completion Date:* 09 DEC 2010
*Descriptive Data:*
**CONTRACT TYPE : COST**

**NOTE: Option 3 Ordering under this CLIN is available between 10 Sep 2010 through 9 Dec 2010**

A. The Contractor shall provide Travel and Other Direct Costs (ODCs) to include materials as specified in each individual Task/Delivery Order and the Basic Contract. The contractor shall prove cost reasonableness upon submittal of proposal for ODCs.

(1) Travel arrangements shall be in accordance with Joint Travel Regulations (JTR), Volume II and approved prior to travel by the Contracting Officer's Representative (COR).

(2) Trips must be in direct support of task order efforts.

(3) No profit shall be paid on purchases made under this CLIN; however, DCAA approved burden rates are authorized.

(4) ODCs must be purchased in accordance with the Contractor's approved Purchasing System, as applicable.

(5) ODCs and travel shall not exceed the obligated amount as specified in each individual Task/Delivery Order.

(6) ODCs may be purchased from Federal Supply Sources, under General Services Administration Contracts, if the item is available.

B. The contractor will provide ODCs and travel on a cost reimbursable basis only.

C. Period of Performance: Specified in each individual Task/Delivery Order.

D. Estimated Cost will be identified in each individual Task/Delivery Order.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**3008**

*Noun:* SERVICES
*Contract type:* Z - LABOR HOUR
*Start Date:* 10 SEP 2010
*Completion Date:* 09 DEC 2010
*Descriptive Data:*

**NOTE: Option 3 Ordering under this CLIN is available between 10 Sep 2010 through 9 Dec 2010.**

A. The Contractor will provide Labor Hours, IAW Section J, the PWS, the individual Task/Delivery Order and the basic Contract on an as-required basis. The CLIN is for labor only. All ODCs and products rates/prices associated with this CLIN will be covered under CLINs 3003 and/or 3007 respectively.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the contract).

C. Completion Date: Specified in each individual Task/Delivery Order.

**4001**

*Noun:* NETWORK CENTRIC SOLUTIONS
*Contract type:* J - FIRM FIXED PRICE
*Start Date:* 10 DEC 2010
*Completion Date:* 09 MAR 2011
*Descriptive Data:*
**CONTRACT TYPE : FIRM FIXED PRICE**

**NOTE: Option 4 Ordering under this CLIN is available between 10 Dec 2010 through 9 Mar 2011**

A. These requirements will be accomplished IAW the Performance Work Statement (PWS) in individual Task/Delivery Orders and the basic Contract on an as-required basis.

B. The Products proposed to make up these solutions will not exceed the prices/rates proposed in the Products Schedule - CLIN 4003.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. Contract Type shall be Firm-Fixed Price (FFP) or Fixed-Price Incentive Fee (FPIF).

F. Clarification: If the total solution proposed under this CLIN includes travel, then the travel should be shown as part of the CLIN 4001 solution and included under CLIN 4001 at time of award. Special Contract Requirements paragraph H047, Travel (FEB 2003) pertains to travel related to cost or labor hour CLIN's only.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**4002**

*Noun:* NETWORK CENTRIC SOLUTIONS
*Contract type:* S - COST
*Start Date:* 10 DEC 2010
*Completion Date:* 09 MAR 2011
*Descriptive Data:*
**CONTRACT TYPE : COST**

**NOTE: Option 4 Ordering under this CLIN is available between 10 Dec 2010 through 9 Mar 2011**

A. These requirements will be accomplished IAW the PWS in individual Task/Delivery Orders and the basic Contract on an as-required basis.

B. The Products proposed to make up these solutions shall be ordered via the products Schedule - CLIN 4003.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. Estimated Cost: Specified in each individual Task/Delivery Order.

F. Contract Type shall be Cost-Plus-Fixed Fee (CPFF), Cost-Plus-Incentive Fee (CPIF) or Cost-Plus Award Fee (CPAF).

Fixed-Fee: 7%
Incentive Fee: 10%
Award Fee: To be cited in individual orders.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**4003**

*Noun:* PRODUCTS
*NSN:* N - Not Applicable
*Contract type:* J - FIRM FIXED PRICE
*Inspection:* DESTINATION
*Acceptance:* DESTINATION
*FOB:* DESTINATION
*Descriptive Data:*

**A. NOTE: Option 4 Ordering under this CLIN is available between 10 Dec 2010 through 9 Mar 2011**

B. The Contractor will furnish COTS products needed to develop, install, design, maintain and/or upgrade any Network Centric requirement. All products shall be IAW the attached Catalog of Commercial items and the PWS. Products may be purchased, leased, and/or equivalent product substitutions.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

**4005**

*Noun:* WARRANTY
*Contract type:* J - FIRM FIXED PRICE
*Start Date:* 10 DEC 2010
*Completion Date:* 09 MAR 2011
*Descriptive Data:*

**CONTRACT TYPE : FIRM FIXED PRICE**

**NOTE: Option 4 Ordering under this CLIN is available between 10 Dec 2010 through 9 Mar 2011**

A. The Contractor shall provide a warranty, in lieu of or in addition to the standard warranty, IAW each individual Task/Delivery Order and the basic Contract on an as required basis. Warranty options include: System Warranties, Workmanship and Construction Warranties, and/or extended product warranties.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

C. Completion Date: Specified in each individual Task/Delivery Order.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**4006**

*Noun:* DATA
*NSN:* N - Not Applicable
*DD1423 is Exhibit:* A
*Contract type:* J - FIRM FIXED PRICE
*Inspection:* DESTINATION
*Acceptance:* DESTINATION
*FOB:* DESTINATION
*Descriptive Data:*

A. **NOTE: Option 4 Ordering under this CLIN is available between 10 Dec 2010 through 9 Mar 2011**.

B. The Contractor shall provide data as required in the Contractor Data Requirements List (CDRL) DD Form 1423, Exhibit A and as provided in individual Task/Delivery Orders. Contractor shall provide data as required over the life of the contract.

C. Deliver data in accordance with Exhibit A, as specified and dated in each individualTask/Delivery Order and the basic contract.

D. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

E. Completion Date: Specified in each individual Task/Delivery Order.

F. This CLIN is Not Separately Priced (NSP). Price is included in CLIN 4001/4002 and/or 4008 (if ordered)

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**4007**

*Noun:* TRAVEL AND OTHER DIRECT COSTS
*Contract type:* S - COST
*Start Date:* 10 DEC 2010
*Completion Date:* 09 MAR 2011
*Descriptive Data:*
**CONTRACT TYPE : COST**

**NOTE: Option 4 Ordering under this CLIN is available between 10 Dec 2010 through 9 Mar 2011**

A. The Contractor shall provide Travel and Other Direct Costs (ODCs) to include materials as specified in each individual Task/Delivery Order and the Basic Contract. The contractor shall prove cost reasonableness upon submittal of proposal for ODCs.

(1) Travel arrangements shall be in accordance with Joint Travel Regulations (JTR), Volume II and approved prior to travel by the Contracting Officer's Representative (COR).

(2) Trips must be in direct support of task order efforts.

(3) No profit shall be paid on purchases made under this CLIN; however, DCAA approved burden rates are authorized.

(4) ODCs must be purchased in accordance with the Contractor's approved Purchasing System, as applicable.

(5) ODCs and travel shall not exceed the obligated amount as specified in each individual Task/Delivery Order.

(6) ODCs may be purchased from Federal Supply Sources, under General Services Administration Contracts, if the item is available.

B. The contractor will provide ODCs and travel on a cost reimbursable basis only.

C. Period of Performance: Specified in each individual Task/Delivery Order.

D. Estimated Cost will be identified in each individual Task/Delivery Order.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**4008**

*Noun:* SERVICES
*Contract type:* Z - LABOR HOUR
*Start Date:* 10 DEC 2010
*Completion Date:* 09 MAR 2011
*Descriptive Data:*

**NOTE: Option 4 Ordering under this CLIN is available between 10 Dec 2010 through 9 Mar 2011.**

A. The Contractor will provide Labor Hours, IAW Section J, the PWS, the individual Task/Delivery Order and the basic Contract on an as-required basis. The CLIN is for labor only. All ODCs and products rates/prices associated with this CLIN will be covered under CLINs 4003 and/or 4007 respectively.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the contract).

C. Completion Date: Specified in each individual Task/Delivery Order.

**5001**

*Noun:* NETWORK CENTRIC SOLUTIONS
*Contract type:* J - FIRM FIXED PRICE
*Start Date:* 10 MAR 2011
*Completion Date:* 09 JUN 2011
*Descriptive Data:*

**NOTE: Ordering under this CLIN is available between 10 Mar 2011 through 9 Jun 2011**

A. These requirements will be accomplished IAW the Performance Work Statement (PWS) in individual Task/Delivery Orders and the basic Contract on an as-required basis.

B. The Products proposed to make up these solutions will not exceed the prices/rates proposed in the Products Schedule - CLIN 5003.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. Contract Type shall be Firm-Fixed Price (FFP) or Fixed-Price Incentive Fee (FPIF).

F. Clarification: If the total solution proposed under this CLIN includes travel, then the travel should be shown as part of the CLIN 5001 solution and included under CLIN 5001 at time of award. Special Contract Requirements paragraph H047, Travel (FEB 2003) pertains to travel related to cost or labor hour CLIN's only.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**5002**

*Noun:* NETWORK CENTRIC SOLUTIONS
*Contract type:* S - COST
*Start Date:* 10 MAR 2011
*Completion Date:* 09 JUN 2011
*Descriptive Data:*
**NOTE: Ordering under this CLIN is available between 10 Mar 2011 through 9 Jun 2011**

A. These requirements will be accomplished IAW the PWS in individual Task/Delivery Orders and the basic Contract on an as-required basis.

B. The Products proposed to make up these solutions shall be ordered via the products Schedule - CLIN 5003.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. Estimated Cost: Specified in each individual Task/Delivery Order.

F. Contract Type shall be Cost-Plus-Fixed Fee (CPFF), Cost-Plus-Incentive Fee (CPIF) or Cost-Plus Award Fee (CPAF).

Fixed-Fee: 7%
Incentive Fee: 10%
Award Fee: To be cited in individual orders.

**5003**

*Noun:* PRODUCTS
*NSN:* N - Not Applicable
*Contract type:* J - FIRM FIXED PRICE
*Inspection:* DESTINATION
*Acceptance:* DESTINATION
*FOB:* DESTINATION
*Descriptive Data:*
**NOTE: Ordering under this CLIN is available between 10 Mar 2011 through 9 Jun 2011**

A. The Contractor will furnish COTS products needed to develop, install, design, maintain and/or upgrade any Network Centric requirement. All products shall be IAW the attached Catalog of Commercial items and the PWS. Products may be purchased, leased, and/or equivalent product substitutions.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

C. Completion Date: Specified in each individual Task/Delivery Order.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**5005**

*Noun:* WARRANTY
*Contract type:* J - FIRM FIXED PRICE
*Start Date:* 10 MAR 2011
*Completion Date:* 09 JUN 2011
*Descriptive Data:*
**NOTE: Ordering under this CLIN is available between 10 Mar 2011 through 9 Jun 2011**

A. The Contractor shall provide a warranty, in lieu of or in addition to the standard warranty, IAW each individual Task/Delivery Order and the basic Contract on an as required basis. Warranty options include: System Warranties, Workmanship and Construction Warranties, and/or extended product warranties.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

C. Completion Date: Specified in each individual Task/Delivery Order.

**5006**

*Noun:* DATA
*NSN:* N - Not Applicable
*DD1423 is Exhibit:* A
*Contract type:* J - FIRM FIXED PRICE
*Inspection:* DESTINATION
*Acceptance:* DESTINATION
*FOB:* DESTINATION
*Descriptive Data:*
**NOTE: Ordering under this CLIN is available between 10 Mar 2011 through 9 Jun 2011**

A. The Contractor shall provide data as required in the Contractor Data Requirements List (CDRL) DD Form 1423, Exhibit A and as provided in individual Task/Delivery Orders. Contractor shall provide data as required over the life of the contract.

B. Deliver data in accordance with Exhibit A, as specified and dated in each individualTask/Delivery Order and the basic contract.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. This CLIN is Not Separately Priced (NSP). Price is included in CLIN 5001/5002 and/or 5008 (if ordered)

| ITEM | SUPPLIES OR SERVICES | Qty<br>Purch Unit | Unit Price<br>Total Item Amount |
|---|---|---|---|

**5007**

*Noun:* TRAVEL AND OTHER DIRECT COSTS
*Contract type:* S - COST
*Start Date:* 10 MAR 2011
*Completion Date:* 09 JUN 2011
*Descriptive Data:*
**NOTE: Ordering under this CLIN is available between 10 Mar 2011 through 9 Jun 2011**

A. The Contractor shall provide Travel and Other Direct Costs (ODCs) to include materials as specified in each individual Task/Delivery Order and the Basic Contract. The contractor shall prove cost reasonableness upon submittal of proposal for ODCs.

(1) Travel arrangements shall be in accordance with Joint Travel Regulations (JTR), Volume II and approved prior to travel by the Contracting Officer's Representative (COR).

(2) Trips must be in direct support of task order efforts.

(3) No profit shall be paid on purchases made under this CLIN; however, DCAA approved burden rates are authorized.

(4) ODCs must be purchased in accordance with the Contractor's approved Purchasing System, as applicable.

(5) ODCs and travel shall not exceed the obligated amount as specified in each individual Task/Delivery Order.

(6) ODCs may be purchased from Federal Supply Sources, under General Services Administration Contracts, if the item is available.

B. The contractor will provide ODCs and travel on a cost reimbursable basis only.

C. Period of Performance: Specified in each individual Task/Delivery Order.

D. Estimated Cost will be identified in each individual Task/Delivery Order.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**5008**

*Noun:* SERVICES
*Contract type:* Z - LABOR HOUR
*Start Date:* 10 MAR 2011
*Completion Date:* 09 JUN 2011
*Descriptive Data:*

**NOTE: Ordering under this CLIN is available between 10 Mar 2011 through 9 Jun 2011.**

A. The Contractor will provide Labor Hours, IAW Section J, the PWS, the individual Task/Delivery Order and the basic Contract on an as-required basis. The CLIN is for labor only. All ODCs and products rates/prices associated with this CLIN will be covered under CLINs 5003 and/or 5007 respectively.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the contract).

C. Completion Date: Specified in each individual Task/Delivery Order.

**6001**

*Noun:* NETWORK CENTRIC SOLUTIONS
*Contract type:* J - FIRM FIXED PRICE
*Start Date:* 10 JUN 2011
*Completion Date:* 09 SEP 2011
*Descriptive Data:*

**NOTE: Ordering under this CLIN is available between 10 Jun 2011 through 9 Sep 2011**

A. These requirements will be accomplished IAW the Performance Work Statement (PWS) in individual Task/Delivery Orders and the basic Contract on an as-required basis.

B. The Products proposed to make up these solutions will not exceed the prices/rates proposed in the Products Schedule - CLIN 6003.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. Contract Type shall be Firm-Fixed Price (FFP) or Fixed-Price Incentive Fee (FPIF).

F. Clarification: If the total solution proposed under this CLIN includes travel, then the travel should be shown as part of the CLIN 6001 solution and included under CLIN 6001 at time of award. Special Contract Requirements paragraph H047, Travel (FEB 2003) pertains to travel related to cost or labor hour CLIN's only.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**6002**

*Noun:* NETWORK CENTRIC SOLUTIONS
*Contract type:* S - COST
*Start Date:* 10 JUN 2011
*Completion Date:* 09 SEP 2011
*Descriptive Data:*
**NOTE: Ordering under this CLIN is available between 10 Jun 2011 through 9 Sep 2011**

A. These requirements will be accomplished IAW the PWS in individual Task/Delivery Orders and the basic Contract on an as-required basis.

B. The Products proposed to make up these solutions shall be ordered via the products Schedule - CLIN 6003.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. Estimated Cost: Specified in each individual Task/Delivery Order.

F. Contract Type shall be Cost-Plus-Fixed Fee (CPFF), Cost-Plus-Incentive Fee (CPIF) or Cost-Plus Award Fee (CPAF).

Fixed-Fee: 7%
Incentive Fee: 10%
Award Fee: To be cited in individual orders.

**6003**

*Noun:* PRODUCTS
*NSN:* N - Not Applicable
*Contract type:* J - FIRM FIXED PRICE
*Inspection:* DESTINATION
*Acceptance:* DESTINATION
*FOB:* DESTINATION
*Descriptive Data:*
**NOTE: Ordering under this CLIN is available between 10 Jun 2011 through 9 Sep 2011**

A. The Contractor will furnish COTS products needed to develop, install, design, maintain and/or upgrade any Network Centric requirement. All products shall be IAW the attached Catalog of Commercial items and the PWS. Products may be purchased, leased, and/or equivalent product substitutions.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

c. Completion Date: Specified in each individual Task/Delivery Order.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**6005**

*Noun:* WARRANTY
*Contract type:* J - FIRM FIXED PRICE
*Start Date:* 10 JUN 2011
*Completion Date:* 09 SEP 2011
*Descriptive Data:*
**NOTE: Ordering under this CLIN is available between 10 Jun 2011 through 9 Sep 2011**

A. The Contractor shall provide a warranty, in lieu of or in addition to the standard warranty, IAW each individual Task/Delivery Order and the basic Contract on an as required basis. Warranty options include: System Warranties, Workmanship and Construction Warranties, and/or extended product warranties.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

C. Completion Date: Specified in each individual Task/Delivery Order.

**6006**

*Noun:* DATA
*NSN:* N - Not Applicable
*DD1423 is Exhibit:* A
*Contract type:* J - FIRM FIXED PRICE
*Inspection:* DESTINATION
*Acceptance:* DESTINATION
*FOB:* DESTINATION
*Descriptive Data:*
**NOTE: Ordering under this CLIN is available between 10 Jun 2011 through 9 Sep 2011**

A. The Contractor shall provide data as required in the Contractor Data Requirements List (CDRL) DD Form 1423, Exhibit A and as provided in individual Task/Delivery Orders. Contractor shall provide data as required over the life of the contract.

B. Deliver data in accordance with Exhibit A, as specified and dated in each individualTask/Delivery Order and the basic contract.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. This CLIN is Not Separately Priced (NSP). Price is included in CLIN 6001/6002 and/or 6008 (if ordered)

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**6007**

*Noun:* TRAVEL AND OTHER DIRECT COSTS
*Contract type:* S - COST
*Start Date:* 10 JUN 2011
*Completion Date:* 09 SEP 2011
*Descriptive Data:*
**NOTE: Ordering under this CLIN is available between 10 Jun 2011 through 9 Sep 2011**

A. The Contractor shall provide Travel and Other Direct Costs (ODCs) to include materials as specified in each individual Task/Delivery Order and the Basic Contract. The contractor shall prove cost reasonableness upon submittal of proposal for ODCs.

(1) Travel arrangements shall be in accordance with Joint Travel Regulations (JTR), Volume II and approved prior to travel by the Contracting Officer's Representative (COR).

(2) Trips must be in direct support of task order efforts.

(3) No profit shall be paid on purchases made under this CLIN; however, DCAA approved burden rates are authorized.

(4) ODCs must be purchased in accordance with the Contractor's approved Purchasing System, as applicable.

(5) ODCs and travel shall not exceed the obligated amount as specified in each individual Task/Delivery Order.

(6) ODCs may be purchased from Federal Supply Sources, under General Services Administration Contracts, if the item is available.

B. The contractor will provide ODCs and travel on a cost reimbursable basis only.

C. Period of Performance: Specified in each individual Task/Delivery Order.

D. Estimated Cost will be identified in each individual Task/Delivery Order.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**6008**

*Noun:* SERVICES
*Contract type:* Z - LABOR HOUR
*Start Date:* 10 JUN 2011
*Completion Date:* 09 SEP 2011
*Descriptive Data:*

**NOTE: Ordering under this CLIN is available between 10 Jun 2011 through 9 Sep 2011.**

A. The Contractor will provide Labor Hours, IAW Section J, the PWS, the individual Task/Delivery Order and the basic Contract on an as-required basis. The CLIN is for labor only. All ODCs and products rates/prices associated with this CLIN will be covered under CLINs 6003 and/or 6007 respectively.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the contract).

C. Completion Date: Specified in each individual Task/Delivery Order.

**7001**

*Noun:* NETWORK CENTRIC SOLUTIONS
*Contract type:* J - FIRM FIXED PRICE
*Start Date:* 10 SEP 2011
*Completion Date:* 09 SEP 2012
*Descriptive Data:*

**NOTE: Ordering under this CLIN is available between 10 September 2011 through 9 September 2012**

A. These requirements will be accomplished IAW the Performance Work Statement (PWS) in individual Task/Delivery Orders and the basic Contract on an as-required basis.

B. The Products proposed to make up these solutions will not exceed the prices/rates proposed in the Products Schedule - CLIN 7003.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. Contract Type shall be Firm-Fixed Price (FFP) or Fixed-Price Incentive Fee (FPIF).

F. Clarification: If the total solution proposed under this CLIN includes travel, then the travel should be shown as part of the CLIN 7001 solution and included under CLIN 7001 at time of award. Special Contract Requirements paragraph H047, Travel (FEB 2003) pertains to travel related to cost or labor hour CLIN's only.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**7002**

*Noun:* NETWORK CENTRIC SOLUTIONS
*Contract type:* S - COST
*Start Date:* 10 SEP 2011
*Completion Date:* 09 SEP 2012
*Descriptive Data:*
**NOTE: Ordering under this CLIN is available between 10 Sep 2011 through 9 Sep 2012**

A. These requirements will be accomplished IAW the PWS in individual Task/Delivery Orders and the basic Contract on an as-required basis.

B. The Products proposed to make up these solutions shall be ordered via the products Schedule - CLIN 7003.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. Estimated Cost: Specified in each individual Task/Delivery Order.

F. Contract Type shall be Cost-Plus-Fixed Fee (CPFF), Cost-Plus-Incentive Fee (CPIF) or Cost-Plus Award Fee (CPAF).

Fixed-Fee: 7%
Incentive Fee: 10%
Award Fee: To be cited in individual orders.

**7003**

*Noun:* PRODUCTS
*NSN:* N - Not Applicable
*Contract type:* J - FIRM FIXED PRICE
*Inspection:* DESTINATION
*Acceptance:* DESTINATION
*FOB:* DESTINATION
*Descriptive Data:*
**NOTE: Ordering under this CLIN is available between 10 Sep 2011 through 9 Sep 2012**

A. The Contractor will furnish COTS products needed to develop, install, design, maintain and/or upgrade any Network Centric requirement. All products shall be IAW the attached Catalog of Commercial items and the PWS. Products may be purchased, leased, and/or equivalent product substitutions.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

C. Completion Date: Specified in each individual Task/Delivery Order.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**7005**

*Noun:* WARRANTY
*Contract type:* J - FIRM FIXED PRICE
*Start Date:* 10 SEP 2011
*Completion Date:* 09 SEP 2012
*Descriptive Data:*
**NOTE: Ordering under this CLIN is available between 10 Sep 2011 through 9 Sep 2012**

A. The Contractor shall provide a warranty, in lieu of or in addition to the standard warranty, IAW each individual Task/Delivery Order and the basic Contract on an as required basis. Warranty options include: System Warranties, Workmanship and Construction Warranties, and/or extended product warranties.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

C. Completion Date: Specified in each individual Task/Delivery Order.

**7006**

*Noun:* DATA
*NSN:* N - Not Applicable
*DD1423 is Exhibit:* A
*Contract type:* J - FIRM FIXED PRICE
*Inspection:* DESTINATION
*Acceptance:* DESTINATION
*FOB:* DESTINATION
*Descriptive Data:*
**NOTE: Ordering under this CLIN is available between 10 Sep 2011 through 9 Sep 2012**

A. The Contractor shall provide data as required in the Contractor Data Requirements List (CDRL) DD Form 1423, Exhibit A and as provided in individual Task/Delivery Orders. Contractor shall provide data as required over the life of the contract.

B. Deliver data in accordance with Exhibit A, as specified and dated in each individualTask/Delivery Order and the basic contract.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. This CLIN is Not Separately Priced (NSP). Price is included in CLIN 7001/7002 and/or 7008 (if ordered)

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**7007**

*Noun:* TRAVEL AND OTHER DIRECT COSTS
*Contract type:* J - FIRM FIXED PRICE
*Start Date:* 10 SEP 2011
*Completion Date:* 09 SEP 2012
*Descriptive Data:*

**NOTE: Ordering under this CLIN is available between 10 Sep 2011 through 9 Sep 2012**

A. The Contractor shall provide Travel and Other Direct Costs (ODCs) to include materials as specified in each individual Task/Delivery Order and the Basic Contract. The contractor shall prove cost reasonableness upon submittal of proposal for ODCs.

(1) Travel arrangements shall be in accordance with Joint Travel Regulations (JTR), Volume II and approved prior to travel by the Contracting Officer's Representative (COR).

(2) Trips must be in direct support of task order efforts.

(3) No profit shall be paid on purchases made under this CLIN; however, DCAA approved burden rates are authorized.

(4) ODCs must be purchased in accordance with the Contractor's approved Purchasing System, as applicable.

(5) ODCs and travel shall not exceed the obligated amount as specified in each individual Task/Delivery Order.

(6) ODCs may be purchased from Federal Supply Sources, under General Services Administration Contracts, if the item is available.

B. The contractor will provide ODCs and travel on a cost reimbursable basis only.

C. Period of Performance: Specified in each individual Task/Delivery Order.

D. Estimated Cost will be identified in each individual Task/Delivery Order.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**7008**

*Noun:* SERVICES
*Contract type:* Z - LABOR HOUR
*Start Date:* 10 SEP 2011
*Completion Date:* 09 SEP 2012
*Descriptive Data:*

**NOTE: Ordering under this CLIN is available between 10 Sep 2011 through 9 Sep 2012.**

A. The Contractor will provide Labor Hours, IAW Section J, the PWS, the individual Task/Delivery Order and the basic Contract on an as-required basis. The CLIN is for labor only. All ODCs and products rates/prices associated with this CLIN will be covered under CLINs 7003 and/or 7007 respectively.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the contract).

C. Completion Date: Specified in each individual Task/Delivery Order.

**8001**

*Noun:* NETWORK CENTRIC SOLUTIONS
*Contract type:* J - FIRM FIXED PRICE
*Start Date:* ASREQ
*Completion Date:* 31 MAR 2013
*Descriptive Data:*

**NOTE: Ordering under this CLIN is available between 10 Sep 2012 through 31 Mar 2013.**

A. These requirements will be accomplished IAW the Performance Work Statement (PWS) in individual Task/Delivery Orders and the basic Contract on an as-required basis.

B. The Products proposed to make up these solutions will not exceed the prices/rates proposed in the Products Schedule - CLIN 8003.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. Contract Type shall be Firm-Fixed Price (FFP) or Fixed-Price Incentive Fee (FPIF).

F. Clarification: If the total solution proposed under this CLIN includes travel, then the travel should be shown as part of the CLIN 8001 solution and included under CLIN 8001 at time of award. Special Contract Requirements paragraph H047, Travel (FEB 2003) pertains to travel related to cost or labor hour CLIN's only.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**8002**

*Noun:* NETWORK CENTRIC SOLUTIONS
*Contract type:* S - COST
*Start Date:* ASREQ
*Completion Date:* 31 MAR 2013
*Descriptive Data:*
**NOTE: Ordering under this CLIN is available between 10 Sep 2012 through 31 Mar 2013.**

A. These requirements will be accomplished IAW the PWS in individual Task/Delivery Orders and the basic Contract on an as-required basis.

B. The Products proposed to make up these solutions shall be ordered via the products Schedule - CLIN 8003.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. Estimated Cost: Specified in each individual Task/Delivery Order.

F. Contract Type shall be Cost-Plus-Fixed Fee (CPFF), Cost-Plus-Incentive Fee (CPIF) or Cost-Plus Award Fee (CPAF).

Fixed-Fee: 7%
Incentive Fee: 10%
Award Fee: To be cited in individual orders.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**8003**

*Noun:* PRODUCTS
*NSN:* N - Not Applicable
*Contract type:* J - FIRM FIXED PRICE
*Inspection:* DESTINATION
*Acceptance:* DESTINATION
*FOB:* DESTINATION
*Descriptive Data:*
**NOTE: Ordering under this CLIN is available between 10 Sep 2012 through 31 Mar 2013.**

A. The Contractor will furnish COTS products needed to develop, install, design, maintain and/or upgrade any Network Centric requirement. All products shall be IAW the attached Catalog of Commercial items and the PWS. Products may be purchased, leased, and/or equivalent product substitutions.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

C. Completion Date: Specified in each individual Task/Delivery Order.

**8005**

*Noun:* WARRANTY
*Contract type:* J - FIRM FIXED PRICE
*Start Date:* ASREQ
*Completion Date:* 31 MAR 2013
*Descriptive Data:*
**NOTE: Ordering under this CLIN is available between 10 Sep 2012 through 31 Mar 2013.**

A. The Contractor shall provide a warranty, in lieu of or in addition to the standard warranty, IAW each individual Task/Delivery Order and the basic Contract on an as required basis. Warranty options include: System Warranties, Workmanship and Construction Warranties, and/or extended product warranties.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

C. Completion Date: Specified in each individual Task/Delivery Order.

| ITEM | SUPPLIES OR SERVICES | Qty<br>Purch Unit | Unit Price<br>Total Item Amount |
|---|---|---|---|

**8006** OPTION CLIN (supply)

*Noun:* DATA
*NSN:* N - Not Applicable
*Contract type:* J - FIRM FIXED PRICE
*Inspection:* DESTINATION
*Acceptance:* DESTINATION
*FOB:* DESTINATION
*Descriptive Data:*
**TE: Ordering under this CLIN is available between 10 Sep 2012 through 31 Mar 2013.**

A. The Contractor shall provide data as required in the Contractor Data Requirements List (CDRL) DD Form 1423, Exhibit A and as provided in individual Task/Delivery Orders. Contractor shall provide data as required over the life of the contract.

B. Deliver data in accordance with Exhibit A, as specified and dated in each individualTask/Delivery Order and the basic contract.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. This CLIN is Not Separately Priced (NSP). Price is included in CLIN 8001/8002 and/or 8008 (if ordered)

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**8007**

*Noun:* TRAVEL AND OTHER DIRECT COSTS
*Contract type:* S - COST
*Start Date:* ASREQ
*Completion Date:* 31 MAR 2013
*Descriptive Data:*

**NOTE: Ordering under this CLIN is available between 10 Sep 2012 through 31 Mar 2013.**

A. The Contractor shall provide Travel and Other Direct Costs (ODCs) to include materials as specified in each individual Task/Delivery Order and the Basic Contract. The contractor shall prove cost reasonableness upon submittal of proposal for ODCs.

(1) Travel arrangements shall be in accordance with Joint Travel Regulations (JTR), Volume II and approved prior to travel by the Contracting Officer's Representative (COR).

(2) Trips must be in direct support of task order efforts.

(3) No profit shall be paid on purchases made under this CLIN; however, DCAA approved burden rates are authorized.

(4) ODCs must be purchased in accordance with the Contractor's approved Purchasing System, as applicable.

(5) ODCs and travel shall not exceed the obligated amount as specified in each individual Task/Delivery Order.

(6) ODCs may be purchased from Federal Supply Sources, under General Services Administration Contracts, if the item is available.

B. The contractor will provide ODCs and travel on a cost reimbursable basis only.

C. Period of Performance: Specified in each individual Task/Delivery Order.

D. Estimated Cost will be identified in each individual Task/Delivery Order.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**8008**

*Noun:* SERVICES
*Contract type:* Z - LABOR HOUR
*Start Date:* ASREQ
*Completion Date:* 31 MAR 2013
*Descriptive Data:*

**OTE: Ordering under this CLIN is available between 10 Sep 2012 through 31 Mar 2013.**

A. The Contractor will provide Labor Hours, IAW Section J, the PWS, the individual Task/Delivery Order and the basic Contract on an as-required basis. The CLIN is for labor only. All ODCs and products rates/prices associated with this CLIN will be covered under CLINs 8003 and/or 8007 respectively.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the contract).

C. Completion Date: Specified in each individual Task/Delivery Order.

**9001**

*Noun:* NETWORK CENTRIC SOLUTIONS
*Contract type:* J - FIRM FIXED PRICE
*Start Date:* 01 APR 2013
*Completion Date:* 30 SEP 2013
*Descriptive Data:*

**NOTE: Ordering under this CLIN is available between 1 Apr 2013 through 30 Sep 2013.**

A. These requirements will be accomplished IAW the Performance Work Statement (PWS) in individual Task/Delivery Orders and the basic Contract on an as-required basis.

B. The Products proposed to make up these solutions will not exceed the prices/rates proposed in the Products Schedule - CLIN 9003.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. Contract Type shall be Firm-Fixed Price (FFP) or Fixed-Price Incentive Fee (FPIF).

F. Clarification: If the total solution proposed under this CLIN includes travel, then the travel should be shown as part of the CLIN 9001 solution and included under CLIN 9001 at time of award. Special Contract Requirements paragraph H047, Travel (FEB 2003) pertains to travel related to cost or labor hour CLIN's only.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**9002**

*Noun:* NETWORK CENTRIC SOLUTIONS
*Contract type:* S - COST
*Start Date:* 01 APR 2013
*Completion Date:* 30 SEP 2013
*Descriptive Data:*
**NOTE: Ordering under this CLIN is available between 1 Apr 2013 through 30 Sep 2013.**

A. These requirements will be accomplished IAW the PWS in individual Task/Delivery Orders and the basic Contract on an as-required basis.

B. The Products proposed to make up these solutions shall be ordered via the products Schedule - CLIN 9003.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. Estimated Cost: Specified in each individual Task/Delivery Order.

F. Contract Type shall be Cost-Plus-Fixed Fee (CPFF), Cost-Plus-Incentive Fee (CPIF) or Cost-Plus Award Fee (CPAF).

Fixed-Fee: 7%
Incentive Fee: 10%
Award Fee: To be cited in individual orders.

**9003**

*Noun:* PRODUCTS
*NSN:* N - Not Applicable
*Contract type:* J - FIRM FIXED PRICE
*Inspection:* DESTINATION
*Acceptance:* DESTINATION
*FOB:* DESTINATION
*Descriptive Data:*
**NOTE: Ordering under this CLIN is available between 1 Apr 2013 through 30 Sep 2013.**

A. The Contractor will furnish COTS products needed to develop, install, design, maintain and/or upgrade any Network Centric requirement. All products shall be IAW the attached Catalog of Commercial items and the PWS. Products may be purchased, leased, and/or equivalent product substitutions.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

C. Completion Date: Specified in each individual Task/Delivery Order.

| ITEM | SUPPLIES OR SERVICES | Qty<br>Purch Unit | Unit Price<br>Total Item Amount |
|---|---|---|---|

**9005**

*Noun:* WARRANTY
*Contract type:* J - FIRM FIXED PRICE
*Start Date:* 01 APR 2013
*Completion Date:* 30 SEP 2013
*Descriptive Data:*
**NOTE: Ordering under this CLIN is available between 1 Apr 2013 through 30 Sep 2013.**

A. The Contractor shall provide a warranty, in lieu of or in addition to the standard warranty, IAW each individual Task/Delivery Order and the basic Contract on an as required basis. Warranty options include: System Warranties, Workmanship and Construction Warranties, and/or extended product warranties.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

C. Completion Date: Specified in each individual Task/Delivery Order.

**9006**

*Noun:* DATA
*NSN:* N - Not Applicable
*Contract type:* J - FIRM FIXED PRICE
*Inspection:* DESTINATION
*Acceptance:* DESTINATION
*FOB:* DESTINATION
*Descriptive Data:*
**NOTE: Ordering under this CLIN is available between 1 Apr 2013 through 30 Sep 2013.**

A. The Contractor shall provide data as required in the Contractor Data Requirements List (CDRL) DD Form 1423, Exhibit A and as provided in individual Task/Delivery Orders. Contractor shall provide data as required over the life of the contract.

B. Deliver data in accordance with Exhibit A, as specified and dated in each individualTask/Delivery Order and the basic contract.

C. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the award).

D. Completion Date: Specified in each individual Task/Delivery Order.

E. This CLIN is Not Separately Priced (NSP). Price is included in CLIN 9001/9002 and/or 9008 (if ordered)

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**9007**

*Noun:* TRAVEL AND OTHER DIRECT COSTS
*Contract type:* S - COST
*Start Date:* 01 APR 2013
*Completion Date:* 30 SEP 2013
*Descriptive Data:*
**NOTE: Ordering under this CLIN is available between 1 Apr 2013 through30 Sep 2013.**

A. The Contractor shall provide Travel and Other Direct Costs (ODCs) to include materials as specified in each individual Task/Delivery Order and the Basic Contract. The contractor shall prove cost reasonableness upon submittal of proposal for ODCs.

(1) Travel arrangements shall be in accordance with Joint Travel Regulations (JTR), Volume II and approved prior to travel by the Contracting Officer's Representative (COR).

(2) Trips must be in direct support of task order efforts.

(3) No profit shall be paid on purchases made under this CLIN; however, DCAA approved burden rates are authorized.

(4) ODCs must be purchased in accordance with the Contractor's approved Purchasing System, as applicable.

(5) ODCs and travel shall not exceed the obligated amount as specified in each individual Task/Delivery Order.

(6) ODCs may be purchased from Federal Supply Sources, under General Services Administration Contracts, if the item is available.

B. The contractor will provide ODCs and travel on a cost reimbursable basis only.

C. Period of Performance: Specified in each individual Task/Delivery Order.

D. Estimated Cost will be identified in each individual Task/Delivery Order.

| ITEM | SUPPLIES OR SERVICES | Qty Purch Unit | Unit Price Total Item Amount |
|---|---|---|---|

**9008**

*Noun:* SERVICES
*Contract type:* Z - LABOR HOUR
*Start Date:* 01 APR 2013
*Completion Date:* 30 SEP 2013
*Descriptive Data:*

**NOTE: Ordering under this CLIN is available between 1 Apr 2013 through 30 Sep 2013.**

A. The Contractor will provide Labor Hours, IAW Section J, the PWS, the individual Task/Delivery Order and the basic Contract on an as-required basis. The CLIN is for labor only. All ODCs and products rates/prices associated with this CLIN will be covered under CLINs 9003 and/or 9007 respectively.

B. Commencement Date: Date of Task/Delivery Order Award (defined as the date the Contracting Officer signs the contract).

C. Completion Date: Specified in each individual Task/Delivery Order.

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**B002 GENERAL DESCRIPTION (MAY 2003)**

This is an indefinite-delivery/indefinite-quantity (IDIQ) contract with a three-year base period and two one-year options. The Government intends to award seven contracts, one each to a different contractor. The Government reserves the right to award more or less or none at all.

**B003 CLAUSES AND PROVISIONS (JUN 2003)**

(a) Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.

(b) Clauses and provisions in this document are assigned numbers by type of clause or provisions and will be numbered in sequence, but will not necessarily appear in consecutive order.

(c) Sections K, L and M will be physically removed from any resultant award, but Section K will be deemed to be incorporated by reference in that award.

**B004 CONTRACT MAXIMUM AND CONTRACT MINIMUM GUARANTEE (JUN 2003)**

(a) The maximum amount of this contract shall not exceed $9,000,000,000.00, which represents the maximum value of business opportunity available under NETCENTS.

(b) The Government will not award individual CLINs in the RFP to any one contractor, but shall award all CLINs. Proposals for a single CLIN or group thereof, shall be rejected.

(c) In the base period of the contract, the minimum amount for each contract will be the value of $50,000.00 to each awardee. The Government will ensure minimum buy spending obligations to each contractor are met. The exercise of the option periods shall not reestablish contract minimum amounts.

**B028 CONTRACT TYPE: FIRM FIXED PRICE (FEB 1997)**

Total price to be identified in each individual Task/Delivery Order.
*Applies to Firm-Fixed-Price CLIN(s) only.*

**B030 CONTRACT TYPE: FIXED- PRICE- INCENTIVE -- FIRM TARGET (FEB 1997)**

The target cost, target profit, and target price contemplated by the contract clause entitled, "Incentive Price Revision-- Firm Target," are set forth below. The contract line items subject to price revision, ceiling price, and the profit adjustment formula are set forth in 52.216-16.

Target Cost To be cited in individual orders.
Target Profit To be cited in individual orders.
Target Price To be cited in individual orders.
Ceiling Price To be cited in individual orders.

Applicable to following Line Items: To be cited in individual orders.
*Applies to Fixed-Price Incentive (Firm Target) CLIN(s) only.*

## B031 CONTRACT TYPE: FIXED- PRICE- INCENTIVE -- SUCCESSIVE TARGET (FEB 1997)

The target cost, target profit, and target price contemplated by the contract clause entitled, "Incentive Price Revision-- Successive Target," are set forth below. The contract line items subject to price revision, ceiling price, and the profit adjustment formula are set forth in 52.216-17.

Target Cost To be added to Task Order
Target Profit To be added to Task Order
Target Price To be added to Task Order
Ceiling Price To be added to Task Order

This Clause was modified by: P00010.

## B035 CONTRACT TYPE: LABOR- HOUR (DEC 2005)

(a) The Contractor shall furnish at the hourly rates stated below, all necessary and qualified personnel, managing and directing the same to complete CLIN(s) 0008 within the performance period specified in Clause F002. In performance of these CLIN(s), Contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates listed below for the identified labor categories.

CATEGORIES HOURLY RATE
?????

(b) For the purposes of the clause of this contract entitled "Payments Under Time-and-Material and Labor-Hour Contracts", the total ceiling price of the CLIN(s) specified in paragraph (a) above is "to be cited in individual orders."

This Clause was modified by: P00013, P00025.

## B038 CONTRACT TYPE: COST-PLUS-AWARD-FEE (FEB 1997)

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

(a) The total estimated cost of performance is to be cited in individual orders.

(b) The base fee is to be cited in individual orders.

(c) The maximum award fee is to be cited in individual orders.

(d) The award fee earned for performance from inception of contract through the evaluation period ending to be cited in individual orders. has been determined to be to be cited in individual orders.. *Applies to Cost-Plus-Award-Fee CLIN(s) only.*

## B049 OPTIONS (APR 2000)

The Government may require performance of the work required by CLIN(s) 1001 - 2007. The Contracting Officer shall provide written notice of intent to exercise this option to the Contractor on or before 60 days prior to expiration of base period. If the Government exercises this option(s) by 10 days prior to expiration , the Contractor shall perform at the estimated cost and fee, if applicable, set forth as follows:

Specified in the Task/Delivery Order.

## B050 ALLOWABLE COST AND PAYMENT (COST CONTRACTS (NO FEE)) (SEP 1997)

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

The total estimated cost of performance is ____

Applicable to following Line Items: 0002, 0007, 1002, 2002
*Applies to Cost CLIN(s) only.*

## B050 ALLOWABLE COST AND PAYMENT (COST NO FEE) (DEC 2005)

Contractor shall be reimbursed for performance of this contract in accordance with the contract clauses and the following additional terms:

The total estimated cost of performance is ____

Applicable to following Line Items: 0002, 0007, 1002, 2002

This Clause was modified by: P00013.

## B054 IMPLEMENTATION OF LIMITATION OF FUNDS (DEC 2005)

Pursuant to the clause FAR 52.232-22 in Section I, entitled, "Limitation of Funds", the total amount available for payment and allotted to this contract for CLINS "To be cited in individual orders" through "To be cited in individual orders" is "To be cited in individual orders". It is estimated that this amount is sufficient to cover performance through "To be cited in individual orders".

This Clause was modified by: P00013.

## B057 PAYMENT OF FEE (CPIF) (FEB 2003)

The target cost and fee for this contract are shown below. The applicable target fee set forth below may be increased or decreased only by negotiation and modification of the contract for added or deleted work. As determined by the contracting officer, it shall be paid as it accrues, in regular installments based upon the percentage of completion of work.

Target Cost ____
Target Fee $0.00
Maximum Fee $0.00
Minimum Fee $0.00

Government 0.00 %
Contractor 0.00 %
*Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s) only.*

## B057 CONTRACT TYPE: COST-PLUS-INCENTIVE-FEE (DEC 2005)

The target cost and fee for this contract are shown below. The applicable target fee set forth below may be increased or decreased only by negotiation and modification of the contract for added or deleted work. As determined by the contracting officer, it shall be paid as it accrues, in regular installments based upon the percentage of completion of work.

Target Cost ____
Target Fee $0.00
Maximum Fee $0.00

Minimum Fee $0.00

Government 0.00 %
Contractor 0.00 %

This Clause was modified by: P00013.

**B058 PAYMENT OF FEE (CPFF) (FEB 2003)**

The estimated cost and fee for this contract are shown below. The applicable fixed fee set forth below may be increased or decreased only by negotiation and modification of the contract for added or deleted work. As determined by the contracting officer, it shall be paid as it accrues, in regular installments based upon the percentage of completion of work (or the expiration of the agreed-upon period(s) for term contracts).

Estimated Cost ____
Fee ____
*Applies to Cost-Plus-Fixed-Fee CLIN(s) only.*

**B058 CONTRACT TYPE: COST-PLUS-FIXED-FEE (DEC 2005)**

The estimated cost and fee for this contract are shown below. The applicable fixed fee set forth below may be increased or decreased only by negotiation and modification of the contract for added or deleted work. As determined by the contracting officer, it shall be paid as it accrues, in regular installments based upon the percentage of completion of work (or the expiration of the agreed-upon period(s) for term contracts).

Estimated Cost ____
Fixed Fee ____

This Clause was modified by: P00013.

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**C009 PERFORMANCE WORK STATEMENT (DEC 2003)**

See Section J, Attachment 1.

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

5352.247-9005 SHIPPING CONTAINER MARKING (AFMC) (MAR 2003)
Para (a). Current edition. '"To be cited in individual orders"'
Para (b). Current edition. '"To be cited in individual orders"'
Para (c). Current edition. '"To be cited in individual orders"'
Para (c). Additional marking or bar code requirements: '"To be cited in individual orders"'
This Clause was modified by: P00004.

5352.247-9006 MARKING OF WARRANTED ITEMS (AFMC) (JUL 1997)
5352.247-9007 SPECIFICATION COMMERCIAL PACKAGING (AFMC) (JAN 2000)
5352.247-9008 CONTRACTOR COMMERCIAL PACKAGING (AFMC) (SEP 1998)

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**D001 PRESERVATION, PACKAGING, PACKING AND MARKING REQUIREMENTS (FEB 1997)**

Preservation, packaging, packing and marking shall be set forth in the individual Task/Delivery order.

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

## A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-01 CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)
This Clause was modified by: P00004.

52.246-02 INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996)
52.246-03 INSPECTION OF SUPPLIES -- COST-REIMBURSEMENT (MAY 2001)
52.246-04 INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)
52.246-05 INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)
52.246-06 INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)
52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)
*Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.*
52.246-13 INSPECTION -- DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)
This Clause was modified by: P00004.

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)
*Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.*

## B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

## OTHER CONTRACT CLAUSES IN FULL TEXT

### E007 INSPECTION AND ACCEPTANCE AUTHORITY (APR 1998)

Inspection and acceptance for all Contract and Exhibit Lines or Subline Items shall be accomplished by the Program Manager identified in each individual Delivery/Task Order.

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES**

52.211-11 LIQUIDATED DAMAGES -- SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)
Para (a), Liquidated damages per calendar day. '"To be cited in individual orders"'
This Clause was modified by: P00004.

52.211-12 LIQUIDATED DAMAGES -- CONSTRUCTION (SEP 2000)
Para (a), Amount of liquidated damages. '"To be cited in individual orders"'
This Clause was modified by: P00004.

52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)
52.242-15 STOP-WORK ORDER (AUG 1989)
*Applies to Firm-Fixed-Price CLIN(s), Labor-Hour CLIN(s) only.*
52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
*Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
This Clause was modified by: P00013.

52.247-34 F.O.B. DESTINATION (NOV 1991)
52.247-55 F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY (JUN 2003)

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

**F001 OPTION CLIN PERFORMANCE PERIOD(S) (FEB 1998)**

The respective performance period(s) for option(s) identified in Section B is as follows:

CLIN Number Period of Performance
_____

**F002 PERIOD OF PERFORMANCE (FEB 1997)**

(a) The effective period of performance under this contract shall be from date of award through 30 September 2013.

(b) Task/Delivery Orders may be issued during any of the contract periods. The performance period for each Delivery/Task order will be specified within the order and may extend beyond the expiration date of this contract, but in no case will the performance period extend beyond 9 September 2015. Delivery/Task Orders shall be priced at the priced at the Delivery/Task order level in accordance with FAR15.4.

This Clause was modified by: P00025, P00028, P00037.

## F026 ALTERATIONS AND ATTACHMENTS TO LEASED EQUIPMENT (MAY 2003)

(a) Government Alterations: If the Government is leasing equipment under the contract, upon 30 days written notice, the Government may make alterations or install attachments to the Contractor's equipment, provided that such action will not create a safety hazard. The Government will assume full liability for any damages or degradation in equipment performance attributable directly to such alteration or attachment. In addition, the maintenance credit provisions set forth elsewhere in this contract shall not apply when equipment failure is caused by an alteration or attachment not supplied by the Contractor.

(b) Removal of Alterations or Attachments. Before return of any leased equipment to the Contractor, the Government shall remove alterations or attachments which are not the property of the Contractor, and the equipment shall be restored to the prior configuration at Government expense.

(c) Configuration. Any reconfiguration of leased equipment agreed to by the Contractor, which is required to accommodate such alterations and/or attachments, shall be accomplished at the Government's expense.

## F027 RELOCATION OF LEASED EQUIPMENT (MAY 2003)

(a) Emergency Movement. Except for an emergency, leased equipment shall not be moved from the general location in which installed unless the Contractor has been notified that a move is to be made.

(b) Authorized Movement. Upon written notification to the Contractor, leased equipment may be transferred from one location to another under this contract.

(c) Notice of Movement of Leased Equipment. The Government will give at least thirty (30) days written notice of movement of equipment unless such movement is required because of an emergency. Packing for such relocation shall be in accordance with Part D, and shall be at the Government's expense.

NOTE: Under a relocation condition, the Government will bear movement expenses, including return to the original location or the vendor location, as negotiated on individual orders.

## F028 EQUIPMENT REPLACEMENT (MAY 2003)

When faulty equipment supplied under this contract necessitates replacement with other equipment supplied by the Contractor, a performance acceptance period for the replacement equipment shall be established, at the option of the Government. This period shall commence on the installation date of the replacement equipment.

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**OTHER CONTRACT CLAUSES IN FULL TEXT**

### G001 ACCOUNTING AND APPROPRIATION DATA (FEB 1997)

Accounting and appropriation data will be set forth on individual orders issued hereunder.

### G006 INVOICE AND PAYMENT - COST REIMBURSEMENT (FEB 1997)

Invoices (or public vouchers), supported by a statement of cost for performance under this contract, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) office. Under the provisions of DFARS 242.803(b), the DCAA auditor, is designated as the authorized representative of the Contracting Officer (CO) for examining vouchers received directly from the Contractor.

### G018 CONTRACT HOLIDAYS (FEB 2003)

(a) The prices/costs in the contract include holiday observances; accordingly, the Government will not be billed for such holidays, except when services are required by the Government and are actually performed on a holiday. Holidays in addition to those reflected in this contract, which are designated by the Government, will be billable provided the assigned Contractor employee was available for performance and was precluded from such performance.

(b) The following days are contract holidays:

New Years Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(c) In addition to the days designated as holidays, the Government observes the following days:

Any other day designated by Federal Statute
Any other day designated by Executive Order
Any other day designated by the President's Proclamation

### G020 CONTRACTING AND ADMINISTRATIVE AUTHORITY (MAY 2003)

(a) The Procuring Contracting Officer (PCO) is the only person authorized to approve changes or modify any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the PCO. In the event the Contractor effects any change at the direction of any person other than the PCO, the change will be considered "made without proper authority" and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof.

(b) For clarification purposes under this contract, the term PCO is defined as the PCO at AFPEO-EIS (ESC/HIJK). The term "Contracting Officer" or "CO" refers to warranted procurement officials, within authorized decentralized ordering agencies.

(c) The Contractor shall submit requests for modification of the basic contract to the PCO.

(d). Contractual problems, of any nature, that may arise during the life of this contract must be handled in conformance with very specific public laws and regulations (e.g., Federal Acquisition Regulation). Only the PCO is authorized to formally resolve problems related to the basic contract. Therefore, the user and the Contractor are hereby directed to bring all such contractual problems to the immediate attention of the PCO.

(e) Requests for information on matters related to this contract, such as explanation of terms and contract interpretation, shall be submitted to the PCO.

(f) In addition to the Air Force, other DoD and Federal Agencies will be authorized to issue orders under this contract. However, the PCO will be the final decision point for all basic ID/IQ contractual matters. The PCO shall have sole authority for the following actions:

(1) To add or remove decentralized ordering offices at any time by unilateral modification to the contract.

(2) To issue Contracting Officer's final decisions.

(3) To issue modifications to this ID/IQ contract.

This Clause was modified by: P00021, P00029.

## G021 ADMINISTRATIVE MATTERS (MAY 2003)

(a) The address and telephone number of the PCO is:

AFPEO-EIS (ESC/HIJK)
Attn: Mr. Andre R. Prude
490 East Moore Drive, Bldg 884, Suite 1300
MAFB-Gunter Annex, AL 36114
Phone: (334) 416-3192

(b) After completion of contract award, the ACO will be specified in Block 24 of SF 33.

(c) The Contractor shall provide a copy of any correspondence (relating to a contractual matter) received from any Government activity involved with this contract to the PCO and ACO.

(d) Decentralized ordering applies to all product and service requirements. Decentralized ordering agencies may issue delivery/task orders (DO/TO) under this contract. Each decentralized ordering agency Contracting Officer will make all determinations pertaining to individual DO/TOs issued by that agency.

This Clause was modified by: P00006, P00010, P00011, P00015, P00021, P00029.

## G022 GOVERNMENT PURCHASE CARD PROGRAM (AUG 2003)

(a) The Contractor shall accept firm-fixed price delivery orders under the contract made by use of an authorized Government Purchase Card. The Government Purchase Card may be used by Contracting Officers and other individuals designated in accordance with Federal Acquisition Regulation (FAR) 1.603-3. The card may be used only for purposes that are otherwise authorized by law or

regulation. The Government Purchase Card may be used to purchase and pay for purchases when authorized. The Contractor shall waive any and all surcharges associated with processing of the Government Purchase Card through U.S. Bank.

(b). The Government Purchase Card will be exclusively used for official Government purchases in accordance with the prices, terms, and conditions of this contract and simplified acquisition limitations as stated in FAR Part 13 in effect on the date the order is placed and the cardholder's delegation authority. With respect to ordering authority, any authorized user of this contract who is an appointed, recognized Government credit card holder is allowed to use the credit card as a means of purchasing items on this contract. For credit card holders only, this waives the requirement for submission of a delivery order. All appointed, recognized Government credit card holders are subject to and responsible for complying with all the rules, regulations, and limits that come with their credit card. Credit card limits for the Government Purchase Card are dictated by each of the using activities major command. These credit limits for the Government Purchase Card card are the responsibility of the credit card holder and the approving office. Whenever an order is placed using the Government Purchase Card, the Contractor shall identify the name and telephone number of the credit card holder on each packing list or shipping document. The Contractor shall provide a monthly summary of all Government Purchase Card purchases as a part of Section J, Exhibit A (the monthly Delivery Order Status Report (DOSR)). The Contractor shall collect all Government surcharges associated with Government Purchase Card purchases prices IAW Clause H104, Recovery of Usage Fee.

**NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**A. DEFENSE FAR SUPP CONTRACT CLAUSES IN FULL TEXT**

**252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011)**

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

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

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

"Significant deficiency" means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

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

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

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

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

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

(e) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of $50 million or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

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

(1) Contract award;

(2) The exercise of significant contract options; and

(3) The incorporation of major modifications.

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

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

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

(i) Significant deficiencies. (1) The Contracting Officer will provide an initial determination to the Contractor, in writing, of any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

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

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

(i) Remaining significant deficiencies;

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

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

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

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

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

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

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

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

This Clause was modified by: P00033.

**B. OTHER CONTRACT CLAUSES IN FULL TEXT**

**H001 OPTIONS (MAY 1997)**

In the event an option is exercised, the affected sections of the contract, e.g., Section B, Section F, Section G, etc., will be modified as appropriate.

**H004 TECHNICAL REVIEW AND GENERAL SYSTEMS ENGINEERING AND INTEGRATION (GSE&I) (MITRE) (DEC 2005)**

Technical Review

(a) The Government has contracted with The MITRE Corporation for the services of a technical group which, under the program management of the Electronic Systems Center, is responsible to the Government for overall technical review of certain Government programs, including the efforts under this contract.

(b) Explanation of MITRE Role

(1) Technical Review is defined as the process of continually reviewing the technical efforts of Contractors. It does not include any modification, realignment, or redirection of Contractor efforts under this contract; such action may be effected only by the prior written direction of the Procuring Contracting Officer.

(2) The purpose of the review is to:

(i) Evaluate from a technical standpoint whether system concept and performance can be expected to be achieved on schedule and within cost.

(ii) Assure that the impact of new data, new developments and modified requirements is properly assessed and exploited.

(iii) Assure that The MITRE Corporation has available data on the status and technology of Government programs and projects to enable it to carry out its inter-system integration responsibilities to the Government.

General Systems Engineering & Integration

(a) The Electronic Systems Center has been assigned the responsibility for providing the necessary management surveillance over this program. The Government has entered into a contract

with The MITRE Corporation to provide technical services and guidance to the Government program manager on matters pertaining to general systems engineering and integration.

(b) Explanation of MITRE Role

(1) General Systems engineering and integration is defined as that portion of systems engineering dealing with the overall integration of a system, design compromises among sub-systems, definition of inter and intra-systems interfaces, analysis of sub-systems and participation in system testing all to the extent required to assure that system concept and objectives will be met on schedule and within costs.

(2) To support the systems engineering and integration role, MITRE may be required to review the progress of the Contractor's technical efforts and exchange information on the various technical areas involved.

(c) The Contractor agrees to cooperate with The MITRE Corporation by permitting MITRE to have access to IR&D reviews conducted for the Government.

(1) The MITRE Corporation has agreed not to engage in the manufacture or the production of hardware or software, not to disclose proprietary information to unauthorized personnel, and not to compete with any profit seeking concern.

(2) The Contractor agrees to cooperate with The MITRE Corporation by engaging in technical discussions with MITRE personnel, and permitting MITRE personnel access to information and data relating to technical matters (including cost and schedule) concerning this contract to the same degree such access is accorded Government project personnel.

(3) It is expressly understood that the operation of this clause will not be the basis for an equitable adjustment. Modifications, realignment or redirection of the Contractor's technical efforts and/or contract requirements shall be effected only by the written direction of the Contracting Officer.

This Clause was modified by: P00013.

## H023 INDEFINITE QUANTITY (SEP 1997)

This is an Indefinite Quantity contract as contemplated by FAR 16.504. The total scope of the technical tasks for which orders may be issued is set forth in Section C, Performance Work Statement (DEC 2003).

## H029 IMPLEMENTATION OF DISCLOSURE OF INFORMATION (OCT 1997)

In order to comply with DFARS 252.204-7000, Disclosure of Information, the following copies of the information to be released are required at least 45 days prior to the scheduled release date:

(b) One copy to: NETCENTS Contracting Officer, Mr. Andre Prude, AFPEO-EIS (ESC/HIJK), 490 East Moore Drive, Bldg 884, Maxwell AFB-Gunter Annex AL 36114-3004.

(c) One copy to: Contract/Program Manager, Mr. Brain Merrick, AFPEO-EIS/HIJ, 490 East Moore Drive, Bldg 884, Maxwell AFB-Gunter Annex AL 36114-3004.

This Clause was modified by: P00006, P00010, P00015, P00021, P00029.

## H040 ASSOCIATE CONTRACTOR AGREEMENTS (FEB 2003)

(a) The Contractor shall enter into Associate Contractor Agreements (ACA) for any portion of the contract requiring joint participation in the accomplishment of the Government's requirement as specified

in individual orders. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the integration of the NETCENTS Program (insert name of the program or project) which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract. Associate Contractors are listed in (h) below.

(b) ACAs shall include the following general information:

(1) Identify the associate Contractors and their relationships.

(2) Identify the program involved and the relevant Government contracts of the associate Contractors.

(3) Describe the associate Contractor interfaces by general subject matter.

(4) Specify the categories of information to be exchanged or support to be provided.

(5) Include the expiration date (or event) of the ACA.

(6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.

(c) A copy of such agreement shall be provided to the Contracting Officer for review before execution of the document by the cooperating Contractors.

(d) Nothing in the foregoing shall affect compliance with the requirements of the clause at 5352.209-9002, Organizational Conflict of Interest.

(e) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate Contractor.

(f) Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.

(g) All costs associated with the agreements are included in the negotiated cost of this contract. Agreements may be amended as required by the Government during the performance of this contract.

(h) The following Contractors are associate Contractors with whom agreements are required:

CONTRACTOR ADDRESS PROGRAM/CONTRACT
To be specified in individual orders. (insert contractor name, address, and program or contract number)

**H047 TRAVEL (FEB 2003)**

(a) The Contractor may be required to travel within the contiguous United States and overseas. The Contractor may be required to travel by Government-provided transportation. Travel requirements will be reimbursed by separate voucher and must be approved in advance by the Contracting Officer. Travel requirements will be identified, proposed, and negotiated in individual task orders on a cost-reimbursement basis. Billable travel costs are air fare, ground transportation, and per diem costs, not labor hours. The Contractor shall be responsible for obtaining any passports or visas and making travel arrangements to and from any CONUS location.

(1) Per diem, air fare, and all other allowable travel costs shall be reimbursed in accordance with the Federal Acquisition Regulation. All travel within overseas areas shall be approved in advance by the Contracting Officer.

(2) The Government may provide travel to and from overseas work sites via Air Mobility Command (AMC) flights, if available. AMC travel fees may be Contractor-paid and invoiced to the Government. The Government will be responsible for obtaining travel clearances and issuance of any required special orders.

(b) Use of AMC transportation shall be approved in advance by the Contracting Officer or designee. Orders authorizing AMC travel will specify the Contractor's Customer Identification Code (CIC). If the Contractor does not have CIC number, the orders will state "special account handling: billing for AMC transportation will be forwarded to the NETCENTS Program Office." Use of AMC transportation is subject to availability.

(c) The travel CLIN is intended to pay for travel occurring at the direction of the Government, performed in conjunction with a specific trip authorized in a task order. Travel by clerical support personnel shall be approved in advance by the Contracting Officer.

## H055 INSURANCE CLAUSE IMPLEMENTATION (FEB 2003)

The Contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified by FAR 28.307-2, Liability, and contemplated by FAR 52.228-5, Insurance--Work on a Government Installation, and/or 52.228-7, Insurance--Liability to Third Persons. *Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*

## H063 CONTRACTOR IDENTIFICATION (FEB 2003)

(a) Contractor personnel and their subcontractors must identify themselves as Contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(b) Contractor-occupied facilities (on AFMC or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

## H087 GOVERNMENT- FURNISHED PROPERTY (GFP) (FEB 2003)

Pursuant to the Government Property clause herein, the Government shall furnish the item(s) of property as identified in each individual Delivery/Task Order as Government-Furnished Property (GFP) to the Contractor, f.o.b. Destination, for use in performance of this contract. Upon completion of the contract, the Contractor shall obtain disposition instructions from the Government Property Administrator of the activity having responsibility for administration of the contract.

## H089 TECHNOLOGY INSERTION (IT RESOURCES) (JUL 2003)

(a) As changes in technology occur, the Contractor shall propose substitution of new products/items for inclusion in this contract. These items include hardware, software, and services developed by, marketed by, or otherwise available from the Contractor. The proposed items should provide at least equivalent performance with economic benefits or enhanced performance. At least every _____, the Contractor shall either submit such a proposal or inform the Contracting Officer that no new items meet the above criteria.

(b) The Contractor shall provide price and performance data to support an improvement in performance and/or price. If necessary for evaluation by the Government, the Contractor shall provide a demonstration of the proposed items. Should the Government decide that the proposed item(s) should be included in the contract, an equitable price adjustment will be negotiated and the proposed item(s) shall be added to the contract by bilateral modification under the authority of this clause.

This Clause was modified by: P00021, P00029.

## H090 ADVANCE CHANGE ADJUSTMENT AGREEMENTS (JUL 2003)

(a) Purpose. This clause establishes a procedure by which the parties agree to change this contract per the Changes clause of this contract without an equitable adjustment to the contract price. The parties agree that each change not exceeding $2500.00, which also does not affect the contract delivery or performance schedules or any other contract clause, term or condition shall be a change having no effect on the contract price. For cost contracts, there will be no fee adjustment for each change not exceeding $2500.00 which does not affect contract delivery or performance, or any contract provision.

(b) Procedure. When it is proposed to make a change under the Changes clause and both parties agree that such a change shall require no equitable adjustment as contemplated by paragraph (a) of this clause, the Contractor shall submit a written proposal or offer to accomplish the proposed change without an equitable adjustment. If the Contracting Officer determines no adjustment is necessary, the Contractor's proposal may be accepted by issuing a unilateral modification using an SF Form 30, Amendment of Solicitation/Modification of Contract. The modification shall (1) be issued under the Changes clause; (2) cite this clause; (3) reference the Contractor's proposal or offer; and (4) direct the changes to be made. The issuance of the modification shall constitute acceptance of the Contractor's proposal or offer, shall be binding on both parties, and shall be a full, complete and final settlement for the directed changes.

## H095 RESPONSE TIME AND REPAIR TIME PENALTIES (MAY 2003)

Response and Repair Time Credits. Credits will be applicable for maintenance of equipment in and out of warranty.

Response Time Credits. If the Contractor maintenance personnel fail to commence repair at the designated point within the required response time as specified in PWS, the Contractor shall grant a credit to the Government for the excess response time. The amount of credit for each hour in excess of the required response shall equal the applicable per-call maintenance hourly rate. For example, with standard per-call maintenance for non-cable plant, non-switching systems the time to respond is 8 hours, if the Contractor arrives on site on the 12th hour after notification, the Government will receive maintenance credit for four (4 ) hours.

Repair Time Credits. Per-call maintenance shall be performed upon notification that a component is inoperative. Notification starts when a bonafide attempt is made by the Government to notify the Contractor of the required maintenance. The component shall be repaired or replaced and returned to the Government in proper operating condition within the time(s) specified in PWS. Failure to comply with this requirement may result in a repair time credit. If the Contractor continues repair after the maximum hours allotted for repair, there shall be no charges for hours beyond this time. In addition, if the hours beyond the maximum allowed exceeds eight (8) hours, the contractor shall be charged 8 hours of repair time credits. For example, with standard per-call maintenance for non-cable plant, non-switching systems the time to repair is 48 hours, if the Contractor completes the repair in the 58th hour after notification, there will be no charge for billable hours after the 48th hour and the Government will receive repair time credit for eight (8) hours. If the Response Time or Repair Time exceeds that specified in the PWS due to the fault of the Government or for reasons of Force Majeure, then the Government will not be entitled to receive the maintenance credits or repair time credits as set forth above.

## H098 MODIFICATION OF DATA REQUIREMENTS (MAY 2003)

1. From time-to-time during the performance of this contract, the Contracting Officer unilaterally may change the place of delivery and the technical office for any data item hereto, at no change in contract price.

2. From time-to-time during the performance of this contract, the Contracting Officer unilaterally may increase or decrease the number of addresses and/or copies (regular or reproducible) specified for any CDRL hereto, at no change in price provided that the increase of addresses and/or copies for an individual CDRL shall not be greater than one hundred-ten percent (110%). In the event of an increase greater than 110%, the parties may negotiate an equitable adjustment in accordance with the procedures of the "Changes" clause.

3. Changes pursuant to paragraph 1 and 2 above shall be by the issuance of a unilateral modification to this contract.

**H099 CANCELLATION OF OCONUS MAINTENANCE, SUPPORT SERVICES AND LEASES (MAY 2003)**

In the event of a contingency (e.g., war, international crisis, foreign emergency), the Government reserves the right to cancel immediately any maintenance, technical support services and leases at OCONUS locations. Charges will be negotiated at the task order level.

**H100 SOFTWARE (MAY 2003)**

1. The Contractor shall furnish any software (SW) ordered under this contract with a perpetual license. That perpetual license will vest to the Government upon full payment of the item purchase price. Any perpetual license acquired will be for the software releases installed at Government sites or Government-designated sites at the time of contract completion.

2. At any time during the performance of this contract the Government may require the Contractor to remedy any failure of the software (SW functional or security errors, not performing to the level originally advertised) to comply with the requirements of this contract, by correction or replacement of the defective software. The resulting corrected or replaced software shall be provided and distributed by the Contractor at no additional cost to the Government.

3. The Contractor agrees to make available any updates to the software provided under this contract. If such updates are available to other customers without charge, then they shall also be made available to the Government without additional charge. The Contractor will ship these updates to existing customers who have acquired the software being updated under this contract. For subsequent orders of this software, the Contractor shall provide the updated software at the existing contract price to all Government users.

3.1 The following is applicable to all software provided under this contract:

3.1.1 The Contractor shall support the software for the life of the contract.

3.1.2 The provision of all error-correcting modifications that the OEM may develop.

3.1.3 Technical telephone support assistance as required in Section C of the PWS.

3.1.4 The Contractor agrees to make available to the Government all upgrades (to include new revisions, releases, or versions, etc., that correct errors and/or add enhanced capabilities and/or features) to the software currently provided under this contract no later than thirty (30) days after they become available from the OEM.

3.1.5 No software upgrades will be shipped without prior approval of the Contracting Officer, as the Government does not have to accept the offered upgrade(s).

## H101 CONTRACTOR FURNISHED SOFTWARE UPDATES (MAY 2003)

1. Software Components. At any time during the contract period of performance, the Government may require the Contractor to remedy any failure of the software to comply with the requirements of this contract. Support shall consist of correction of errors, provision of modifications, improvements, and other products the original manufacturer makes available to the Government without charge. The Government shall also be provided full documentation of changes and/or modifications to the software provided to meet the Government's requirements.

2. Corrective action shall be taken by the Contractor within 30 days following notification by the Contracting Officer of any failure of software items to achieve the Contractual requirements. Corrective action includes submitting a Proposal detailing the development and implementation of changes/corrections into a form suitable for Government testing and implementation, and shall apply to all affected software purchased under this contract. In making the corrective actions, the Contractor shall not adversely affect the operation or performance of any other system components.

3. The Contractor shall include in the Proposal, at no cost to the Government, three copies of the proposed updated software and all associated documentation including the updates, to the Contracting Officer for evaluation. Additional copies or duplication rights may be requested by the PCO.

4. Implementation of any corrective action by the Contractor is subject to the Contracting Officer's prior written approval. The Contracting Officer may give conditional approval of proposed design changes upon passage of such laboratory or field testing as may be reasonable under the circumstances.

5. Upon Government acceptance of the proposed software update Technology Improvement Process (TIP), the vendor shall notify all Contract affected users which purchased the software being updated, that a software update is available at no additional cost to the customer. Upon request by authorized customers (users which purchased the failed software from this contract), the Contractor shall distribute the corrected software at no additional cost to the Government.

6. Software updates shall be incorporated into the vendor's commercial product line available to the general public. For this contract, "incorporation into the vendor's commercial product line" means the product meets the COTS definition in this contract.

## H102 CONTRACTOR/OEM SPONSORED MODIFICATIONS (MAY 2003)

1. The Government shall have the option to have all Contractor/OEM sponsored Engineering Change Authorizations (ECA's), which are available at the time of installation or are later offered, incorporated into the equipment acquired by this contract.

2. The Contractor shall notify the Government of all such changes prior to commencing any modifications. All Contractor/OEM sponsored modifications, except changes required to correct safety hazards, which may impact on system performance or the performance of any attached devices not supplied under this contract, shall be subject to approval by the Government prior to commencing the modifications. In the event a modification is made to correct a safety hazard and such a modification results in degraded system performance, the Contractor shall provide any additional equipment or software necessary to bring the system up to its former performance level at no cost to the Government or otherwise compensate the Government for loss of system performance capability. The Government shall choose which alternative to require.

3. The Government shall provide time for Contractor sponsored modifications after being notified by the Contractor that the modification is ready to be made.

4. All modifications which are approved by the Government shall be accomplished at the site unless otherwise authorized by the contracting officer.

## H104 RECOVERY OF USAGE FEE (AUG 2003)

(a) The Contractor is required to furnish all specified supplies and system solutions in conformance with the terms and conditions of this contract. Specifications for all supplies and system solutions are stated in each individual task order.

(b) The Government Program Management Office (PMO) is no longer funded through user fees from delivery/task orders placed in contracts under its managment cognizance.

(c) Effective 1 January 2011, the usage fee must not be included in any newly awarded delivery/task orders. The Contractor shall discontinue the application of the usage fee against all products and services awarded under contract FA8771-04-D-0009.

(d) The Contractor shall collect and manage the usage fee on all existing delivery/task orders until those orders have been completed and final payments have been received.

(e) The Contractor is encouraged to remove the usage fee from unexercised options of existing delivery/task orders through a bilateral modification with the individual ordering offices.

(f) Unless otherwise directed by the Government PMO, the Contractor shall continue to collect and manage the acquisition and contracting fees for existing delivery/task orders and shall provide such fees and a monthly accounting report to AFPEO EIS/HIJ (Section J, Exhibit A). The Contractor shall also collect the Usage Fee from each Delivery/Task Order when paid and mail a check by the 10th of the month following final invoice payment. The revenue fee (AFPEO EIS/HIJ fee) shall be sent to DFAS Denver at the following address, DFAS Denver, Attention: Remittances (Mr Daniel Medina), 60 East Irvington Place, Denver, Colorado 80279 by traceable means using a formal letter of transmittal on your company's letterhead stationary. A copy of the sample letter format to be used can be found at Attachment 6 of the IDIQ. The transmittal letter shall contain all of the information contained in the sample letter since the line of accounting is unique for each NETCENTS contract.

(g) A copy of the usage fee check and transmittal letter, shall be provided to AFPEO EIS/HIJ at the address listed below. In addition to this information, the contractor shall provide the Customer Usage Fee Check Report (CCR) to AFPEO EIS/HIJ. A copy of the CCR can be found at Exhibit D of the IDIQ. AFPEO EIS/HIJ complete address is as follows:

AFPEO EIS/HIJ
Bldg 892
490 East Moore Avenue
MAFB-Gunter AFB, AL 36114-3014

Checks shall be marked "NETCENTS Contract Usage Fee IDIQ FA8771-04-D-0009."

Mail, fax or email is an acceptable means for forwarding copies to AFPEO EIS/HIJ. The fax number is: (334) 416-1351. The email address is: kabfinance@gunter.af.mil.

<end of clause>

This Clause was modified by: P00001, P00002, P00007, P00011, P00027.

## H105 SECURITY (JAN 2004)

1. See Section J, Attachment 7 - SECURITY REQUIREMENTS FOR CONTRACTORS REQUIRING ACCESS TO CLASSIFIED INFORMATION and Attachment 8 - SECURITY REQUIREMENTS FOR UNCLASSIFIED SERVICES

2. For acquisitions that require services to be delivered to or performed on a DoD installation, DoD occupied space, ship, or aircraft, ensure that the requirements of DoD Instruction 2000.16, DoD Anti-terrorism Standards, are addressed and employed at the Task Order level, when necessary or required. Acquisition planning must consider antiterrorism (AT) measures when the effort to be contracted could affect the security of operating forces (particularly in-transit forces), information systems and communications systems, etc. Consider the need for contractor personnel screening requirements to be met prior to commencing work under the Task Order contract, directed by the Task Order when required.

This Clause was modified by: P00009.

## H107 SELECTION OF CONTRACTORS FOR ORDER AWARDS (DEC 2003)

The procedures for selecting Contractors for order awards under this contract are governed by FAR 16.505, subject to the requirements of FAR Subpart 19.5. Ordering activities may reserve the right to solicit individual delivery orders on a small business set aside.

(a) The Contracting Officer will provide each contract holder fair opportunity to be considered for each order exceeding $3,000 issued under this contract, except as provided in FAR 16.505(b)(2).

(b) Each solicitation will explain the selection criteria that the proposals will be graded against, and the order of importance of the criteria. Price will be a selection criteria for all orders. Other criteria on which a selection may be based include, but are not limited to:

(1) Past Performance
(2) Minimum Order Requirements
(3) Management Approach
(4) Technical Approach
(5) Qualifications of Key Personnel

(c) Other considerations include:

(1) The Contracting Officer is not required to synopsize orders under this contract.

(2) No protest under FAR 33.1 is authorized in connection with the issuance or proposed issuance of an order under a Task Order contract except for a protest on the grounds that the order increases the scope, period or maximum value of the contract.

(3) The Contracting Officer is not required to request written proposals, conduct discussions, nor otherwise contact each contract holder before selecting an order awardee if the Contracting Officer has information available to ensure that each awardee is provided a fair opportunity to be considered for each order.

(4) Performance based work statements shall be used on all service task orders.

(5) The Contracting Officer for each order is responsible for closing out the contract action that they issue. Notification that a closeout of an order is complete must be provided to the Procuring Contracting Officer (the Basic Contract) once accomplished. The Contractor shall work in partnership with the Government to closeout orders as soon as possible after they are physically complete by using the "Quick Closeout" procedures described in FAR 42.708 as much as practical.

This Clause was modified by: P00013, P00014, P00031, P00032.

## H108 MOST FAVORED CUSTOMER PRICING (DEC 2003)

The Contractor shall afford the Government most favored customer status. If the Contractor provides any product or system solution to any other customer at a more favorable price than the price for products or system solutions provided by the Contractor under this contract, then the Contractor shall offer that product or system solution to the Government at the same or lower price offered to that customer.

## H110 THE ROLE OF THE INFORMATION TECHNOLOGY COMMODITY COUNCIL (ITCC) (DEC 2003)

(a) In an effort to leverage its overall buying power, the Air Force has formed the ITCC to develop service wide strategies for buying and managing commercial information technology products and services. The ITCC is comprised of representatives from the Air Staff, all Air Force MAJCOMs, and several functional communities. The NETCENTS Contractors shall support and facilitate implementation of the ITCC's strategies as they are developed. Key tenets of the strategies will be to leverage purchase volume, standardize hardware and software, reduce cost, and improve Air Force life-cycle management practices. Once the strategies are approved and contracts and business rules are in place, Air Force users will fulfill their IT requirements by ordering products through Air Force Way, the Air Force's online system for purchasing and tracking IT products. AFWay may evolve to include services. The Contractor shall support and facilitate electronic purchasing via AFWay, or follow-on systems as required by ITCC strategies.

(b) Throughout the ordering period of this contract, the ITCC will continue to develop acquisition, buying, and life-cycle management strategies that will include products and services available through the NETCENTS contract and other contracts available to the Air Force. The NETCENTS Contractors will form a partnership with the Air Force to provide assistance to the ITCC on an as required basis at no additional cost to the Air Force. Examples of the types of activities that may be required include: (1) participating in quarterly meetings to refine Air Force buying standards; (2) making recommendations to more effectively leverage Air Force spend to reduce ownership and operations costs; and (3) collaborating with other NETCENTS contractors. Collaboration may include working as part of a contractor team to select a small number of common suppliers that will be used by all NETCENTS contractors for specific requirements (e.g., routers, PDAs, etc.) to leverage the collective spend of all contractors and get a leveraged NETCENTS price that will be available to all NETCENTS contractors. Further examples of ITCC assistance would be: (1) establishing one or two NETCENTS contractors to supply products to the other NETCENTS Contractors; (2) providing technical and market information needed to perform spending analyses; (3) participating in periodic cooperative "bulk buys" for large quantities of product and service requirements that are aggregated from across the Air Force; (4) ensuring that ITCC strategies developed for commodity purchases made through this contract are supported; and (5) defining default IOS configurations. This list is not intended to be all inclusive.

(c) The Contractor understands that supporting the ITCC and its commodity strategies may include (but not be limited to) Air Force enterprise purchases. The requirements and evaluation criteria for all ITCC organized cooperative "enterprise" orders will be provided at the time the requirement is identified by the ITCC. When purchasing items covered by an ITCC strategy, the Contractor shall first be required to review and use (if available) the ITCC's preferred source of supply and/or buying standard. NETCENTS contract holders selected as the source of supply by the ITCC shall allow all other NETCENTS contract holders to purchase those items in support of orders placed on the NETCENTS contract off of their catalog.

(d) Support to the ITCC and compliance with ITCC strategies and standards will be considered when preparing CPARS .

(e) The NETCENTS Contractors shall provide the ITCC access to detailed spending data for all Air Force task/delivery orders placed through the NETCENTS contract. This spend data will include itemized detail that identifies, at a minimum, purchaser, item purchased, and price paid. The spend data will be in sufficient detail to answer the following types of questions: (1) Who is buying? (2) What they are buying (3) When they are buying? (4) Where they are buying from (OEM & supplier)?

## H111 CONTRACTOR USE OF NETCENTS CONTRACT (AUG 2005)

When authorized pursuant to FAR 51.101(a), weapons systems integrator contractors, "A-76 Contractors" or any contractor (performing on an awarded government contract or task order) providing operational communications squadron services or communications engineering services are authorized to

place orders on the NETCENTS contract for the purpose of purchasing system components that interface with or are to be integrated into the AF Enterprise network-centric architecture; these contractors shall be authorized to only purchase through the NETCENTS contracts on behalf of the government customer any products and services that meet the NETCENTS scope criteria. Prior to the placement of these orders, the Contracting officer responsible for these contractors, performing on behalf of the government, must provide to the NETCENTS contracting officer a Letter of Certification identifying contractor indicative data - (Contract Number assigned, company name, location) and a list of contractor names, postal and e-mail addresses who will require access to the NETCENTS Ordering Portal. The NETCENTS Ordering Guide will provide detailed instructions on how these contractors will use the portal to place these orders and documentation that the decentralized contracting agency shall provide to the NETCENTS contracting officer.

This Clause was modified by: P00005.

## H112 ORDERS INVOLVING PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA (AUG 2005)

1) IAW DFARS Part 225.802-70, when an order is issued that involves contractor performance outside of the United States and Canada, the procedures at PGI 225 (as outlined below) shall be followed:
PGI 225.7203 Contracting officer distribution of reports.
Before contract award, forward a copy of any reports that are submitted with offers in accordance with the provision at 252.225-7003 (we need to add this clause also), Report of Intended Performance Outside the United States and Canada-Submission with Offer, to the Deputy Director of Defense Procurement and Acquisition Policy (Program Acquisition and International Contracting), OUSD(AT&L)DPAP(PAIC), Washington, DC 20301-3060. This is necessary to satisfy the requirement of 10 U.S.C. 2410g that notifications (or copies) of contract performance outside the United States and Canada be maintained in compiled form for 5 years after the date of submission.
PGI 225.802-70 Contracts for performance outside the United States and Canada.
When a contracting office anticipates placement of a contract for performance outside the United States and Canada, and the contracting office is not under the jurisdiction of a command for the country involved, the contracting office shall maintain liaison with the cognizant contract administration office (CAO) during preaward negotiations and postaward administration. The cognizant CAO can be found at <http://pubapp.dcma.mil/main.jsp> . The CAO will provide pertinent information for contract negotiations, effect appropriate coordination, and obtain required approvals for the performance of the contract.
2) Additional guidance found at DFARS PGI 225.74, Defense Contractors Outside the United States, shall be followed.

This Clause was modified by: P00005.

## H113 CONTINUATION OF ESSENTIAL DOD CONTRACTOR SERVICES DURING CRISES (OCT 2006)

Reference Department of Defense Instruction (DODI) 3020.37, subject "Continuation of Essential DoD Contractor Services During Crises"; as directed by DFARS 207.105(b)(19)(E), subject "Special Considerations for Acquisition Planning for Crisis Situations Outside the United States" and DFARS PGI 207.105(b)(19)(E), subject "Special Considerations for Acquisition Planning for Crisis Situations Outside the United States. Contractors providing services designated as essential by a DoD Component are expected to use all means at their disposal to continue to provide such services, in accordance with the terms and conditions of the Task Order during periods of crisis, until appropriately released or evacuated by military authority.`

DoD Components working with contractors performing essential services should develop and implement plans and procedures which are intended to provide reasonable assurance of the continuation of essential services during crisis situations using contractor employees or other resources, as necessary. Determine prior to Task Order award, or prior to modification to extend the performance, whether an interruption of service would result in an unacceptable risk. If an unacceptable risk would result, develop

a contingency plan to ensure continued service and employ as a part of the Task Order. Include provisions in operations or contingency plans to assume or supplement contractor-supplied essential services during crisis situations at the earliest opportunity, when members of the U.S. Armed Forces, DoD civilians (DoD Directive 1404.10, reference (d)) or host nation resources can be identified to perform the essential DoD-contracted services. The contractor providing the service should be made aware of such replacement and transitioning plans. If contract services will become inherently Governmental during a time of crisis, ensure that the Task Order states that work will be removed from the contract (temporarily or permanently) upon the occurrence of a triggering event (specified in the Task Order) or upon notice from the contracting officer that informs the contractor when its responsibility to perform affected duties will stop or restart. The Task Order should require the contractor to have a plan for restarting performance after the crisis ends. If the DoD combatant commander's contingency plan requires military members to replace contractor employees during a crisis or contingency, acquisition planning must consider whether the Task Order should require the contractor to train military members to do that work. The Government reserves the right to receive orientation and training by the contractor on the continued operation of critical war fighting and war support systems. Charges should be negotiated at the Task Order level.

This Clause was modified by: P00009.

## H114 INFORMATION ASSURANCE TRAINING, CERTIFICATION, AND WORKFORCE MANAGEMENT (AUG 2004) (AUG 2004)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with Department of Defense Instruction (DODI) 8570.1, "Information Assurance Training, Certification and Workforce Management" and DoD 8570.01-M, Information
Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(d) For Task /Delivery Orders that include information assurance functional services for DoD information systems, or that require any appropriately cleared contractor personnel to access a DoD information system to perform contract duties, the requiring activity is responsible for providing to the contracting officer--

(1) A list of information assurance functional responsibilities for DoD information systems by category (e.g., technical or management) and level (e.g., computing environment, network environment, or enclave); and

(2) The information assurance training, certification, certification maintenance, and continuing education or sustainment training required for the information assurance functional responsibilities.

(e) After contract award, the requiring activity is responsible for ensuring that the certifications and certification status of all contractor personnel performing information assurance functions as described in DoD 8570.01-M, Information Assurance Workforce Improvement Program, are in compliance with the manual and are identified, documented, and tracked in accordance with PGI 239.7102-3.

(f) The responsibilities specified in paragraphs (d) and (e) of this section apply to all DoD information assurance duties supported by a contractor, whether performed full-time or part-time as additional or embedded duties, and when using a DoD contract, or a contract or agreement administered by another agency (e.g., under an interagency agreement).

This Clause was modified by: P00011.

## H115 BRAND NAME OR EQUAL (AUG 1999)

a) If an item in this solicitation is identified as "brand name or equal," the purchase description reflects the characteristics and level of quality that will satisfy the Government's needs. The salient physical, functional, or performance characteristics that "equal" products must meet are specified in the solicitation.
(b) To be considered for award, offers of "equal" products, including "equal" products of the brand name manufacturer, must-
Meet the salient physical, functional, or performance characteristic specified in this solicitation;
Clearly identify the item by-
(i) Brand name, if any; and
(ii) Make or model number;
Include descriptive literature such as illustrations, drawings, or a clear reference to previously furnished descriptive data or information available to the Contracting Officer; and
Clearly describe any modification the offeror plans to make in a product to make it conform to the solicitation requirements. Mark any descriptive material to clearly show the modification.
(c) The Contracting Officer will evaluate "equal" products on the basis of information furnished by the offeror or identified in the offer and reasonably available to the Contracting Officer. The Contracting Officer is not responsible for locating or obtaining any information not identified in the offer.
(d) Unless the offeror clearly indicates in its offer that the product being offered is an "equal" product, the offeror shall provide the brand name product referenced in the solicitation.

This Clause was modified by: P00013.

**Contract Clauses in this section are from the FAR, Defense FAR Sup, Air Force FAR Sup, and the Air Force Materiel Command FAR Sup, and are current through the following updates:**

**Database_Version: 6.14.x.000; Issued: 9/18/2012; FAR: FAC 2005-60; DFAR: DPN20120906; DL.: DL 98-021; Class Deviations: CD 2012-O0009; AFFAR: 2002 Edition; AFAC: AFAC 2012-0330; IPN: 98-009**

**I. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated by reference:

## A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.202-01 DEFINITIONS (JUL 2004)
This Clause was modified by: P00013.

52.203-03 GRATUITIES (APR 1984)
52.203-05 COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
This Clause was modified by: P00013.

52.203-07 ANTI-KICKBACK PROCEDURES (JUL 1995)
52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
This Clause was modified by: P00017.

52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (MAR 2009)
This Clause was modified by: P00020.

52.204-02 SECURITY REQUIREMENTS (AUG 1996)
52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
52.204-07 CENTRAL CONTRACTOR REGISTRATION (APR 2008)
This Clause was modified by: P00017.

52.204-09 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)
This Clause was modified by: P00017.

52.204-11 AMERICAN RECOVERY AND REINVESTMENT ACT--REPORTING REQUIREMENTS (MAR 2009)
This Clause was modified by: P00020.

52.207-05 OPTION TO PURCHASE EQUIPMENT (FEB 1995)
52.209-03 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989)
Para (a), Number of units '"To be cited in individual orders"'
Para (a), Lot/item number '"To be cited in individual orders"'
Para (a), Number of calendar days '"To be cited in individual orders"'
Para (b), Number of calendar days '"To be cited in individual orders"'
Para (b), Government activity address '"To be cited in individual orders"'
Para (b), Contract number '"To be cited in individual orders"'
Para (b), Lot/Item number '"To be cited in individual orders"'
Para (b), Number of calendar days '"To be cited in individual orders"'

This Clause was modified by: P00004.

52.209-03 FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) - ALTERNATE I (JAN 1997)
Para (a), Number of units '"To be cited in individual orders"'
Para (a), Lot/item number '"To be cited in individual orders"'
Para (a), Number of calendar days '"To be cited in individual orders"'
Para (b), Number of calendar days '"To be cited in individual orders"'
Para (b), Government activity address '"To be cited in individual orders"'
Para (b), Contract number '"To be cited in individual orders"'
Para (b), Lot/Item number '"To be cited in individual orders"'
Para (b), Number of calendar days '"To be cited in individual orders"'
This Clause was modified by: P00004.

52.209-04 FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING (SEP 1989)
Para (a), Number of units is '"To be cited in individual orders"'
Para (a), Lot/item number is '"To be cited in individual orders"'
Para (a), Number of calendar days is '"To be cited in individual orders"'
Para (a), Name and address of testing facility is '"To be cited in individual orders"'
Para (b), Number of calendar days is '"To be cited in individual orders"'
This Clause was modified by: P00004.

52.209-04 FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING (SEP 1989) - ALTERNATE I (JAN 1997)
Para (a). Insert number of units to be delivered. '"To be cited in individual orders"'
Para (a), Insert lot/item number. '"To be cited in individual orders"'
Para (a), Insert number of days. '"To be cited in individual orders"'
Para (a), Insert name and address of the testing facility. '"To be cited in individual orders"'
Para (b), Insert number of days. '"To be cited in individual orders"'
This Clause was modified by: P00004.

52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
This Clause was modified by: P00013.

52.211-05 MATERIAL REQUIREMENTS (AUG 2000)
52.213-01 FAST PAYMENT PROCEDURE (MAY 2006)
This Clause was modified by: P00013.

52.215-02 AUDIT AND RECORDS -- NEGOTIATION (JUN 1999)
52.215-02 AUDIT AND RECORDS -- NEGOTIATION (MAR 2009)
This Clause was modified by: P00020.

52.215-08 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)
52.215-14 INTEGRITY OF UNIT PRICES (OCT 1997)
52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2004)
This Clause was modified by: P00013.

52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)
This Clause was modified by: P00013.

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE II (OCT 1997)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) - ALTERNATE IV (OCT 1997)
Alt IV, (b), Description of the information and the format that are required: 'to be identified in each individual Task Order.'

52.216-07 ALLOWABLE COST AND PAYMENT (DEC 2002)
*Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*

52.216-08 FIXED FEE (MAR 1997)

52.216-09 FIXED FEE -- CONSTRUCTION (MAR 1997)
*Applies to Cost-Plus-Fixed-Fee CLIN(s) only.*

52.216-10 INCENTIVE FEE (MAR 1997)
Para (e)(1), The fee payable under this contract shall be the target fee increased by the cents stated for every dollar that the total allowable cost is less than the target cost: 'to be specified in each individual Delivery/Task Order.'
Para (e)(1), The fee payable under this contract shall be the target fee decreased by the cents stated for every dollar that the total allowable cost exceeds the target cost: 'to be specified in each individual Delivery/Task Order.'
Para (e)(1), Percent is 'the amount specified in each individual Delivery/Task Order.'
Para (e)(1) Percentage is 'the amount specified in each individual Delivery/Task Order.'
*Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s) only.*

52.216-11 COST CONTRACT -- NO FEE (APR 1984)
This Clause was modified by: P00013.

52.216-16 INCENTIVE PRICE REVISION -- FIRM TARGET (OCT 1997)
Para (a), Line Item numbers: 'to be cited in individual orders.'
Para (a), In no event shall the total final price of these items exceed the ceiling price of: 'to be cited in individual orders.'
Para (c)(1), Number of days: 'to be cited in individual orders.'
Para (d)(2)(ii), Percent: 'to be cited in individual orders.'
Para (d)(2)(iii), Percent: 'to be cited in individual orders.'
*Applies to Fixed-Price Incentive (Firm Target) CLIN(s) only.*

52.216-17 INCENTIVE PRICE REVISION -- SUCCESSIVE TARGETS (OCT 1997)
Para (a) Line Item numbers 'to be identified in each individual Delivery/Task Order'
Para (a) Ceiling Price 'the amount specified in each individual Delivery/Task Order.'
Para (a) Initial Target Profit 'the amount specified in each individual Delivery/Task Order'
Para (c)(1) Number of Days 'to be identified in each individual Delivery/Task Order'
Para (c)(1) Degree of completion 'to be identified in each individual Delivery/Task Order'
Para (d)(2) Initial target increased/decreased by 'the amount specified in each individual Delivery/Task Order'
Para (d)(2) In no event shall total firm target be less than 'the amount specified in each individual Delivery/Task Order'
Para (d)(2) In no event shall total firm target be more than 'the amount specified in each individual Delivery/Task Order'
Para (d)(4)(ii) Percent 'the amount specified in each individual Delivery/Task Order'
Para (d)(4)(iii) Percent 'the amount specified in each individual Delivery/Task Order'
Para (e) Number of days 'the amount specified in each individual Delivery/Task Order'
This Clause was modified by: P00011.

52.216-18 ORDERING (OCT 1995)

Para (a), Issued from date is 'Contract Award'
Para (a), Issued through date is '30 September 2013.'

52.216-22 INDEFINITE QUANTITY (OCT 1995)
Para (d), Date is '9 September 2015.'

52.217-07 OPTION FOR INCREASED QUANTITY -- SEPARATELY PRICED LINE ITEM (MAR 1989)
Period of time is '"To be cited in individual orders"'
This Clause was modified by: P00004.

52.217-08 OPTION TO EXTEND SERVICES (NOV 1999)
Period of time. 'ten (10) days immediately preceeding base period, option period, or award term period'
This Clause was modified by: P00028.

52.219-07 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (JUN 2003)

52.219-08 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
This Clause was modified by: P00013.

52.219-14 LIMITATIONS ON SUBCONTRACTING (MAY 1999)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)
This Clause was modified by: P00017.

52.222-01 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

52.222-02 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
Para (a), Dollar amount is 'to be cited in individual orders'
*Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*

52.222-04 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (JUL 2005)
This Clause was modified by: P00013.

52.222-06 DAVIS-BACON ACT (JUL 2005)
This Clause was modified by: P00013.

52.222-07 WITHHOLDING OF FUNDS (FEB 1988)

52.222-08 PAYROLLS AND BASIC RECORDS (FEB 1988)

52.222-09 APPRENTICES AND TRAINEES (JUL 2005)
This Clause was modified by: P00013.

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

52.222-11 SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)
This Clause was modified by: P00013.

52.222-12 CONTRACT TERMINATION -- DEBARMENT (FEB 1988)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2008)
This Clause was modified by: P00017.

52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

52.222-26 EQUAL OPPORTUNITY (MAR 2007)
This Clause was modified by: P00013.

52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)

52.222-30 DAVIS-BACON ACT--PRICE ADJUSTMENT (NONE OR SEPARATELY SPECIFIED METHOD) (DEC 2001)
52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
This Clause was modified by: P00013.

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
This Clause was modified by: P00013.

52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)
This Clause was modified by: P00017.

52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT -- PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (NOV 2006)
This Clause was modified by: P00013.

52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT-- PRICE ADJUSTMENT (FEB 2002)
This Clause was modified by: P00004.

52.222-49 SERVICE CONTRACT ACT -- PLACE OF PERFORMANCE UNKNOWN (MAY 1989)
Para (a), Places or areas are '"To be cited in individual orders"'
Para (a), Time and date are '"To be cited in individual orders"'
This Clause was modified by: P00013.

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)
This Clause was modified by: P00020.

52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009) - ALTERNATE I (AUG 2007)
Para (c)(1)(i)(B), Alt I, Document Title, obtained from, performed in,/at . '"To be cited in individual orders"'
This Clause was modified by: P00033.

52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)
52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) - ALTERNATE I (AUG 2003)
52.223-06 DRUG-FREE WORKPLACE (MAY 2001)
52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)
52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
52.224-01 PRIVACY ACT NOTIFICATION (APR 1984)
52.224-02 PRIVACY ACT (APR 1984)
52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
This Clause was modified by: P00017.

52.227-01 AUTHORIZATION AND CONSENT (DEC 2007)
This Clause was modified by: P00017.

52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
This Clause was modified by: P00017.

52.227-03 PATENT INDEMNITY (APR 1984)
This Clause was modified by: P00017.

52.227-03 PATENT INDEMNITY (APR 1984) - ALTERNATE II (APR 1984)
Alt II Para (c), Items to be included are 'to be cited in individual orders'
This Clause was modified by: P00017.

52.227-03 PATENT INDEMNITY (APR 1984) - ALTERNATE III (JUL 1995)
This Clause was modified by: P00017.

52.227-04 PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (DEC 2007)
This Clause was modified by: P00017.

52.227-11 PATENT RIGHTS-- OWNERSHIP BY THE CONTRACTOR (DEC 2007)
Para (j), Communications: 'PCO'
This Clause was modified by: P00017.

52.228-03 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)
52.228-04 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
This Clause was modified by: P00005.

52.228-05 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
*Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.*
52.228-07 INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)
52.228-11 PLEDGES OF ASSETS (FEB 1992)
This Clause was modified by: P00004.

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
This Clause was modified by: P00004.

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)
This Clause was modified by: P00004.

52.229-01 STATE AND LOCAL TAXES (APR 1984)
*Applies to Firm-Fixed-Price CLIN(s) only.*
52.229-02 NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX (APR 1984)
This Clause was modified by: P00004.

52.229-03 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
*Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.*
52.229-06 TAXES -- FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)
*Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.*
52.229-07 TAXES -- FIXED-PRICE CONTRACTS WITH FOREIGN GOVERNMENTS (JAN 1991)
Para (b), Name of foreign government is 'TBD'
Para (b), Name of country is 'TBD'
Para (b), Name of country is 'TBD'
Para (c), Name of foreign country is 'TBD'
Para (c), Name of country is 'TBD'
*Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.*
52.229-08 TAXES -- FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)
Para (a), Name of foreign government is 'TBD'
Para (a), Name of country is 'TBD'
*Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
52.230-06 ADMINISTRATION OF COST ACCOUNTING STANDARDS (MAR 2008)
This Clause was modified by: P00017.

52.232-01 PAYMENTS (APR 1984)

*Applies to Firm-Fixed-Price CLIN(s) only.*

52.232-05 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

52.232-07 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007)
This Clause was modified by: P00013.

52.232-07 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007) - ALTERNATE I (FEB 2007)
This Clause was modified by: P00013.

52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
This Clause was modified by: P00013.

52.232-09 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
This Clause was modified by: P00013.

52.232-11 EXTRAS (APR 1984)
This Clause was modified by: P00013.

52.232-16 PROGRESS PAYMENTS (APR 2003)
This Clause was modified by: P00005.

52.232-16 PROGRESS PAYMENTS (APR 2003) - ALTERNATE I (MAR 2000)
This Clause was modified by: P00005.

52.232-17 INTEREST (JUN 1996)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)
This Clause was modified by: P00006.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)
Date 'To be cited in individual orders'
Date 'To be cited in individual orders'
This Clause was modified by: P00006.

52.232-20 LIMITATION OF COST (APR 1984)
This Clause was modified by: P00013.

52.232-22 LIMITATION OF FUNDS (APR 1984)
*Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*

52.232-22 LIMITATION OF FUNDS (APR 1984)
This Clause was modified by: P00013.

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

52.232-25 PROMPT PAYMENT (OCT 2003)

52.232-25 PROMPT PAYMENT (OCT 2003) - ALTERNATE I (FEB 2002)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (SEP 2005)
This Clause was modified by: P00013.

52.232-29 TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS (FEB 2002)
This Clause was modified by: P00004.

52.232-30 INSTALLMENT PAYMENTS FOR COMMERCIAL ITEMS (OCT 1995)
This Clause was modified by: P00004.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
52.232-36 PAYMENT BY THIRD PARTY (MAY 1999)
52.233-01 DISPUTES (JUL 2002) - ALTERNATE I (DEC 1991)
52.233-03 PROTEST AFTER AWARD (AUG 1996)
*Applies to Firm-Fixed-Price CLIN(s), Labor-Hour CLIN(s) only.*
52.233-03 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
*Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
This Clause was modified by: P00004.

52.234-01 INDUSTRIAL RESOURCES DEVELOPED UNDER DEFENSE PRODUCTION ACT TITLE III (DEC 1994)
52.236-02 DIFFERING SITE CONDITIONS (APR 1984)
*Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.*
52.236-03 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
*Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.*
52.236-04 PHYSICAL DATA (APR 1984)
Description of investigational methods used: '"To be cited in individual orders"'
Summary of weather records and warnings '"To be cited in individual orders"'
Summary of transportation facilities providing access from the site '"To be cited in individual orders"'
Other pertinent information: '"To be cited in individual orders"'
This Clause was modified by: P00004.

52.236-05 MATERIAL AND WORKMANSHIP (APR 1984)
52.236-07 PERMITS AND RESPONSIBILITIES (NOV 1991)
*Applies to Firm-Fixed-Price CLIN(s), Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
52.236-08 OTHER CONTRACTS (APR 1984)
*Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.*
52.236-09 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
*Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.*
52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
*Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.*
52.236-12 CLEANING UP (APR 1984)
*Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.*
52.236-13 ACCIDENT PREVENTION (NOV 1991)
*Applies to Firm-Fixed-Price CLIN(s) only.*
52.236-13 ACCIDENT PREVENTION (NOV 1991) - ALTERNATE I (NOV 1991)
This Clause was modified by: P00004.

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
*Applies to Firm-Fixed-Price CLIN(s) only.*
52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
52.236-18 WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS (APR 1984)
52.236-19 ORGANIZATION AND DIRECTION OF THE WORK (APR 1984)
*Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
52.237-02 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
52.239-01 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

52.242-01 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
*Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
52.242-02 PRODUCTION PROGRESS REPORTS (APR 1991)
52.242-03 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-04 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
*Applies to Labor-Hour CLIN(s), Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
52.242-13 BANKRUPTCY (JUL 1995)
52.243-01 CHANGES -- FIXED-PRICE (AUG 1987)
*Applies to Firm-Fixed-Price CLIN(s) only.*
52.243-01 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)
*Applies to Firm-Fixed-Price CLIN(s) only.*
52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987)
52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)
*Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE III (APR 1984)
*Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
52.243-03 CHANGES -- TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
*Applies to Labor-Hour CLIN(s) only.*
52.243-04 CHANGES (JUN 2007)
This Clause was modified by: P00013.

52.243-05 CHANGES AND CHANGED CONDITIONS (APR 1984)
This Clause was modified by: P00004.

52.243-06 CHANGE ORDER ACCOUNTING (APR 1984)
52.243-07 NOTIFICATION OF CHANGES (APR 1984)
Para (b), Number of calendar days is (insert 30 for RDSS/C) '5'
Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'
52.243-07 NOTIFICATION OF CHANGES (APR 1984)
Para (b), Number of calendar days is (insert 30 for RDSS/C) '5'
Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'
This Clause was modified by: P00013.

52.244-02 SUBCONTRACTS (JUN 2007)
Para (d), approval required on subcontracts: 'to be cited in individual orders.'
Para (j), Insert subcontracts evaluated during negotiations. 'Any subcontractor included in Section J, Attachment 5.'
*(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: Any subcontractor included in Section J, Attachment 5.(deleted in mod P00025)*
This Clause was modified by: P00013.

52.244-02 SUBCONTRACTS (JUN 2007) - ALTERNATE I (JUN 2007)
Para (d), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: 'to be cited in individual orders.'
Para (j), the following subcontracts which were evaluated during negotiations: 'Any subcontractor included in Section J, Attachment 5.'
*(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: Any subcontractor included in Section J, Attachment 5.(deleted in mod P00025)*
This Clause was modified by: P00013.

52.244-05 COMPETITION IN SUBCONTRACTING (DEC 1996)
*Applies to Labor-Hour CLIN(s), Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.*
*Applies to Labor-Hour CLIN(s), Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*

52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)
This Clause was modified by: P00013.

52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2009)
This Clause was modified by: P00020.

52.245-01 GOVERNMENT PROPERTY (JUN 2007) - ALTERNATE I (JUN 2007)
This Clause was modified by: P00017.

52.245-01 GOVERNMENT PROPERTY (JUN 2007) - ALTERNATE II (JUN 2007)
This Clause was modified by: P00017.

52.245-02 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (JUN 2007)
Para (e). List of Government property. 'to be cited in individual orders'
This Clause was modified by: P00013.

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
Para (b), Period of time is 'to be cited in individual orders.'
Para (c), Period of time is 'to be cited in individual orders.'
*Applies to Firm-Fixed-Price CLIN(s) only.*

52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003) - ALTERNATE IV (APR 1984)
Para (b), Period of time is 'to be cited in individual orders.'
Para (c), Period of time is 'to be cited in individual orders.'
*Applies to Fixed-Price Incentive (Firm Target) CLIN(s) only.*

52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001)
Para (b)(1), Warranty period or event is 'to be cited in individual orders.'
Para (c)(3), Period of time is 'to be cited in individual orders.'
Para (c)(3), Period of time is 'to be cited in individual orders.'
Para (c)(3), Period is 'to be cited in individual orders.'
Para (c)(4), Period is 'to be cited in individual orders.'
Para (c)(4), Period is 'to be cited in individual orders.'
*Applies to Firm-Fixed-Price CLIN(s) only.*

52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001) - ALTERNATE III (APR 1984)
Para (b)(1), Warranty period or event is 'to be cited in individual orders.'
Para (c)(3), Period of time is 'to be cited in individual orders.'
Para (c)(3), Period of time is 'to be cited in individual orders.'
Para (c)(3), Period is 'to be cited in individual orders.'
Para (c)(4), Period is 'to be cited in individual orders.'
Para (c)(4), Period is 'to be cited in individual orders.'
*Applies to Fixed-Price Incentive (Firm Target) CLIN(s) only.*

52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001)
Para (b)(1), Warranty period is 'to be cited in individual orders.'
Para (b)(3), Period of time is 'to be cited in individual orders.'
Para (b)(3), Period of time is 'to be cited in individual orders.'
Para (b)(6), Period of time is 'to be cited in individual orders.'
Para (c)(2). Period of time is 'to be cited in individual orders.'
Para (c)(2), Locations are 'to be cited in individual orders.'

*Applies to Firm-Fixed-Price CLIN(s) only.*

52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001) - ALTERNATE I (APR 1984)
Para (b)(1), Warranty period is 'to be cited in individual orders.'
Para (b)(3), Period of time is 'to be cited in individual orders.'
Para (b)(3), Period of time is 'to be cited in individual orders.'
Para (b)(6), Period of time is 'to be cited in individual orders.'
Para (c)(2). Period of time is 'to be cited in individual orders.'
Para (c)(2), Locations are 'to be cited in individual orders.'
*Applies to Firm-Fixed-Price CLIN(s) only.*

52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001) - ALTERNATE II (APR 1984)
Para (b)(1), Warranty period is 'to be cited in individual orders.'
Para (b)(3), Period of time is 'to be cited in individual orders.'
Para (b)(3), Period of time is 'to be cited in individual orders.'
Para (b)(6), Period of time is 'to be cited in individual orders.'
Para (c)(2). Period of time is 'to be cited in individual orders.'
Para (c)(2), Locations are 'to be cited in individual orders.'
*Applies to Fixed-Price Incentive (Firm Target) CLIN(s) only.*

52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001) - ALTERNATE III (APR 1984)
Para (b)(1), Warranty period is 'to be cited in individual orders.'
Para (b)(3), Period of time is 'to be cited in individual orders.'
Para (b)(3), Period of time is 'to be cited in individual orders.'
Para (b)(6), Period of time is 'to be cited in individual orders.'
Para (c)(2). Period of time is 'to be cited in individual orders.'
Para (c)(2), Locations are 'to be cited in individual orders.'
*Applies to Firm-Fixed-Price CLIN(s) only.*

52.246-20 WARRANTY OF SERVICES (MAY 2001)
Para (b), Period of time is 'to be cited in individual orders.'
*Applies to Firm-Fixed-Price CLIN(s) only.*

52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
*Applies to Firm-Fixed-Price CLIN(s) only.*

52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)
Para (c). Insert address. 'to be cited in iindividual orders.'
This Clause was modified by: P00013.

52.248-01 VALUE ENGINEERING (FEB 2000)
Para (m). Contract number. 'See Block 2 of SF 26'

52.249-01 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) - ALTERNATE I (APR 1984)
This Clause was modified by: P00004.

52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)
This Clause was modified by: P00013.

52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) - ALTERNATE I (SEP 1996)
This Clause was modified by: P00013.

52.249-06 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
This Clause was modified by: P00013.

52.249-06 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE IV (SEP 1996)

This Clause was modified by: P00004.

52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
*Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.*
52.249-14 EXCUSABLE DELAYS (APR 1984)
This Clause was modified by: P00013.

52.251-01 GOVERNMENT SUPPLY SOURCES (APR 1984)
This Clause was modified by: P00013.

52.253-01 COMPUTER GENERATED FORMS (JAN 1991)

**B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2004)
This Clause was modified by: P00013.

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)
This Clause was modified by: P00017.

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)
252.204-7002 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)
252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007)
This Clause was modified by: P00017.

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
This Clause was modified by: P00013.

252.208-7000 INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT- FURNISHED MATERIAL (DEC 1991)
Para (b), Precious Metal, Quantity, Deliverable Item (NSN and Nomenclature): 'to be specified at the order level'
252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)
This Clause was modified by: P00013.

252.211-7000 ACQUISITION STREAMLINING (DEC 1991)
252.211-7003 ITEM IDENTIFICATION AND VALUATION (AUG 2008)
Para (c)(1)(ii). Items with acquisition cost less than $5,000. '"To be cited in individual orders"'
Para (c)(1)(iii). Attachment Nr. '"To be cited in individual orders"'
This Clause was modified by: P00017.

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)
252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2006)
This Clause was modified by: P00013.

252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)
para (a), Insert State. 'to be cited in individual orders.'

252.222-7001 RIGHT OF FIRST REFUSAL OF EMPLOYMENT--CLOSURE OF MILITARY INSTALLATIONS (APR 1993)
252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)
252.222-7004 COMPLIANCE WITH SPANISH SOCIAL SECURITY LAWS AND REGULATIONS (JUN 1997)
252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)
252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)
252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD (MAY 2007)
This Clause was modified by: P00013.

252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (JUN 2005)
This Clause was modified by: P00013.

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (MAR 2008)
This Clause was modified by: P00017.

252.225-7013 DUTY- FREE ENTRY (OCT 2006)
This Clause was modified by: P00013.

252.225-7014 PREFERENCE FOR DOMESTIC SPECIALTY METALS (JUN 2005)
This Clause was modified by: P00013.

252.225-7015 RESTRICTION ON ACQUISITION OF HAND OR MEASURING TOOLS (JUN 2005)
This Clause was modified by: P00013.

252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (MAR 2006)
This Clause was modified by: P00013.

252.225-7021 TRADE AGREEMENTS (MAR 2007)
This Clause was modified by: P00013.

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (MAR 2008)
This Clause was modified by: P00017.

252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997)
This Clause was modified by: P00013.

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)
This Clause was modified by: P00013.

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)
Para (d). Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from: 'HQ AFSFC/SFPA; telephone, DSN 945-7035/36 or commercial (210) 925-7035/36.'
This Clause was modified by: P00013.

252.225-7045 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL UNDER TRADE AGREEMENTS (MAR 2007) - ALTERNATE I (OCT 2006)
Para (c)(2). C.O. lists applicable material or "none". 'to be specified in individual orders'
This Clause was modified by: P00013.

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)
This Clause was modified by: P00013.

252.227-7000 NON-ESTOPPEL (OCT 1966)
252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)
252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)
This Clause was modified by: P00008.

252.227-7015 TECHNICAL DATA--COMMERCIAL ITEMS (NOV 1995)
252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)
252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)
This Clause was modified by: P00004.

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)
This Clause was modified by: P00004.

252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
This Clause was modified by: P00008.

252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)
252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)
252.227-7034 PATENTS--SUBCONTRACTS (APR 1984)
This Clause was modified by: P00017.

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)
This Clause was modified by: P00004.

252.227-7039 PATENTS--REPORTING OF SUBJECT INVENTIONS (APR 1990)
This Clause was modified by: P00017.

252.228-7000 REIMBURSEMENT FOR WAR-HAZARD LOSSES (DEC 1991)
This Clause was modified by: P00008.

252.228-7003 CAPTURE AND DETENTION (DEC 1991)
This Clause was modified by: P00008.

252.228-7006 COMPLIANCE WITH SPANISH LAWS AND INSURANCE (DEC 1998)
252.229-7001 TAX RELIEF (JUN 1997) - ALTERNATE I (JUN 1997)
*Applies to Firm-Fixed-Price CLIN(s) only.*
252.229-7002 CUSTOMS EXEMPTIONS (GERMANY) (JUN 1997)
*Applies to Firm-Fixed-Price CLIN(s) only.*
252.229-7003 TAX EXEMPTIONS (ITALY) (JAN 2002)
Para (b)(1)(iii), Fiscal code for military activity w/in Italy. 'to be cited in individual orders'
*Applies to Firm-Fixed-Price CLIN(s) only.*
252.229-7004 STATUS OF CONTRACTOR AS A DIRECT CONTRACTOR (SPAIN) (JUN 1997)
Para (g), Amount at time of award is 'to be cited in individual orders'
*Applies to Firm-Fixed-Price CLIN(s) only.*
252.229-7005 TAX EXEMPTIONS (SPAIN) (JUN 1997)
*Applies to Firm-Fixed-Price CLIN(s) only.*
252.229-7006 VALUE ADDED TAX EXCLUSION (UNITED KINGDOM) (JUN 1997)
252.229-7007 VERIFICATION OF UNITED STATES RECEIPT OF GOODS (JUN 1997)
252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)
This Clause was modified by: P00017.

252.232-7006 ALTERNATE A TO FAR 52.232-7, PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2003)
*Applies to Labor-Hour CLIN(s) only.*
This Clause was modified by: P00017.

252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)
252.232-7009 MANDATORY PAYMENT BY GOVERNMENTWIDE COMMERCIAL PURCHASE CARD (DEC 2006)
This Clause was modified by: P00013.

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUN 1997)
252.236-7000 MODIFICATION PROPOSALS--PRICE BREAKDOWN (DEC 1991)
*Applies to Firm-Fixed-Price CLIN(s) only.*
252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)
Para (e). Identify drawings. 'to be cited in individual orders'
*Applies to Firm-Fixed-Price CLIN(s) only.*
252.236-7005 AIRFIELD SAFETY PRECAUTIONS (DEC 1991)
This Clause was modified by: P00004.

252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 2004)
This Clause was modified by: P00017.

252.239-7002 ACCESS (DEC 1991)
252.239-7004 ORDERS FOR FACILITIES AND SERVICES (NOV 2005)
This Clause was modified by: P00013.

252.239-7005 RATES, CHARGES, AND SERVICES (NOV 2005)
This Clause was modified by: P00013.

252.239-7006 TARIFF INFORMATION (JUL 1997)
252.239-7007 CANCELLATION OR TERMINATION OF ORDERS (NOV 2005)
This Clause was modified by: P00013.

252.239-7008 REUSE ARRANGEMENTS (DEC 1991)
252.239-7011 SPECIAL CONSTRUCTION AND EQUIPMENT CHARGES (DEC 1991)
252.239-7012 TITLE TO TELECOMMUNICATIONS FACILITIES AND EQUIPMENT (DEC 1991)
252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)
Para (b), Location is 'to be cited in individual orders'
Para (c), List can be obtained from 'TBD'
Para (c), List and identify locations: 'TBD'
252.242-7002 EARNED VALUE MANAGEMENT SYSTEM (MAR 2005)
Para (f), Subcontractors selected for application of EVMS: 'to be specified in individual orders'
This Clause was modified by: P00013, P00017.

252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (NOV 2005)
This Clause was modified by: P00013.

252.242-7005 COST/SCHEDULE STATUS REPORT (MAR 2005)
This Clause was modified by: P00013, P00017.

252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (MAY 2011)
This Clause was modified by: P00033.

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
*Applies to Firm-Fixed-Price CLIN(s) only.*
252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)
252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (JAN 2007)
This Clause was modified by: P00013.

252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION (MAY 2011)
This Clause was modified by: P00033.

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)
This Clause was modified by: P00017.

252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (MAY 2011)
This Clause was modified by: P00033.

252.246-7001 WARRANTY OF DATA (DEC 1991)
252.246-7002 WARRANTY OF CONSTRUCTION (GERMANY) (JUN 1997)
*Applies to Firm-Fixed-Price CLIN(s) only.*
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)
This Clause was modified by: P00017.

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) - ALTERNATE III (MAY 2002)
This Clause was modified by: P00017.

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)
This Clause was modified by: P00017.

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV 2004)
Para (e), Contractor's address is 'to be proposed'
Para (e), Government remittance address is 'TBD'
This Clause was modified by: P00004.

## C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.201-9101 OMBUDSMAN (AUG 2005)
Para (c). Ombudsmen names, addresses, phone numbers, fax, and email addresses.
'ESC/DS
Bldg 1606
9 Eglin Street
Hanscom AFB, MA 01731
Telephone #: 781-377-5106
Facsimile #: 781-377-4659
E-mail: ESC.Ombudsman@hanscom.af.mil'
This Clause was modified by: P00006.

5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS (APR 2003)
5352.216-9000 AWARDING ORDERS UNDER MULTIPLE AWARD CONTRACTS (MAR 2007)
Para (d), Clause that stipulates minimum guarantee(s): 'B004'
This Clause was modified by: P00013.

5352.217-9000 LONG LEAD LIMITATION OF GOVERNMENT LIABILITY (MAY 1996)
Para (a), Dollar amount is 'the amount obligated on individual orders'
Para (b), Dollar amount is 'to be cited in individual orders.'
5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (APR 2003)
Para (c), List of Class I ODSs. 'TBD'
5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (JUN 1997)
5352.237-9001 REQUIREMENTS AFFECTING CONTRACTOR PERSONNEL PERFORMING MISSION ESSENTIAL SERVICES (OCT 2004)
Para (b). Number of days 'to be cited in individual orders'
This Clause was modified by: P00011.

5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (JUN 2002)
Para (b), Any additional requirements to comply with local security procedures 'to be cited in individual orders'
5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (AUG 2007)
Para (b), Any additional requirements to comply with local security procedures 'to be cited in individual orders'
Para (d). Additional requirements. 'to be cited in individual orders'
This Clause was modified by: P00017.

**D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES**

5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002)
5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002) - ALTERNATE I (AUG 2002)
Alt I, Para (a)(2)(i), Specific period of time or an expiration date 'to be cited in individual orders'
Alt I, Para (a)(2)(ii), System or services 'to be cited in individual orders'
Alt I, Para (a)(2)(ii), Services, the system, or the major components of the system 'to be cited in individual orders'
Alt I, Para (a)(2)(ii), Duration of the constraint 'to be cited in individual orders'
5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002) - ALTERNATE II (AUG 2002)
Alt II, Para (a)(2), Definite period of time: 'to be cited in individual orders'
5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002) - ALTERNATE V (AUG 2002)
5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002) - ALTERNATE VI (AUG 2002)
5352.215-9008 ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS (AFMC) (JUL 1997)
Para (a), Manpower Support Services Contractor's Name '"To be cited in individual orders"'
Para (a), Major Support Areas (Such as Technical Evaluation and Acquisition Management Support) '"To be cited in individual orders"'
Para (b), Applicable Task Detail '"To be cited in individual orders"'
Para (c), Manpower Support Services Contractor's Name '"To be cited in individual orders"'
Para (c), Areas for Cooperation: '"To be cited in individual orders"'
This Clause was modified by: P00004.

5352.235-9001 KEY POSITIONS AND MINIMUM QUALIFICATIONS (AFMC) (JUL 1997)
para (a), job title 'as specified in each individual Delivery/Task Order'
para (a), qualifications required 'as specified in each individual Delivery/Task Order'

This Clause was modified by: P00011.

5352.245-9001 GOVERNMENT- FURNISHED PROPERTY/CONTRACTOR REQUISITIONING (AFMC) (JUL 1997)
List Government Furnished Property by Item Number, NSN, Noun, Part Number and Quantity 'to be cited in individual orders'

5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997) - ALTERNATE II (JUL 1997)
Para (e), List Installations 'as specified in each individual Delivery/Task Order'
Para (f), list support items 'as specified in individual task orders'
*Applies to Firm-Fixed-Price CLIN(s) only.*

**II. NOTICE:** The following contract clauses pertinent to this section are hereby incorporated in full text:

**A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT**

**52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)**

The Contractor shall be required to:

(a) commence work under this contract as identified in each individual Task/Delivery Order issued that includes construction.

(b) prosecute the work diligently, and

(c) complete the entire work ready for use not later than identified in each Task Order. The time stated for completion shall include final cleanup of the premises.
*Applies to Firm-Fixed-Price CLIN(s) only.*

**52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)**

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

This Clause was modified by: P00017.

**52.216-07 ALLOWABLE COST AND PAYMENT (DEC 2002) - ALTERNATE I (DEC 2002)**

(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 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 paragraph (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 form of payment to subcontractors.

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

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

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

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

(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 be paid more often than every 2 weeks and may invoice and be paid for recorded costs for items or services purchased directly for the contract, even though the concern has not yet paid for those items or services.

(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.

(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) Within 120 days after settlement of the final indirect cost rates covering the year in which this contract is physically complete (or longer, if approved in writing by the Contracting Officer), the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

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

Alternate I (Feb 1997). As prescribed in 16.307(a)(2), substitute the following paragraph (b)(1)(iii) for paragraph (b)(1)(iii) of the basic clause:

(iii) The amount of progress and other payments to the Contractor's subcontractors that either have been paid, or that the Contractor is required to pay pursuant to the clause of this contract entitled "Prompt Payment for Construction Contracts." Payments shall be made by cash, check, or other form of payment to the Contractor's subcontractors under similar cost standards.
*Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*

## 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $25.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $100M;

(2) Any order for a combination of items in excess of $100M; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 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.

**52.217-09 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 ten (10) calendar days prior to end of base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) days 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 ten (10) years including all option periods..

This Clause was modified by: P00028.

**52.225-21 REQUIRED USE OF AMERICAN IRON, STEEL, AND OTHER MANUFACTURED GOODS--BUY AMERICAN ACT--CONSTRUCTION MATERIALS (MAR 2009)**

(a) Definitions. As used in this clause—

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States.

"Foreign construction material" means a construction material other than a domestic construction material.

"Manufactured construction material" means any construction material that is not unmanufactured construction material.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

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

"Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

(1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all iron, steel, and other manufactured goods used as construction material in the project are produced in the United States; and

(ii) The Buy American Act (41 U.S.C. 10a-10d) by providing a preference for unmanufactured domestic construction material.

(2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) and (b)(4) of this clause.

(3) This requirement does not apply to the construction material or components listed by the Government as follows: None

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—

(i) The cost of domestic construction material would be unreasonable.

(A) The cost of domestic iron, steel, or other manufactured goods used as construction material is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent;

(B) The cost of unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act or the Buy American Act to a particular construction material would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American Act applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Cost Comparison

| Construction material description | Unit of measure | Quantity | Cost (dollars) * |
|---|---|---|---|
| Item 1: | | | |
| Foreign construction material | | | |
| Domestic construction material | | | |
| Item 2 | | | |
| Foreign construction material | | | |

Domestic construction material

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.]

(*Include all delivery costs to the construction site.]

This Clause was modified by: P00020.

**52.232-32 PERFORMANCE-BASED PAYMENTS (JAN 2008)**

(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 inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

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

(d) Liquidation of performance-based payments.

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

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

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

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

(2) Performance of this contract is endangered by the 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 under any other clause of this contract;

(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 special tooling 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 damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the 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 (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

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

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on ___, all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on ___) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the 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.

This Clause was modified by: P00017.

## 52.252-02 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/

## 52.252-06 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**B. DEFENSE FAR SUPP CONTRACT CLAUSES IN FULL TEXT**

## 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) "To be cited in individual orders" through "To be cited in individual orders" are incrementally funded. For these item (s), the sum of "To be cited in individual orders" of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

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

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

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

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

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

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

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

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

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

On execution of contract "To be cited in individual orders"

This Clause was modified by: P00013.

**C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT**

**5352.242-9001 COMMON ACCESS CARDS (CACS) FOR CONTRACTOR PERSONNEL-AFRL (AUG 2004)**

(a) For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:

(1) Require logical access to Department of Defense computer networks and systems in either:

(i) the unclassified environment; or

(ii) the classified environment where authorized by governing security directives.

(2) Perform work which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

(b) Contractors and their personnel shall use the following procedures to obtain CACs:

(1) Contractors shall provide a listing of personnel authorized a CAC to the contracting officer. The contracting officer will provide a copy of the listing to the government representative in the local organization designated to authorize issuance of contractor CACs (i.e., “authorizing official”).

(2) Contractor personnel on the listing shall each complete and submit a DD Form 1172-2 or other authorized DoD electronic form to the authorizing official. The authorizing official will verify the applicant's name against the contractor's listing and return the DD Form 1172-2 to the contractor personnel.

(3) Contractor personnel will proceed to the nearest CAC issuance workstation (usually the local Military Personnel Flight (MPF) with the DD Form 1172-2 and appropriate documentation to support their identification and/or citizenship. The CAC issuance workstation will then issue the CAC.

(c) While visiting or performing work on installation(s)/location(s), contractor personnel shall wear or prominently display the CAC as required by the governing local policy.

(d) During the performance period of the contract, the contractor shall:

(1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the authorizing official;

(2) Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;

(3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and

(4) Report lost or stolen CACs in accordance with local policy/directives.

(e) Within 7 working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.

(f) Failure to comply with these requirements may result in withholding of final payment.

This Clause was modified by: P00005.

**D. AIR FORCE MATERIEL COMMAND FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT**

**5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997) - ALTERNATE I ( JUL 1997 ) - ALTERNATE II (JUL 1997)**

Base support shall be provided by the Government to the Contractor in accordance with this clause. Failure by the Contractor to comply with the requirements of this clause shall release the Government, without prejudice, from its obligation to provide base support by the date(s) required. If warranted, and if the Contractor has complied with the requirements of this clause, an equitable adjustment shall be made if the Government fails to provide base support by the date(s) required.

(a) Base support includes Government-controlled working space, material, equipment, services (including automatic data processing), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Air Force installation where this contract shall be performed. All Government property in the possession of the Contractor, provided through the base support clause, shall be used and managed in accordance with the Government Property clauses.

(b) The Air Force installations providing the support shall be listed in subparagraph (e), and the Government support to be furnished by each installation under this contract shall be listed in subparagraph (f).

(c) Unless otherwise stipulated in the contract schedule, support shall be provided on a no-charge-for-use basis and the value shall be a part of the Government's contract consideration.

(d) The Contractor agrees to immediately report (with a copy to the cognizant CAO) inadequacies, defective Government-Furnished Property (GFP) or nonavailability of support stipulated by the contract schedule, together with a recommended plan for obtaining the required support. The Government agrees to determine (within 10 workdays) the validity and extent of the involved requirement and the method by which it shall be fulfilled (e.g., purchase, rental, lease, GFP, etc.). Facilities shall not be purchased under this clause. Additionally, the Contractor (or authorized representative) shall not purchase, or otherwise furnish any base support requirement provided by the clause (or authorize others to do so), without prior written approval of the Contracting Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements.

(e) Following are installations where base support will be provided to be cited in individual orders.

(f) The Government support to be furnished under this contract is to be cited in individual orders. Because of the nature and location(s) of the work performed, the value of such equipment is undeterminable. The Contractor shall not incur any cost resulting from nonsupport prior to Contracting Officer concurrence in accordance with this clause.

Alternate I (AFMC) (JUL 1997). As prescribed in 5345.106-90(b), add the following paragraph (g) to the basic clause:

(g) When this contract is a cost, cost-reimbursement, time-and-materials, or labor hour contract, the Contractor agrees that in the performance of this contract or any major subcontract no direct or indirect costs for property will be incurred if the Government determines that property is available at, or through any Air Force installation where this contract shall be performed. Only the prior written approval of the Contracting Officer can relieve the Contractor from this restriction.

Alternate II (AFMC) (JUL 1997). As prescribed in 5345.106-90(c), substitute the following paragraph (f) for paragraph (f) of the basic clause:

(f) The Contractor agrees to request written authorization from the Contracting Officer for support not later than 90 days before the required in-place dates at each Air Force installation, and immediately for any required changes. The Contracting Officer shall issue timely written authorization in response to a Contractor's request. Concurrently send support authorization to the Administrative Contracting Officer or to the contract administration office if redelegated to the Air Force installation where the support is provided.
*Applies to Labor-Hour CLIN(s), Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*

**5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997)**

Base support shall be provided by the Government to the Contractor in accordance with this clause. Failure by the Contractor to comply with the requirements of this clause shall release the Government, without prejudice, from its obligation to provide base support by the date(s) required. If warranted, and if the Contractor has complied with the requirements of this clause, an equitable adjustment shall be made if the Government fails to provide base support by the date(s) required.

(a) Base support includes Government-controlled working space, material, equipment, services (including automatic data processing), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Air Force installation where this contract shall be performed. All Government property in the possession of the Contractor,

provided through the base support clause, shall be used and managed in accordance with the Government Property clauses.

(b) The Air Force installations providing the support shall be listed in subparagraph (e), and the Government support to be furnished by each installation under this contract shall be listed in subparagraph (f).

(c) Unless otherwise stipulated in the contract schedule, support shall be provided on a no-charge-for-use basis and the value shall be a part of the Government's contract consideration.

(d) The Contractor agrees to immediately report (with a copy to the cognizant CAO) inadequacies, defective Government-Furnished Property (GFP) or nonavailability of support stipulated by the contract schedule, together with a recommended plan for obtaining the required support. The Government agrees to determine (within 10 workdays) the validity and extent of the involved requirement and the method by which it shall be fulfilled (e.g., purchase, rental, lease, GFP, etc.). Facilities shall not be purchased under this clause. Additionally, the Contractor (or authorized representative) shall not purchase, or otherwise furnish any base support requirement provided by the clause (or authorize others to do so), without prior written approval of the Contracting Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements.

(e) Installations where base support will be provided will be specified in each individual Delivery/Task Order.

(f) The Government support to be furnished under this contract will be specified in each individual Delivery/Task Order. Because of the nature and location(s) of the work performed, the value of such equipment is undeterminable. The Contractor shall not incur any cost resulting from nonsupport prior to Contracting Officer concurrence in accordance with this clause.
*Applies to Firm-Fixed-Price CLIN(s) only.*

**5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997) - ALTERNATE I (JUL 1997)**

Base support shall be provided by the Government to the Contractor in accordance with this clause. Failure by the Contractor to comply with the requirements of this clause shall release the Government, without prejudice, from its obligation to provide base support by the date(s) required. If warranted, and if the Contractor has complied with the requirements of this clause, an equitable adjustment shall be made if the Government fails to provide base support by the date(s) required.

(a) Base support includes Government-controlled working space, material, equipment, services (including automatic data processing), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Air Force installation where this contract shall be performed. All Government property in the possession of the Contractor, provided through the base support clause, shall be used and managed in accordance with the Government Property clauses.

(b) The Air Force installations providing the support shall be listed in subparagraph (e), and the Government support to be furnished by each installation under this contract shall be listed in subparagraph (f).

(c) Unless otherwise stipulated in the contract schedule, support shall be provided on a no-charge-for-use basis and the value shall be a part of the Government's contract consideration.

(d) The Contractor agrees to immediately report (with a copy to the cognizant CAO) inadequacies, defective Government-Furnished Property (GFP) or nonavailability of support stipulated by the contract schedule, together with a recommended plan for obtaining the required support. The Government agrees to determine (within 10 workdays) the validity and extent of the involved requirement and the method by which it shall be fulfilled (e.g., purchase, rental, lease, GFP, etc.). Facilities shall not

be purchased under this clause. Additionally, the Contractor (or authorized representative) shall not purchase, or otherwise furnish any base support requirement provided by the clause (or authorize others to do so), without prior written approval of the Contracting Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements.

(e) Installations where base support will be provided will be specified in each individual Delivery/Task Order.

(f) The Government support to be furnished under this contract will be specified in each individual Delivery/Task Order.
Because of the nature and location(s) of the work performed, the value of such equipment is undeterminable. The Contractor shall not incur any cost resulting from nonsupport prior to Contracting Officer concurrence in accordance with this clause.

Alternate I (AFMC)(JUL 1997). As prescribed in 5345.106-90(b), add the following paragraph (g) to the basic clause:

(g) When this contract is a cost, cost-reimbursement, time-and-materials, or labor hour contract, the Contractor agrees that in the performance of this contract or any major subcontract no direct or indirect costs for property will be incurred if the Government determines that property is available at, or through any Air Force installation where this contract shall be performed. Only the prior written approval of the Contracting Officer can relieve the Contractor from this restriction.
*Applies to Labor-Hour CLIN(s), Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost CLIN(s) only.*

| DOCUMENT | PGS | DATE | TITLE |
|---|---|---|---|
| EXHIBIT A | 2 | 03 DEC 2010 | DELIVERY ORDER STATUS REPORT (DOSR) |
| This attachment/exhibit was modified by: P00002, P00007, P00010, P00018, P00027. | | | |
| EXHIBIT C | 2 | 24 APR 2007 | DD FORM 254 |
| This attachment/exhibit was modified by: P00003, P00016. | | | |
| EXHIBIT D | 2 | 25 FEB 2009 | CONTRACT DATA REQUIREMENTS LIST (CDRL) - CUSTOMER USAGE FEE CHECK REPORT (CCR) |
| This attachment/exhibit was modified by: P00002, P00013, P00018, P00019. | | | |
| EXHIBIT E | 1 | 14 NOV 2008 | CONTRACT DATA REQUIREMENTS LIST (CDRL)- ORIGINAL EQUIPMENT MANUFACTURER (OEM) REPORT |
| This attachment/exhibit was modified by: P00018. | | | |
| ATTACHMENT 1 | 34 | 31 DEC 2003 | PERFORMANCE WORK STATEMENT |
| This attachment/exhibit was modified by: P00003, P00009. | | | |
| ~~ATTACHMENT 2~~ | ~~7~~ | ~~05 JAN 2004~~ | ~~NATIONAL INDUSTRIAL SECURITY PROGRAM~~ |
| ~~This attachment/exhibit was modified by: P00003.~~ | | | |
| ATTACHMENT 3 | 10 | 05 AUG 2005 | CITS (ITS) SYS SOLUTION B TABLE; MINIMUM GUARANTEED DISCOUNT PRODUCTS TABLE; |
| This attachment/exhibit was modified by: P00002, P00005, P00013. | | | |
| ATTACHMENT 4 | 1 | 14 NOV 2008 | CATALOG OF COMMERCIAL PRODUCTS |
| This attachment/exhibit was modified by: P00002, P00012, P00013, P00018. | | | |
| ~~ATTACHMENT 5~~ | ~~1~~ | ~~03 DEC 2004~~ | ~~LABOR CATEGORIES AND RATES; MAXIMUM GUARANTEED LABOR RATE TABLE~~ |
| ~~This attachment/exhibit was modified by: P00002, P00025.~~ | | | |
| ATTACHMENT 6 | 1 | 14 NOV 2008 | CITPAD FY 09 TRANSMITTAL LETTER FOR NETCENTS |
| This attachment/exhibit was modified by: P00002, P00007, P00011, P00015, P00018. | | | |
| ATTACHMENT 7 | 6 | 24 APR 2007 | SECURITY REQUIREMENTS FOR UNCLASSIFIED SERVICES |
| This attachment/exhibit was modified by: P00003, P00016. | | | |
| ATTACHMENT 8 | 7 | 24 APR 2007 | SECURITY REQUIREMENTS FOR CONTRACTORS REQUIRINGACCESS TO CLASSIFIED INFORMATION |
| This attachment/exhibit was modified by: P00003, P00016. | | | |
| ATTACHMENT 9 | 1 | 14 NOV 2008 | ADDENDUM TO TRANSMITTAL LETTER FOR EFT PAYMENTS |
| This attachment/exhibit was modified by: P00018. | | | |
| ATTACHMENT 10 | 1 | 13 NOV 2012 | CONTRACTOR MANPOWER REPORTING |
| This attachment/exhibit was modified by: P00038. | | | |