

AWARD / CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING DO-C9	PAGE of PAGES 1 75	
2. CONTRACT (PROC. INST. IDENT.) NO. FA8732-14-D-0028		3. EFFECTIVE DATE 15 JUL 2014	4. REQUISITION / PURCHASE REQUEST / PROJECT NO. See Section G		
5. ISSUED BY AFLCMC/HICK DEPARTMENT OF THE AIR FORCE (AFMC) AFLCMC/HIK 490 EAST MOORE DR., SUITE 270 MAFB - GUNTER ANNEX AL 36114-3000 MANIVANH S. MUNDY 334-416-3089 manivanh.mundy@us.af.mil		CODE FA8771	6. ADMINISTERED BY (IF OTHER THAN ITEM 5) CODE FA8732 DEPARTMENT OF THE AIR FORCE (AFMC) AFLCMC/HIK 490 EAST MOORE DRIVE SUITE 270 MAFB-GUNTER ANNEX AL 36114-3000 SCD: C PAS: S2404A0716APX		
7. NAME AND ADDRESS OF CONTRACTOR (NO., STREET, CITY, COUNTY, STATE AND ZIP CODE) NORTHROP GRUMMAN SYSTEMS CORPORATION NORTHROP GRUMMAN INFORMATION SYSTEMS 2340 DULLES CORNER BLVD HERNDON VA 20171-3400 (703) 561-4817			8. DELIVERY <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (see below)		
			9. DISCOUNT FOR PROMPT PAYMENT N		
CAGE CODE 5V1X2		FACILITY CODE 23991			
11. SHIP TO / MARK FOR CODE See Section F		12. PAYMENT WILL BE MADE BY CODE FA8732 SPECIFIED BY EACH TASK/DELIVERY ORDER EFT: T			
13. AUTHORITY FOR OTHER THAN FULL AND OPEN COMPETITION			14. ACCOUNTING AND APPROPRIATION DATA		
15A. ITEM NO See Section B	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
15G. TOTAL AMOUNT OF CONTRACT					\$0.00
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE					
17. <input type="checkbox"/> 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. <input checked="" type="checkbox"/> 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 KAMEKE P. MITCHELL		
19B. Name of Contractor		19C. Date Signed	20B. United States of America		20C. Date Signed
by _____ (signature of person authorized to sign)			by _____ (signature of Contracting Officer)		

<u>ITEM</u>	<u>SUPPLIES OR SERVICES</u>	<u>Qty</u> <u>Purch Unit</u>	<u>Unit Price</u> <u>Total Item Amount</u>
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BASE PERIOD

0100

Noun: NETWORK CENTRIC SOLUTIONS

PSC: D314

Contract type: J - FIRM FIXED PRICE

Start Date: ASREQ

Completion Date: ASREQ

Descriptive Data:

A. The contractor shall provide a wide range of solutions IAW the PWS (Section J, Attachment 1), of the basic contract and as cited in each individual task order.

B. The Products proposed to make up these solutions shall be priced under CLIN 0600 on a cost reimbursable basis.

C. ODCs and travel shall be priced separately under CLIN(s) 0600 and 0700.

D. Contract Type shall be Firm-Fixed Price (FFP), Fixed-Price Incentive (Firm/Successive Target) or Fixed-Price Award Fee (FPAF).

Incentive: To be proposed

Award Fee: To be proposed

E. Ordering Period: 31 March 2015 through three (3) years.

F. Period of Performance: To be cited in each individual task order.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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BASE PERIOD

0200

Noun: NETWORK CENTRIC SOLUTIONS
PSC: D314
Contract type: S - COST
Start Date: ASREQ
Completion Date: ASREQ
Descriptive Data:

- A. The contractor shall provide a wide range of solutions IAW the PWS (Section J, Attachment 1), of the basic contract and as cited in each individual task order.
- B. The Products proposed to make up these solutions shall be priced under CLIN 0600 on a cost reimbursable basis.
- C. ODCs and travel shall be priced separately under CLIN (s) 0600 and 0700.
- D. Contract Type shall be Cost-Plus Fixed Fee (CPFF), Cost-Plus-Incentive Fee (CPIF) or Cost-Plus Award Fee (CPAF).
 - Fixed-Fee: To be proposed
 - Incentive Fee: To be proposed
 - Award Fee: To be proposed
- E. Ordering Period: 31 March 2015 through three (3) years.
- F. Period of Performance: To be cited in each individual task order.

BASE PERIOD

0300

Noun: NETWORK CENTRIC SERVICES
PSC: D314
Contract type: Z - LABOR HOUR
Start Date: ASREQ
Completion Date: ASREQ
Descriptive Data:

- A. The contractor shall provide Labor Hours IAW the PWS (Section J, Attachment 1), the basic contract and as cited in each individual task order. The contractor shall provide Labor Categories and Rates IAW Section J, Attachment 5 and as cited in each individual task order.
- B. Contract Type shall be Labor Hours.
- C. ODCs and travel shall be priced separately under CLIN(s) 0600 and 0700.
- D. Ordering Period: 31 March 2015 through three (3) years.
- E. Period of Performance: To be cited in each individual task order.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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BASE PERIOD

0400

Noun: DATA
PSC: D314
NSN: N - Not Applicable
Contract type: J - FIRM FIXED PRICE
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

A. The contractor shall deliver data in accordance with and as specified in Section J, Exhibit A (Contractor Data Requirements List (CDRL)) and as cited in each individual task order.

B. This CLIN is Not Separately Priced (NSP). Price is included in CLIN 0100, CLIN 0200 and CLIN 0300.

C. Ordering Period: 31 March 2015 through three (3) years.

D. Period of Performance: To be cited in each individual task order.

BASE PERIOD

0500

Noun: WARRANTY
PSC: D314
Contract type: J - FIRM FIXED PRICE
Start Date: ASREQ
Completion Date: ASREQ

Descriptive Data:

A. The contractor shall provide a warranty, in lieu of or in addition to the standard warranty, IAW each individual task order and the basic contract on an as-required basis. Warranty options include: System Warranties, Workmanship Warranties and/or extended product warranties.

B. Contract Type shall be Firm Fixed Price (FFP).

C. Ordering Period: 31 March 2015 through three (3) years.

D. Period of Performance: To be cited in each individual task order.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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BASE PERIOD

0600

Noun: OTHER DIRECT COSTS (ODC)
PSC: D314
NSN: N - Not Applicable
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

A. The contractor shall provide other direct ODC(s) as cited in each individual task order and the basic contract.

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

(2) ODCs must be purchased in accordance with the contractor's approved purchasing system, as applicable.

(3) The products proposed to make up solutions in CLINs 0100 and 0200 shall be purchased from the NETCENTS-2 Netcentric Products contract. In addition, IAW the Para 4.1 of the PWS, the contractor shall provide at least two quotes as proof of price reasonableness.

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

C. Ordering Period: 31 March 2015 through three (3) years.

D. Period of Performance: To be cited in each individual task order.

BASE PERIOD

0700

Noun: TRAVEL
PSC: D314
Contract type: S - COST
Start Date: ASREQ
Completion Date: ASREQ

Descriptive Data:

A. The contractor shall provide travel IAW the PWS (Section J, Attachment 1), the basic contract and as cited in each individual task order.

B. Trips must be in direct support of task order efforts.

C. The contractor will provide travel on a cost reimbursable basis.

D. Ordering Period: 31 March 2015 through three (3) years.

E. Period of Performance: To be cited in each individual task order.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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BASE PERIOD

0800

Noun: NETCENTS-2 POST AWARD CONFERENCE

PSC:

Contract type: J - FIRM FIXED PRICE

Start Date: ASREQ

Completion Date: ASREQ

Descriptive Data:

A. This **ONE-TIME USE CLIN** is established to meet the minimum order requirements (\$2,500.00) as stated in clauses B061 of this Indefinite Delivery/Indefinite Quantity contract.

B. The contractor shall attend the NETCENTS-2 Post Award Conference in Montgomery, AL on date/time specified upon task order award.

OPTION PERIOD 1

1100

OPTION CLIN (service)

Noun: NETWORK CENTRIC SOLUTIONS

PSC:

Descriptive Data:

A. The contractor shall provide a wide range of solutions IAW the PWS (Section J, Attachment 1), of the basic contract and as cited in each individual task order.

B. The Products proposed to make up these solutions shall be priced under CLIN 1600 on a cost reimbursable basis.

C. ODCs and travel shall be priced separately under CLIN(s) 1600 and 1700.

D. Contract Type shall be Firm-Fixed Price (FFP), Fixed-Price Incentive (Firm/Successive Target) or Fixed-Price Award Fee (FPAF).

Incentive: To be proposed

Award Fee: To be proposed

E. Ordering Period: Effective date of option period through one (1) year.

F. Period of Performance: To be cited in each individual task order.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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OPTION PERIOD 1

1200 OPTION CLIN (service)

Noun: NETWORK CENTRIC SOLUTIONS

PSC:

Descriptive Data:

A. The contractor shall provide a wide range of solutions IAW the PWS (Section J, Attachment 1), of the basic contract and as cited in each individual task order.

B. The Products proposed to make up these solutions shall be priced under CLIN 1600 on a cost reimbursable basis.

C. ODCs and travel shall be priced separately under CLIN (s) 1600 and 1700.

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

Fixed-Fee: To be proposed

Incentive Fee: To be proposed

Award Fee: To be proposed

E. Ordering Period: Effective date of option period through one (1) year.

F. Period of Performance: To be cited in each individual task order.

OPTION PERIOD 1

1300 OPTION CLIN (service)

Noun: NETWORK CENTRIC SERVICES

PSC:

Descriptive Data:

A. The contractor shall provide Labor Hours IAW the PWS (Section J, Attachment 1), the basic contract and as cited in each individual task order. The contractor shall provide Labor Categories and Rates IAW Section J, Attachment 5 and as cited in each individual task order.

B. Contract Type shall be Labor Hours.

C. ODCs and travel shall be priced separately under CLIN(s) 1600 and 1700.

D. Ordering Period: Effective date of option period through one (1) year.

E. Period of Performance: To be cited in each individual task order.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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OPTION PERIOD 1

1400 OPTION CLIN (supply)

Noun: DATA

PSC:

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 deliver data in accordance with and as specified in Section J, Exhibit A (Contractor Data Requirements List (CDRL)) and as cited in each individual task order.

B. This CLIN is Not Separately Priced (NSP). Price is included in CLIN 1100, CLIN 1200 and CLIN 1300.

C. Ordering Period: Effective date of option period through one (1) year.

D. Period of Performance: To be cited in each individual task order.

OPTION PERIOD 1

1500 OPTION CLIN (service)

Noun: WARRANTY

PSC:

Descriptive Data:

A. The contractor shall provide a warranty, in lieu of or in addition to the standard warranty, IAW each individual task order and the basic contract on an as-required basis. Warranty options include: System Warranties, Workmanship Warranties and/or extended product warranties.

B. Contract Type shall be Firm Fixed Price (FFP).

C. Ordering Period: Effective date of option period through one (1) year.

D. Period of Performance: To be cited in each individual task order.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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OPTION PERIOD 1

1600 OPTION CLIN

Noun: OTHER DIRECT COSTS (ODC)

PSC:

NSN: N - Not Applicable

Contract type: S - COST

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

A. The contractor shall provide other direct ODC(s) as cited in each individual task order and the basic contract.

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

(2) ODCs must be purchased in accordance with the contractor's approved purchasing system, as applicable.

(3) The products proposed to make up solutions in CLINs 1100 and 1200 shall be purchased from the NETCENTS-2 Netcentric Products contract. In addition, IAW the Para 4.1 of the PWS, the contractor shall provide at least two quotes as proof of price reasonableness.

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

C. Ordering Period: Effective date of option period through one (1) year.

D. Period of Performance: To be cited in each individual task order.

OPTION PERIOD 1

1700 OPTION CLIN (service)

Noun: TRAVEL

PSC:

Descriptive Data:

A. The contractor shall provide travel IAW the PWS (Section J, Attachment 1), the basic contract and as cited in each individual task order.

B. Trips must be in direct support of task order efforts.

C. The contractor will provide travel on a cost reimbursable basis.

D. Ordering Period: Effective date of option period through one (1) year.

E. Period of Performance: To be cited in each individual task order.

Qty

Unit Price

ITEM	SUPPLIES OR SERVICES	Purch Unit	Total Item Amount
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For Awardees Added During On Ramp Competitions

1800 RESERVED CLIN (service)

Noun: NETCENTS-2 POST AWARD CONFERENCE

PSC:

Descriptive Data:

A. This **ONE-TIME USE CLIN** is established to meet the minimum order requirements (\$2,500.00) as stated in clauses B061 of this Indefinite Delivery/Indefinite Quantity contract. The exercising of option periods for existing ID/IQ contract holders shall not reestablish contract minimum amounts.

B. The contractor shall attend the NETCENTS-2 Post Award Conference in Montgomery, AL on date/time specified upon task order award.

C. In accordance with H103, in the event that an on ramp occurs, this CLIN will be utilized for new contract awardees. The ordering period for new contractors being added to the initial awardee pool will coincide with initial awardees ordering period, inclusive of options, but shall not extend the overall term of the contract beyond the original ordering periods nor shall it reestablish the contract base period, inclusive of options.

OPTION PERIOD 2

2100 OPTION CLIN (service)

Noun: NETWORK CENTRIC SOLUTIONS

PSC:

Descriptive Data:

A. The contractor shall provide a wide range of solutions IAW the PWS (Section J, Attachment 1), of the basic contract and as cited in each individual task order.

B. The Products proposed to make up these solutions shall be priced under CLIN 2600 on a cost reimbursable basis.

C. ODCs and travel shall be priced separately under CLIN(s) 2600 and 2700.

D. Contract Type shall be Firm-Fixed Price (FFP), Fixed-Price Incentive(Firm/Successive Target) or Fixed-Price Award Fee (FPAF).

Incentive: To be proposed
Award Fee: To be proposed

E. Ordering Period: Effective date of option period through one (1) year.

F. Period of Performance: To be cited in each individual task order.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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OPTION PERIOD 2

2200 OPTION CLIN (service)

Noun: NETWORK CENTRIC SOLUTIONS

PSC:

Descriptive Data:

A. The contractor shall provide a wide range of solutions IAW the PWS (Section J, Attachment 1), of the basic contract and as cited in each individual task order.

B. The Products proposed to make up these solutions shall be priced under CLIN 2600 on a cost reimbursable basis.

C. ODCs and travel shall be priced separately under CLIN(s) 2600 and 2700.

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

Fixed-Fee: To be proposed

Incentive Fee: To be proposed

Award Fee: To be proposed

E. Ordering Period: Effective date of option period through one (1) year.

F. Period of Performance: To be cited in each individual task order.

OPTION PERIOD 2

2300 OPTION CLIN (service)

Noun: NETWORK CENTRIC SERVICES

PSC:

Descriptive Data:

A. The contractor shall provide Labor Hours IAW the PWS (Section J, Attachment 1), the basic contract and as cited in each individual task order. The contractor shall provide Labor Categories and Rates IAW Section J, Attachment 5 and as cited in each individual task order.

B. Contract Type shall be Labor Hours.

C. ODCs and travel shall be priced separately under CLIN(s) 2600 and 2700.

D. Ordering Period: Effective date of option period through one (1) year.

E. Period of Performance: To be cited in each individual task order.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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OPTION PERIOD 2

2400 OPTION CLIN (supply)

Noun: DATA

PSC:

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 deliver data in accordance with and as specified in Section J, Exhibit A (Contractor Data Requirements List (CDRL)) and as cited in each individual task order.

B. This CLIN is Not Separately Priced (NSP). Price is included in CLIN 2100, CLIN 2200 and CLIN 2300.

C. Ordering Period: Effective date of option period through one (1) year.

D. Period of Performance: To be cited in each individual task order.

OPTION PERIOD 2

2500 OPTION CLIN (service)

Noun: WARRANTY

PSC:

Descriptive Data:

A. The contractor shall provide a warranty, in lieu of or in addition to the standard warranty, IAW each individual task order and the basic contract on an as-required basis. Warranty options include: System Warranties, Workmanship Warranties and/or extended product warranties.

B. Contract Type shall be Firm Fixed Price (FFP).

C. Ordering Period: Effective date of option period through one (1) year.

D. Period of Performance: To be cited in each individual task order.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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OPTION PERIOD 2

2600 OPTION CLIN

Noun: OTHER DIRECT COSTS (ODC)

PSC:

NSN: N - Not Applicable

Contract type: S - COST

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

A. The contractor shall provide other direct ODC(s) as specified in each task order and the basic contract.

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

(2) ODCs must be purchased in accordance with the contractor's approved purchasing system, as applicable.

(3) The products proposed to make up solutions in CLINs 2100 and 2200 shall be purchased from the NETCENTS-2 Netcentric Products contract. In addition, IAW the Para 4.1 of the PWS, the contractor shall provide at least two quotes as proof of price reasonableness.

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

C. Ordering Period: Effective date of option period through one (1) year.

D. Period of Performance: To be cited in each individual task order.

OPTION PERIOD 2

2700 OPTION CLIN (service)

Noun: TRAVEL

PSC:

Descriptive Data:

A. The contractor shall provide travel IAW the PWS (Section J, Attachment 1), the basic contract and as cited in each individual task order.

B. Trips must be in direct support of task order efforts.

C. The contractor will provide travel on a cost reimbursable basis.

D. Ordering Period: Effective date of option period through one (1) year.

E. Period of Performance: To be cited in each individual task order.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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For Awardees Added During On Ramp Competitions

2800 RESERVED CLIN (service)

Noun: NETCENTS-2 POST AWARD CONFERENCE

PSC:

Descriptive Data:

A. This **ONE-TIME USE CLIN** is established to meet the minimum order requirements (\$2,500.00) as stated in clauses B061 of this Indefinite Delivery/Indefinite Quantity contract. The exercising of option periods for existing ID/IQ contract holders shall not reestablish contract minimum amounts.

B. The contractor shall attend the NETCENTS-2 Post Award Conference in Montgomery, AL on date/time specified upon task order award.

C. In accordance with H103, in the event that an on ramp occurs, this CLIN will be utilized for new contract awardees. The ordering period for new contractors being added to the initial awardee pool will coincide with initial awardees ordering period, inclusive of options, but shall not extend the overall term of the contract beyond the original ordering periods nor shall it reestablish the contract base period, inclusive of options.

OPTION PERIOD 3

3100 OPTION CLIN (service)

Noun: NETWORK CENTRIC SOLUTIONS

PSC:

Descriptive Data:

A. The contractor shall provide a wide range of solutions IAW the PWS (Section J, Attachment 1), of the basic contract and as cited in each individual task order.

B. The Products proposed to make up these solutions shall be priced under CLIN 3600 on a cost reimbursable basis.

C. ODCs and travel shall be priced separately under CLIN(s) 3600 and 3700.

D. Contract Type shall be Firm-Fixed Price (FFP), Fixed-Price Incentive (Firm/Successive Target) or Fixed-Price Award Fee (FPAF).

Incentive: To be proposed
Award Fee: To be proposed

E. Ordering Period: Effective date of option period through one (1) year.

F. Period of Performance: To be cited in each individual task order.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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OPTION PERIOD 3

3200 OPTION CLIN (service)

Noun: NETWORK CENTRIC SOLUTIONS

PSC:

Descriptive Data:

A. The contractor shall provide a wide range of solutions IAW the PWS (Section J, Attachment 1), of the basic contract and as cited in each individual task order.

B. The Products proposed to make up these solutions shall be priced under CLIN 3600 on a cost reimbursable basis.

C. ODCs and travel shall be priced separately under CLIN(s) 3600 and 3700.

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

Fixed-Fee: To be proposed

Incentive Fee: To be proposed

Award Fee: To be proposed

E. Ordering Period: Effective date of option period through one (1) year.

F. Period of Performance: To be cited in each individual task order.

OPTION PERIOD 3

3300 OPTION CLIN (service)

Noun: NETWORK CENTRIC SERVICES

PSC:

Descriptive Data:

A. The contractor shall provide Labor Hours IAW the PWS (Section J, Attachment 1), the basic contract and as cited in each individual task order. The contractor shall provide Labor Categories and Rates IAW Section J, Attachment 5 and as cited in each individual task order.

B. Contract Type shall be Labor Hours.

C. ODCs and travel shall be priced separately under CLIN(s) 3600 and 3700.

D. Ordering Period: Effective date of option period through one (1) year.

E. Period of Performance: To be cited in each individual task order.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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OPTION PERIOD 3

3400 OPTION CLIN (supply)

Noun: DATA

PSC:

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 deliver data in accordance with and as specified in Section J, Exhibit A (Contractor Data Requirements List (CDRL)) and as cited in each individual task order.

B. This CLIN is Not Separately Priced (NSP). Price is included in CLIN 3100, CLIN 3200 and CLIN 3300.

C. Ordering Period: Effective date of option period through one (1) year.

D. Period of Performance: To be cited in each individual task order.

OPTION PERIOD 3

3500 OPTION CLIN (service)

Noun: WARRANTY

PSC:

Descriptive Data:

A. The contractor shall provide a warranty, in lieu of or in addition to the standard warranty, IAW each individual task order and the basic contract on an as-required basis. Warranty options include: System Warranties, Workmanship Warranties and/or extended product warranties.

B. Contract Type shall be Firm Fixed Price (FFP).

C. Ordering Period: Effective date of option period through one (1) year.

D. Period of Performance: To be cited in each individual task order.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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OPTION PERIOD 3

3600 OPTION CLIN

Noun: OTHER DIRECT COSTS (ODC)

PSC:

NSN: N - Not Applicable

Contract type: S - COST

Inspection: DESTINATION

Acceptance: DESTINATION

FOB: DESTINATION

Descriptive Data:

A. The contractor shall provide ODC(s) as cited in each individual task order and the basic contract.

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

(2) ODCs must be purchased in accordance with the contractor's approved purchasing system, as applicable.

(3) The products proposed to make up solutions in CLINs 3100 and 3200 shall be purchased from the NETCENTS-2 Netcentric Products contract. In addition, IAW the Para 4.1 of the PWS, the contractor shall provide at least two quotes as proof of price reasonableness.

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

C. Ordering Period: Effective date of option period through one (1) year.

D. Period of Performance: To be cited in each individual task order.

OPTION PERIOD 3

3700 OPTION CLIN (service)

Noun: TRAVEL

PSC:

Descriptive Data:

A. The contractor shall provide travel IAW the PWS (Section J, Attachment 1), the basic contract and as cited in each individual task order.

B. Trips must be in direct support of task order efforts.

C. The contractor will provide travel on a cost reimbursable basis.

D. Ordering Period: Effective date of option period through one (1) year.

E. Period of Performance: To be cited in each individual task order.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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For Awardees Added During On Ramp Competitions

3800 RESERVED CLIN (service)

Noun: NETCENTS-2 POST AWARD CONFERENCE

PSC:

Descriptive Data:

A. This **ONE-TIME USE CLIN** is established to meet the minimum order requirements (\$2,500.00) as stated in clauses B061 of this Indefinite Delivery/Indefinite Quantity contract. The exercising of option periods for existing ID/IQ contract holders shall not reestablish contract minimum amounts.

B. The contractor shall attend the NETCENTS-2 Post Award Conference in Montgomery, AL on date/time specified upon task order award.

C. In accordance with H103, in the event that an on ramp occurs, this CLIN will be utilized for new contract awardees. The ordering period for new contractors being added to the initial awardee pool will coincide with initial awardees ordering period, inclusive of options, but shall not extend the overall term of the contract beyond the original ordering periods nor shall it reestablish the contract base period, inclusive of options.

OPTION PERIOD 4

4100 OPTION CLIN (service)

Noun: NETWORK CENTRIC SOLUTIONS

PSC:

Descriptive Data:

A. The contractor shall provide a wide range of solutions IAW the PWS (Section J, Attachment 1), of the basic contract and as cited in each individual task order.

B. The Products proposed to make up these solutions shall be priced under CLIN 4600 on a cost reimbursable basis.

C. ODCs and travel shall be priced separately under CLIN(s) 4600 and 4700.

D. Contract Type shall be Firm-Fixed Price (FFP), Fixed-Price Incentive (Firm/Successive Target) or Fixed-Price Award Fee (FPAF).

Incentive: To be proposed

Award Fee: To be proposed

E. Ordering Period: Effective date of option period through one (1) year.

F. Period of Performance: To be cited in each individual task order.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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OPTION PERIOD 4

4200 OPTION CLIN (service)

Noun: NETWORK CENTRIC SOLUTIONS

PSC:

Descriptive Data:

A. The contractor shall provide a wide range of solutions IAW the PWS (Section J, Attachment 1), of the basic contract and as cited in each individual task order.

B. The Products proposed to make up these solutions shall be priced under CLIN 4600 on a cost reimbursable basis.

C. ODCs and travel shall be priced separately under CLIN(s) 4600 and 4700.

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

Fixed-Fee: To be proposed

Incentive Fee: To be proposed

Award Fee: To be proposed

E. Ordering Period: Effective date of option period through one (1) year.

F. Period of Performance: To be cited in each individual task order.

OPTION PERIOD 4

4300 OPTION CLIN (service)

Noun: NETWORK CENTRIC SERVICES

PSC:

Descriptive Data:

A. The contractor shall provide Labor Hours IAW the PWS (Section J, Attachment 1), the basic contract and as cited in each individual task order. The contractor shall provide Labor Categories and Rates IAW Section J, Attachment 5 and as cited in each individual task order.

B. Contract Type shall be Labor Hours.

C. ODCs and travel shall be priced separately under CLIN(s) 4600 and 4700.

D. Ordering Period: Effective date of option period through one (1) year.

E. Period of Performance: To be cited in each individual task order.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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OPTION PERIOD 4

4400 OPTION CLIN (supply)

Noun: DATA
PSC:
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 deliver data in accordance with and as specified in Section J, Exhibit A (Contractor Data Requirements List (CDRL)) and as cited in each individual task order.

B. This CLIN is Not Separately Priced (NSP). Price is included in CLIN 4100, CLIN 4200 and CLIN 4300.

C. Ordering Period: Effective date of option period through one (1) year.

D. Period of Performance: To be cited in each individual task order.

OPTION PERIOD 4

4500 OPTION CLIN (service)

Noun: WARRANTY
PSC:

Descriptive Data:

A. The contractor shall provide a warranty, in lieu of or in addition to the standard warranty, IAW each individual task order and the basic contract on an as-required basis. Warranty options include: System Warranties, Workmanship Warranties and/or extended product warranties.

B. Contract Type shall be Firm Fixed Price (FFP).

C. Ordering Period: Effective date of option period through one (1) year.

D. Period of Performance: To be cited in each individual task order.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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OPTION PERIOD 4

4600 OPTION CLIN

Noun: OTHER DIRECT COSTS (ODC)
PSC:
NSN: N - Not Applicable
Contract type: S - COST
Inspection: DESTINATION
Acceptance: DESTINATION
FOB: DESTINATION

Descriptive Data:

A. The contractor shall provide ODC(s) as cited in each individual task order and the basic contract.

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

(2) ODCs must be purchased in accordance with the contractor's approved purchasing system, as applicable.

(3) The products proposed to make up solutions in CLINs 4100 and 4200 shall be purchased from the NETCENTS-2 Netcentric Products contract. In addition, IAW the Para 4.1 of the PWS, the contractor shall provide at least two quotes as proof of price reasonableness.

- B. The contractor will provide ODCs on a cost reimbursable basis only.
- C. Ordering Period: Effective date of option period through one (1) year.
- D. Period of Performance: To be cited in each individual task order.

OPTION PERIOD 4

4700 OPTION CLIN (service)

Noun: TRAVEL
PSC:

Descriptive Data:

A. The contractor shall provide travel IAW the PWS (Section J, Attachment 1), the basic contract and as cited in each individual task order.

- B. Trips must be in direct support of task order efforts.
- C. The contractor will provide travel on a cost reimbursable basis.
- D. Ordering Period: Effective date of option period through one (1) year.
- E. Period of Performance: To be cited in each individual task order.

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

OTHER CONTRACT CLAUSES IN FULL TEXT

B028 CONTRACT TYPE: FIRM FIXED PRICE (FEB 1997)

Total Price "to be cited at the individual task order"

Applicable to following Line Items: "to be cited at the individual task order"

Applies to Firm-Fixed-Price CLIN(s) only.

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

The contract line items subject to price revision and price ceiling are set forth below. The profit adjustment formula is set forth in FAR 52.216-16.

Target Cost "to be cited in each individual order"

Target Profit "to be cited in each individual order"

Target Price "to be cited in each individual order"

Ceiling Price "to be cited in each individual order"

Applies to Fixed-Price Incentive (Firm Target) CLINs (s) only.

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

The contract line items subject to price revision and ceiling price are set forth below. The profit adjustment formula are set forth in 52.216-17.

Target Cost "to be cited in each individual order"

Target Profit "to be cited in each individual order"

Target Price "to be cited in each individual order"

Ceiling Price "to be cited in each individual order"

B035 CONTRACT TYPE: LABOR- HOUR (DEC 2005)

(a) The Contractor shall furnish at the hourly rates stated in Section J, Attachment 5, and as cited in each individual task order Application Services Full and Open Labor Categories and Rates all necessary and qualified personnel, managing and directing the same to complete Labor Hour CLIN(s) within the performance period as cited in each individual task order. In performance of these CLIN(s), the contractor shall be reimbursed for direct labor (exclusive of any work performed in an unpaid overtime status) at the hourly rates listed below.

CATEGORIES	HOURLY RATE
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Section J, Attachment 5 and as cited in each individual task order.

(b) For 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 each individual task order.

(c) The total value of the labor-hour CLIN(s) 0300, 1300, 2300, 3300, and 4300 shall not exceed 10% of the \$960,000,000.00 ceiling for the Application Services Full and Open contract. The Government has the unilateral right to restrict usage of the labor-hour CLIN(s) only.
Applies to Labor-Hour CLIN(s) only.

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 each individual task order.
- (b) The base fee is to be cited in each individual task order.
- (c) The maximum award fee is to be cited in each individual task order.

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

B039 INDEFINITE QUANTITY (DEC 2005)

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 the attached PWS (Section J, Attachment 1) and all subsequent Statement of Objectives or Performance Work Statement affixed to any order issued under the authority of this contract.

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 to be cited in each individual task order.

Applicable to following Line Items: 0200, 0600, 0700, 1200, 1600, 1700, 2200, 2600, 2700, 3200, 3600, 3700, 4200, 4600, 4700
Applies to Cost 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: To be cited in each individual task order.
Target Fee: To be cited in each individual task order.
Maximum Fee: To be cited in each individual task order.
Minimum Fee: To be cited in each individual task order.

Government: To be cited in each individual task order.
Contractor: To be cited in each individual task order.
Applies to Cost-Plus-Incentive-Fee (Performance) 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 identified 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: "to be cited in each individual task order"

Fixed Fee: "to be cited in each individual task order"

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

B061 CONTRACT MAXIMUM AND CONTRACT MINIMUM GUARANTEE (OCT 2008) (APR 2009)

(a) The maximum amount of this contract shall not exceed \$960,000,000.00, which represents the maximum value of business opportunity available under NETCENTS-2 Application Services Full and Open contract. The maximum ceiling amount of \$960,000,000.00 will be spread amongst all NETCENTS-2 Application Services Full and Open ID/IQ contract holders via competition in accordance with clause H137, Task Order RFP Procedures.

(b) In accordance with AFFARS MP5316.504, an obligation will be recorded for the minimum for this contract, which is \$2,500.00 upon award of the ID/IQ for the NETCENTS-2 post award conference to each awardee. The exercise of the option periods shall not reestablish contract minimum amounts.

(c) 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.

B062 CLAUSES AND PROVISIONS (MAY 2010)

(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, however all Section K, L and M provisions will be deemed to be incorporated by reference in that award.

B063 IMPLEMENTATION OF LIMITATION OF FUNDS; (FORMERLY AFMCFARS 5352.232-9001 IMPLEMENTATION OF LIMITATION OF FUNDS (AFMC) (OCT 2008)) (OCT 2010)

(a) The sum allotted to this contract and available for payment of costs under (CLINs: "to be cited in each individual task order") through (Time Period ("through" date) : "to be cited in each individual task order") in accordance with the clause in Section I entitled "Limitation of Funds" is (Sum allotted to this contract and available for payment of costs is "to be cited in each individual task order").

(b) In addition to the amount allotted under the "Limitation of Funds" clause, the additional amount of (Additional amount obligated is "to be cited in each individual task order") is obligated for payment of fee for work completed under CLINs (CLINS: "to be cited in each individual task order").

Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.

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

OTHER CONTRACT CLAUSES IN FULL TEXT

C001 WORK DESCRIPTION/SPECIFICATION (MAY 1997)

Work called for by the contract line items specified in SECTION B shall be performed in accordance with the following:

All Contract Line Items, PWS - Section J, Attachment 1, Performacne Plan - Section J, Attachment 4, and those descriptions/specifications included by individual orders issued under the authority of this contract.

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 order.

D004 MARKING OF WARRANTED ITEMS (FORMERLY AFMCFARS 5352.247-9006 MARKING OF WARRANTED ITEMS (AFMC) (JUL 1997)) (OCT 2010)

The contractor shall mark the items or otherwise furnish notice with the items to show the existence of the warranty; its substance and duration; and the name, address, and telephone number of the person to notify if the items are defective in accordance with FAR 46.706(b)(5), Warranty Terms and Conditions.

D005 CONTRACTOR COMMERCIAL PACKAGING (FORMERLY AFMCFARS 5352.247-9008 CONTRACTOR COMMERCIAL PACKAGING (AFMC) (SEP 1998)) (OCT 2010)

- (a) Items shall be packaged in accordance with the Contractor's commercial best practice to ensure undamaged arrival at destination. Individual shipments exceeding 150 pounds, 108 inches in length, or 130 inches in girth plus length shall be packaged on skidded crates or palletized to allow handling by forklift.
- (b) The exterior container shall be marked (readable from 24 inches): "NOT FOR OUTSIDE STORAGE."

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

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-02 INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996)
52.246-02 INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996) - ALTERNATE I (JUL 1985)
52.246-02 INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996) - ALTERNATE II (JUL 1985)
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)
52.246-06 INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001) - ALTERNATE I (APR 1984)
52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)
52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

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

OTHER CONTRACT CLAUSES IN FULL TEXT

E001 REQUIREMENTS FOR DATA ACCEPTANCE (FINAL DD FORM 250) (MAY 1997)

For agencies without Wide Area Work Flow - Receipt and Acceptance (WAWF-RA) capabilities, the contractor shall prepare and submit a final DD Form 250 on a one-time basis collectively accounting for all completed Exhibit Line/Subline Items which called for submission of the data by letter of transmittal. The DD Form 250 shall include a list and an account of all data submitted by letter of transmittal and approved by the Government at the end of the period of performance.

E004 MATERIAL INSPECTION AND RECEIVING REPORTS - FMS (JAN 1998)

The contractor shall include the following information in Block 16 of the DD Form 250:

FMS Country
Case Identifier
Special Marking Instructions

E006 PAYMENT REQUEST AND RECEIVING REPORT SUBMISSION INSTRUCTIONS (AUG 2006)

(a) Pursuant to DFARS 252.232-7003, Electronic Submission of Payment Requests, use of the Wide Area Work Flow - Receipt and Acceptance (WAWF-RA) system for electronic submission of payment requests and receipt/acceptance documents is mandatory for this award. In accordance with DFARS 252.246-7000, Material Inspection and Receiving Report, use of WAWF-RA fulfills the requirements for submission of DD Form 250s. For those agencies without WAWF capabilities, submission of DD Form 250s is acceptable.

(b) A copy of the receiving report printed from WAWF-RA shall accompany each shipment which requires a DD Form 250/receiving report.

(c) PROCESSING STATUS. Any inquiry as to the processing status of a payment request or receiving report should be made to the following office: "to be cited in each individual task order".

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, or as cited in each individual task order.

ESO-E001 ACCESS TO RECORD, DATA AND FACILITIES (APR 2006)

The contractor shall permit the Contracting Officer (CO) and/or designated representatives access at any reasonable time to all records, data and facilities used in performance of the contemplated services.

ESO-E002 DATA FORMAT, INSPECTION AND ACCEPTANCE (APR 2006)

Inspection and acceptance requirements for data items will be cited in each individual task order, either on separate DD Forms 1423, or incorporated into the deliverables schedule of each task order issued under this contract. The format of data items shall be submitted as cited in each individual 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 each individual task order"
- 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)
52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)
52.247-34 F.O.B. DESTINATION (NOV 1991)

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

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

B. OTHER CONTRACT CLAUSES IN FULL TEXT

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

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

CLIN Number	Ordering Period
1100-1700	Effective Date of Option Period 1 through one (1) year
2100-2700	Effective Date of Option Period 2 through one (1) year
3100-3700	Effective Date of Option Period 3 through one (1) year
4100-4700	Effective Date of Option Period 4 through one (1) year

(b) Task order Option CLINs and period of performance will be cited in each individual task order.

F002 PERIOD OF PERFORMANCE (FEB 1997)

(a) ID/IQ contract ordering period: The ordering period for orders shall be from 31 March 2015 for a three year basic period and four one year option period(s), if exercised.

(b) Task Order Period of Performance: Task Orders may be issued during any of the contract years. The performance period for each task order shall be cited in each individual task order and may extend beyond the expiration date of this ID/IQ contract. Task orders shall be priced according to the applicable year rates for the task orders period of performance.

The total duration of any task orders issued under this basic contract, shall not exceed five (5) years, including all option periods.

The period of performance for any task order shall not exceed more than 3 years beyond the last day of the basic contract ordering period (e.g., a task order issued on the last day of the ordering period of the basic contract could have a 1 year base period and two 1-year option periods).

This Clause was modified by: P00001.

F003 CONTRACT DELIVERIES (FEB 1997)

The following terms, if used within this contract in conjunction with contract delivery requirements (including data deliveries), are hereby defined as follows:

(a) "MAC" and "MARO" mean "months after the effective date for award of the contractual action (as shown in block 3, Section A, SF 26)".

(b) "WARO" means "weeks after the effective date for award of the contractual action".

(c) "DARO" means "days after the effective date for award of the contractual action".

(d) "ASREQ" means "as required". Detailed delivery requirements are then specified elsewhere in Section F.

F004 PROGRAM MILESTONES (DEC 2005)

So that the Government can determine whether or not the Contractor is achieving satisfactory technical progress, certain milestones events during the performance of this contract (including Configuration

Reviews and Audits) are established. These events are referred to as Program Milestones and are set forth below:

Program Milestones	Completion Date
"to be cited in each individual task order"	

F007 SHIPMENT ADDRESS (SEP 1997)

Shipment addresses shall be cited in each individual task order issued under the authority of this contract.

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 2006)

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.

G019 CONTRACTING AND ADMINISTRATIVE AUTHORITY (JUN 2009)

(a) The Procuring Contracting Officer (PCO) is the only person authorized to approve changes or modify the terms of the Schedule or clauses and provisions of Sections B through I of the Application Services Full & Open contract or its attachments and exhibits, including the PWS.

(b) For clarification purposes under this contract, the term PCO is defined as the PCO at AFLCMC/HIK. The term "Contracting Officer" or "CO" refers to warranted procurement officials, within authorized decentralized ordering agencies. 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.
- (2) To issue Contracting Officer's final decisions relating to claims filed under the ID/IQ contract.
- (3) To issue modifications to this ID/IQ contract.

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

(d) Contractual disputes and claims that may arise under a task order must be handled in conformance with the Contract Disputes Act, FAR 52.233-1 and FAR 33.2. The Contracting Officer for a task order shall resolve any disputes or take any action under the contract's basic provisions that apply to their particular task order. Contracting Officers for a particular task order shall defend the government's position in any protest filed with the Agency, GAO or the Court of Claims arising from the fair opportunity competition for a task order. The funds obligated on the order or provided for the award shall be used for any additional government costs to litigate or defend the government position in a claim, appeal of a final decision or defend a protest against award.

(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, use of the NETCENTS-2 Application Services contracts may be available to DoD and other Federal Agencies when any of the following criteria exists:

- (1) related to requirements for interoperability with Air Force capabilities;
- (2) supports Air Force IT infrastructure, applications, or operations;

- (3) supports host-tenant arrangements involving Air Force units; or
- (4) support of joint operations or solutions.

(g) However, the Air Force reserves the right to restrict use of this contract. Additionally, the Air Force reserves the right to deny continued use of this contract by DoD or other Federal Agencies for reasons including, but not limited to, depletion of the remaining value of the contract ceiling or violation of the terms of the contract or User's Guide.

(h) Decentralized ordering authority is granted within the Air Force, and may be granted to DoD and other Federal Agencies on a non-interference basis with Air Force ceiling requirements. No decentralized orders shall be placed by DOD or other Federal Agencies without an assigned NETCENTS-2 PMO control number. Each decentralized ordering agency's Contracting Officer will make all determinations pertaining to individual task orders issued by that agency.

G020 ADMINISTRATIVE MATTERS (JUN 2009)

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

AFLCMC/HIK
Attn: Patrick J. Kennerson, Sr., NETCENTS-2 Application Services PCO
501 East Moore Drive, Bldg 884, Room 1400
MAFB-Gunter Annex, AL 36114

Phone: (334) 416-4606

- (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.

This Clause was modified by: P00001, P00002.

G021 CONTRACT HOLIDAYS (FORMERLY AFMCFARS 5352.237-9002 CONTRACT HOLIDAYS (AFMC) (NOV 2007)) (OCT 2010)

(a) The prices/costs in Section B of 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.

- (b) The following days are contract holidays:

New Year's 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

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: "to be cited in each individual task order"

(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: "to be cited in each individual task order"

B. OTHER CONTRACT CLAUSES IN FULL TEXT

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.

H025 INCORPORATION OF SECTION K (OCT 1998)

Section K, Representations, Certifications, and Other Statements of Offerors, of the solicitation is hereby incorporated by reference.

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:

(a) One copy to: Strategic Communications, AFLCMC BES/HIJI, Bldg 892, Room 210, MAFB-Gunter Annex, AL 36114

(b) One copy to: Contracting Officer, Linda R. Lowmiller, AFLCMC/HIK, 501 East Moore Drive, Bldg 884, Room 1400, Maxwell AFB-Gunter Annex, AL 36114-3004

(c) One copy to: Program Manager, Gena M. Howard, AFLCMC/HICI, 501 East Moore Drive, Bldg 884, Room 1400, Maxwell AFB-Gunter Annex, AL 36114-3004

H047 TRAVEL (FEB 2003)

(a) The contractor employees' may be required to travel within the contiguous United States and overseas. All travel arrangements shall be in accordance with FAR 31.205-46. The contractor employees' 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 or Contracting Officer Representative or as specified in each individual task order. Travel requirements will be identified, proposed, and negotiated in individual task orders on a cost-reimbursement basis under the travel CLINs. The contractor shall be responsible for obtaining any passports or visas and making travel arrangements to and from any OCONUS location.

(b) 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. 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 the below. Use of AMC transportation is subject to availability.

SPECIAL ACCOUNT HANDLING: billing for AMC transportation will be forwarded "to be cited in each individual task order".

(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.

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.

H092 COMMUNICATIONS SECURITY (COMSEC) MONITORING (AUG 2005)

All communications with DoD organizations are subject to Communications Security (COMSEC) review. Contractor personnel will be aware that telecommunications networks are continually subject to interception by unfriendly intelligence organizations. The DoD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from or terminating at DoD organizations. Therefore, civilian contractor personnel are advised that any time they place a call to or receive a call from a USAF organization they are subject to COMSEC procedures. The Contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with official DoD information.

H098 CONTRACTOR USE OF NETCENTS-2 CONTRACT (NOV 2009)

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 services/solutions in the areas of network operations, infrastructure, or application services shall be authorized pursuant to FAR 51.102(c)(5) to place orders on the NETCENTS-2 Products contracts for the purpose of purchasing system components that interface with or are to be integrated into the AF Enterprise network-centric architecture. Only the NETCENTS-2 PCO or other authorized DoD or Federal agency PCO are authorized to approve contractor's use of Netcentric NETCENTS-2 Products contract, as appropriate. Contractors authorized to purchase through the NETCENTS-2 Products contracts shall only purchase products that meet the NETCENTS-2 scope criteria. In addition to the requirements of FAR 51.102(d), the Contracting Officer responsible for these contractors must provide to the NETCENTS-2 Procuring 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-2 and/or AFWAY II Ordering Portal. The NETCENTS-2 Ordering Guide (See H137) 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-2 Contracting Officer.

Approved contractors shall include the following paragraph on such task orders:

This order is placed under written authorization from _____ dated

_____. In the event of any inconsistency between the terms and conditions of this order and those of the NETCENTS-2 Products contracts, the latter will govern.

H100 TECHNICAL DATA AND COMPUTER SOFTWARE (NOV 2009)

- a. IAW DFARS 227.7202-1(a), Government use of Commercial Computer Software and documentation shall be subject to the terms of the Commercial License provided to the public to the extent that the license is consistent with the terms of Federal procurement law (including Federal Fiscal law)-See FAR 12.302(b) for guidance on Federal laws that take precedence over the terms of the commercial software license.
- b. The prime contractor's proposal of particular commercial computer software to meet a Government performance or functional requirement shall be deemed to be a warranty of fitness for a particular purpose and that warranty shall prevail over any disclaimer in the commercial license.
- c. Any non-commercial computer software or computer software documentation or technical data not required to be delivered in performing a task order shall be subject to the DFARS 252.227-7026, Deferred Delivery of Technical Data or Computer Software and DFARS 252.227-7027, Deferred Ordering of Technical Data or Computer Software.

H101 INFORMATION ASSURANCE TRAINING, CERTIFICATION, AND WORKFORCE MANAGEMENT (NOV 2009)

(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).

H102 TEAMING (NOV 2009)

For purposes of this clause, a company is defined as a business entity with its own Taxpayer Identification Number.

1) A company cannot be a prime contract holder and a subcontractor to another prime contract holder within the same multiple award ID/IQ contract pool. A company that is a prime contractor in a Full & Open OR a Small Business Companion contract pool may subcontract to a prime contractor(s) in the opposite contract pool (applies to NetOps Infrastructure and Application Services multiple award ID/IQ contract pools).

2) Companies can be a subcontractor to multiple primes within the same multiple award ID/IQ contract pool provided they are not a prime in that pool.

3) Significant subcontractors, which will only consist of 1st tier subcontractors, used to provide Past Performance Information in proposal submission shall not be substituted after contract award unless approved by NETCENTS-2 Application Services PCO.

H103 ON RAMP (NOV 2009)

The Government intends to establish an awardee pool under the NETCENTS-2 effort. The Government will initially establish the awardee pool by competitively awarding multiple-award IDIQ contracts. Initial awardees of the NETCENTS-2 Application Services Full and Open efforts will be awarded contracts with a base term of three (3) years, plus four one-year options (if exercised). The Government reserves the right to reopen competition at any time during the term of the contract to add additional contractors to the original pool of awardees.

When reopening competition, the Government will advertise via Federal Business Opportunities (FedBizOpps) and conduct a full and open competition to bring the awardee pool up to either the initial awardee pool or a greater number of awardees. Any awardee already in the awardee pool will not re-compete for an awardee pool position. The On-Ramp competitions will use the same evaluation methodology and documentation (updated to reflect changes in regulatory provisions and commercial practices and certifications) as the original competition. Once a new awardee is selected, that awardee will be included in the awardee pool and will compete for future task orders. The ordering period for new contractors being added to the initial awardee pool will coincide with initial awardees ordering period, inclusive of options, but shall not extend the overall term of the contract beyond the original ordering period nor shall it reestablish the contract base period, inclusive of options.

H106 AVOIDANCE OF ORGANIZATIONAL CONFLICT OF INTEREST (NOV 2009)

Pursuant to Air Force Materiel Command FAR Supplement (AFMC FARS) Clause 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AUG 2002), the following additional terms and conditions apply and shall be incorporated in each task order issued under this contract:

1. The parties recognize that the Contractor will play a very visible and responsible role in the fulfillment of a broad and comprehensive spectrum of NETCENTS-2 requirements. This role creates access to information that is not available to the public, which: (1) might give the Contractor an unfair competitive advantage; and/or (2) creates an appearance that the Contractor has an unfair competitive advantage even if no such advantage actually exists. The technical judgment of the Contractor will

influence research, development and test products, and the Contractor may play a key technical review role over other contractors' work. Both the Government and other contractors must have the utmost confidence that acquisitions are fair and that the Contractor's judgment and recommendations are objective, impartial, and independent.

2. In order to prevent: (a) conflicting roles which might bias the Contractor's judgment or objectivity in meeting its duties to the Government under this and any other contract(s) with the Government; (b) an unfair competitive advantage inuring to the Contractor under this or any other contract(s) with the Government; and (c) the appearance of an unfair competitive advantage in any Air Force acquisitions, it is agreed by the parties to this contract that the Contractor shall be restricted in its future contracting with the Government to the extent described below. The Contractor agrees to accept, and pursue to completion, all tasks identified hereunder and to ensure that its parents, subsidiaries, and affiliates do not thereafter enter into contractual agreements as prime contractors or first tier subcontractors which would create a conflict within the meaning of this clause, except as follows:

If performance of a task could cause a conflict of interest within the meaning of this clause with a contract or subcontract held by the Contractor, its parent, subsidiaries or affiliates, which pre-existed the identification of the task to the Contractor, the Contractor must disclose the conflict of interest to the Contracting Officer. If the Contracting Officer confirms that the conflict exists, the parties will consider the alternatives available to eliminate the conflict and mutually resolve it considering the relative burdens created by the prospective solutions.

3. If, when proposing on future task orders under this contract, the Contractor believes that a real or perceived OCI may exist as a result of an award involving unequal access to nonpublic information, the contractor shall submit an OCI Avoidance or Mitigation Plan with its proposal on the task order. If, however, the contractor has performed such tasks as recommending a solution, defining an architecture, preparing complete specifications, reviewing the work statement, budget or cost estimate under a task order on another contract (e.g. Enterprise Integration and Service Management) that would require its subsequent performance of a future task order under this contract, the contractor will be barred from competing for or participating as a prime contractor or subcontractor on that future task order.

4. If the Contractor in the performance of this contract, assists in the preparation of a requirement, or provides information leading directly, predictably and without delay to the preparation of a requirement, it is agreed by the parties that the Contractor's parent companies, subsidiaries, and any organization with which the Contractor is affiliated through an ownership or direct financial interest shall be ineligible to participate in any competition to obtain award of a contract to perform for the Government the work described within said requirements documents.

5. If the Contractor discovers an actual or potential organizational conflict of interest not previously considered or adequately mitigated under this clause, prior to any additional planning, the Contractor shall make a prompt and full disclosure in writing to the Contracting Officer. This report shall include a description of the violation and the actions the Contractor has taken or proposes to take to mitigate and avoid repetition of the violation. The Contractor shall routinely monitor its proposed business development and shall discuss any real or perceived OCI issues with the Contracting Officer and affected customers to proactively resolve and/or mitigate those potential OCI issues. After conducting such further inquiries and discussions as may be necessary, the Contracting Officer and the Contractor shall agree on appropriate corrective action, if any, or the Contracting Officer shall direct such action, subject to the terms of this contract.

6. The Contractor agrees that any organization participating in the performance of this contract shall be bound as though the "Contractor" hereunder. Entities or organizations merely cooperating with the Contractor (e.g., providing information) to enable the Contractor or its agents subcontractors, or affiliates to perform shall not be deemed to be "participating" hereunder. This provision shall be incorporated in a manner to insure that such organizations, and their parents, subsidiaries, and affiliates, shall be so bound in all subcontracts, teaming arrangements, and other agreements calling for the performance of any requirements under this contract.

7. OCI violations are a significant contract performance issue. Violations of this clause may have consequences ranging from award fee decrements, contract termination, suspension and debarment, or other appropriate remedies or administrative actions. This restrictions identified above applies to all work under NETCENTS-2, including classified projects, and shall be in effect until and through award of any development or production contract associated with that requirement.

H111 PASSPORTS, VISAS, LICENSES, AND PERMITS (NOV 2009)

The contractor shall be responsible for timely and complete submittal of the necessary information and forms directly to the appropriate Government Agency for the required passports, visas, licenses, and permits. The contractor shall be responsible for the sponsorship of its employees and their dependents and shall process said permits directly through the appropriate Government Agency, at no additional cost to the Government.

H112 ORDERS INVOLVING PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA (NOV 2009)

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, 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), USD(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.dema.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.

H115 ENTERPRISE SOFTWARE INITIATIVE (ESI) (DEC 2012)

IAW DFARS 208.7402 departments and agencies shall fulfill requirements for commercial software and related services, such as software maintenance, in accordance with the DoD Enterprise Software Initiative (ESI) (see website at <http://www.esi.mil>) and in accordance with acquisition procedures at PGI 208.7403.

The NETCENTS-2 Application Services small business companion task order contracting officer will authorize the contractor to use existing enterprise licenses or place orders against the ESI Blanket Purchase Agreements (BPAs) in order to make up total solutions for task orders issued under this contract. If the required commercial software or related services are not in the DoD inventory, and not on an ESA, the contractor may fulfill the requirement through the NETCENTS-2 Products contract.

H116 MODIFICATION OF DATA REQUIREMENTS (NOV 2009)

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.

H118 CONTRACTOR FURNISHED SOFTWARE UPDATES (NOV 2009)

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.

H120 SECURITY (NOV 2009)

See Section J, Attachment 2 - SECURITY REQUIREMENTS FOR CONTRACTORS REQUIRING ACCESS TO CLASSIFIED INFORMATION and Attachment 3- SECURITY REQUIREMENTS FOR UNCLASSIFIED SERVICES

H133 SMALL BUSINESS SUBCONTRACTING REQUIREMENTS AND INCENTIVES (APPLICABLE ONLY TO LARGE BUSINESS) (MAR 2010)

1. The magnitude of this contract may require many business concerns to team, partner, and/or subcontract with other business concerns (large and small). The Government has set a small business subcontracting requirement of 23% of total obligated dollars for this contract. All prime contractors, other than small business, are required to meet and maintain a 23% small business subcontracting requirement throughout the life of the contract with additional specific requirements for the following categories:

- Small Disadvantaged Business - 5%
- Woman owned Small Business - 5%
- Hub-Zone - 3%
- Service -Disabled Veteran Owned Small Business - 3%
- Veteran Owned Small Business - 3%

2. Significant small business subcontractors used to provide Past Performance Information in proposal submission are considered 1st Tier subcontractors and shall not be substituted after contract award, unless approved by the NETCENTS-2 Application Services PCO.

3. Small Business Subcontracting Plan

a. Data regarding each contractor's small business subcontractor performance will be obtained as follows: after contract award, prime contractors shall report its achievement in meeting small business subcontracting requirements through submission of documentation supporting actual total contract dollars subcontracted to small business concerns. This documentation format shall be in accordance with and submitted as directed in Exhibit A, CDRL A005 semi-annually to the Contracting Officer during Program Management Reviews so that the Government can determine the extent of compliance by the offeror. In accordance with FAR 52.219-09, the contractor shall report semi-annually its achievement in meeting small business subcontracting requirements through submission of the Individual Subcontract Report (ISR) and the Summary Subcontract Report (SSR) using the web-based Electronic Subcontracting Reporting System (eSRS) <<http://www.esrs.gov>>.

b. If it is determined that a prime contractor is not meeting the requirement by the established reporting period, that contractor shall be required to submit a "get well plan" to the AF within 30 calendar days. The "plan" shall set forth the remedial actions the contractor intends to take to meet the requirement within the next 6 months. This "get well plan" must be approved by the PCO.

c. The contractor's performance in failing to meet, meeting, or exceeding proposed small business subcontracting requirements, will be reflected in the annual contract CPARS. In addition, ordering contracting officers may also consider how well the prime is meeting small business subcontracting requirements in task order evaluations.

d. Failure to meet the small business subcontracting requirements of the contract will have a negative impact on the contractor's past performance rating, may negatively affect the contractor's ability to secure future order awards, and may negatively impact the determination of the Government to exercise any options.

4. Small Business Participation Plan

a. The contractor shall submit a Small Business Participation Plan in accordance with Section J, Exhibit B, CDRL B001 which will identify and show your commitment to subcontracting opportunities for each SB sub-category in performance of the NETCENTS-2 Application Services Full and Open contract. The Participation Plan is required whether the offeror utilizes a master subcontracting plan, commercial subcontracting plan, a comprehensive subcontracting plan, or an Individual Subcontracting Plan. The small business participation plan shall be incorporated into the resulting contract.

b. The contractor shall report actual achievement of small business subcontracting results down to the second tier on a monthly basis using Section J, Exhibit B, CDRL B001. Small business participation reporting shall discuss initiatives to assist, promote, and utilize small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), Historically Underutilized Business Zone (HUB Zone) small business, veteran-owned small business (VOSB) and service-disabled veteran-owned small business (SDVOSB), including the use of small businesses in mission critical aspects of the program. This information may be considered in CPARS and other performance reviews. Small business participation will be monitored to ensure the contractor meets the targets set forth in the contractor's Small Business Participation Plan.

H136 THE ROLE OF THE INFORMATION TECHNOLOGY COMMODITY COUNCIL (ITCC) (NOV 2009)

(a) The Air Force has formed an 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.

(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-2 Application and Services Full and Open contracts and other contracts available to the Air Force.

(c) When purchasing items covered by an ITCC strategy, the Contractor shall first be required to review and use (if available) the ITCC's preferred sources of supply and buying standards. The ITCC may compete among NETCENTS-2 contract holders to select enterprise level providers. NETCENTS-2 contract holders selected as the source of supply by the ITCC shall allow all other NETCENTS-2 contract holders to purchase those items off of their catalog in support of orders placed on the NETCENTS-2 contract.

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

(e) The NETCENTS-2 Contractors shall provide the ITCC detailed spending data for all Air Force task/delivery orders placed through the NETCENTS-2 contracts. This spend data will include itemized detail that identifies, at a minimum, MAJCOM, purchaser, item purchased, date 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)

Reliability data for all components shall also be required. Reliability data will include only those products supplied under the NETCENTS-2 contract and must be a detailed listing by serial number.

H137 TASK ORDER RFP PROCEDURES (NOV 2009)

The procedures for selecting Contractors for order awards under this contract are governed by FAR 16.505 and supplements. Unless otherwise specified in a task order (TO) Request for Proposal (RFP), the following defines the process by which fair opportunity will be afforded, how task orders (TOs) will be processed and priced, and how a TO will be awarded.

1. In addition to the Air Force, use of the NETCENTS-2 Application Services Full and Open contracts may be available to DoD and other Federal Agencies when any of the following criteria exists:

- (1) related to requirements for interoperability with Air Force capabilities;
- (2) supports Air Force OT infrastructure, applications, or operations;
- (3) supports host-tenant arrangements involving Air Force units; or
- (4) support of joint operations or solutions.

However, the Air Force reserves the right to restrict use of this contract. Additionally, the Air Force reserves the right to deny continued use of this contract by DoD or other Federal Agencies for reasons

including, but not limited to, depletion of the remaining value of the contract ceiling or violation of the terms of the contract or User's Guide.

2. Decentralized ordering authority is granted within the Air Force, and may be granted to DoD and other Federal Agencies on a non-interference basis with Air Force ceiling requirements. No decentralized orders shall be placed by DoD and other Federal Agencies without an assigned NETCENTS-2 PMO control number.

3. For this contract, the designated task order ombudsman is as designated in AFFARS clause 5352.201-9101. The task order ombudsman is responsible for reviewing complaints from multiple award contractors and ensuring that all of the contractors are afforded a fair opportunity to be considered for task orders in excess of \$3,000 consistent with procedures in the contract. However, it is not within the designated task order contract ombudsman's authority to prevent the issuance of an order or disturb an existing order. This clause does not guarantee the contractor issuance of any task order above the minimum guarantee(s) stated in Section B, B061, Contract Maximum and Contract Minimum Guarantee.

4. Contractors providing Solutions through this contract shall purchase products from the NETCENTS-2 Netcentric Products contract in accordance with Section J, Attachment 1, Para 4.1 and as authorized in clause H098. All such quotes received shall be included in the proposal submission and priced under the ODC CLINs.

5. The Application Services Category has a set of Full and Open contracts as well as a separate set of contracts for small business concerns hereinafter referred to as "Companion Contract". A "Companion Contract" is a separate set of contracts for small business concerns with the same scope of coverage as the full and open contracts. These procedures apply when determining which contracts in which to compete task order RFPs - Full and Open Contracts vs Small Business Companion Contracts.

a) Each acquisition of services that has an anticipated dollar value exceeding \$3,000, but not over \$150,000 shall be competed in the Application Services Small Business Companion Contracts pool of awardees unless the task order contracting officer determines there is not a reasonable expectation of obtaining offers from two or more small business concerns that are competitive in terms of market prices, quality and delivery. If a task order is competed in the Application Services Small Business Companion contract pool of awardees and the task order contracting officer receives no offers, or no acceptable offers from a small business companion contract ID/IQ awardee, the RFP shall be withdrawn and the requirement, if still valid, shall be resolicited in the Application Services Full and Open pool of ID/IQ contracts awardees.

b) For orders exceeding \$150,000 the task order Contracting Officer should conduct market research to determine whether or not there is a reasonable expectation of receiving offers from at least two small business companion contractors. If market research reveals that at least two small businesses in the Small Business Companion contract are capable of performing the work, the task order should be competed in the Application Services Small Business Companion contract pool of awardees. If a task order is competed in the Application Services Small Business Companion contract pool of awardees and the task order contracting officer receives no offers, or no acceptable offers from a small business companion contract ID/IQ awardee, the RFP shall be withdrawn and the requirement, if still valid, shall be resolicited in the Application Services Full and Open pool of ID/IQ contracts awardees.

6. Fair Opportunity Process.

a) Each task order RFP will be provided to each of the prime contractors via AFWAY or AFWAY II. All holders of ID/IQ contracts are encouraged to compete for Application Services Task Orders. Each prime contractor shall evaluate the opportunity and determine whether or not to submit a proposal.

b) The RFP (unless the contracting officer determines that an exception to fair opportunity procedures applies) will include, at a minimum, the following information:

- (i) Tracking Number (AFWAY / AFWAY II assigns a tracking number to each RFP)
 - (ii) Date of Announcement
 - (iii) End User Customer Agency and the Contracting Officer's Technical Representative
- (COTR)
- (iv) Technical requirements package
 - (v) Performance Work Statement (PWS) or Statement of Work (SOW) or Statement of Objectives (SOO)
- Objectives (SOO)
- (vi) CDRL package
 - (vii) Anticipated Contract Type
 - (viii) Contracting Agency POC Name Phone Number and Fax (CO and Contract Specialist)
- (ix) E-mail Address/Mailing Address or Fax Number
 - (x) Proposal Due Date
 - (xi) Best value evaluation criteria

c) Fair Opportunity Exceptions.

One or more TOs may be issued during the ordering period of this contract. In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b), the CO will provide all awardees a "fair opportunity" to be considered for each order in excess of \$3,000 unless one of the conditions below applies.

(i) The agency need for the services is so urgent that providing a fair opportunity would result in unacceptable delays;

(ii) Only one awardee is capable of providing the services required at the level of quality required because the services ordered are unique or highly specialized;

(iii) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all multi-awardees were given a fair opportunity to be considered for the original order.

For actions considered to be a fair opportunity exception, the justification approval levels shall be consistent with AFFARS MP306.304.

7. Selection Criteria for Awarding Task Order.

The Government will award to the offeror whose proposal is deemed most advantageous to the Government based upon an integrated assessment using the evaluation criteria. The Government will evaluate proposals against established selection criteria specified in the task order RFP. Generally, the Government's award decision will be based on selection criteria which addresses past performance, technical acceptability, proposal risk and cost. Among other sources, evaluation of past performance may be based on past performance assessments provided by TO Program Managers on individual task orders performed throughout the life of the contract. The order of importance for the factors will be identified in the RFP for the specified task order.

8. Proposal Process.

a) The CO will issue a task order RFP to all prime contractors, unless a fair opportunity exception exists. The RFP will include a due date for proposal submission and either a Statement of Objectives SOO and/or PWS that will include a detailed description of work to be accomplished, a listing of the deliverables required and any additional data, as appropriate. The RFP will also include specific instructions for the submission of proposals. If oral proposals are to be used in lieu of or in conjunction with written proposals the RFP will specify such.

b) The amount of time for proposal submission will be based on the complexity and urgency of the requirement and will be stated in individual task orders. However, more or less time may be allowed

based on the individual TO requirement. The due date will be set forth in each RFP. If unable to perform a requirement, contractors shall submit a "no proposal" reply in response to the proposal request. All "no proposal" responses shall include a brief statement as to why the contractor is unable to perform, e.g. conflict of interest.

(i) Technical Proposals. Technical proposal information will be streamlined, e.g., the Government anticipates written proposals consisting of thirty (30) pages or less stating compliance or exception to requirements, risks, assumptions and conflict of interest issues. Proposals shall not merely restate PWS/SOO requirements. Written technical proposals shall normally address:

- * Technical Approach and descriptive narrative of the contractor's understanding of the requested effort
- * PWS in response to a SOO
- * Integrated Master Plan (if applicable)
- * Integrated Master Schedule (if applicable)
- * Key Personnel Assigned
- * Quantities/Hours of Personnel by Labor Categories and narrative justification (if applicable)
- * Other Direct Costs (ODCs) (materials and supplies, travel, training, etc.(quantities and types only))
- * Period of Performance
- * Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI)
- * Security (including clearance level)
- * Teaming Arrangement (including subcontracting; identify new ACAs)
- * Small Business Plan (if a large business)
- * Other Pertinent Data, such as assumptions made.

(ii) Cost Proposals. A written cost proposal will always be required for cost orders, and may be required for orders that are fixed price. This part of the proposal shall include detailed cost/price amounts of all resources required to accomplish the task, (i.e. labor hours, rates, travel, incidental equipment, etc.). The level of detail required shall be primarily based on the contract type planned for use, as further discussed below. The below instructions may normally be the ones which apply to task order proposals, however, these instructions may be tailored in individual RFPs, if so desired by the Government. Cost/price proposals shall include, as a minimum, a complete Contractor Work Breakdown Structure (CWBS), which coincides with the detailed technical approach; and provides proposed labor categories, hours, wage rates, direct/indirect rates, ODCs and fee. Cost-reimbursement proposals shall be submitted in accordance with FAR 52.215-21 - Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data.

(iii) Labor Hour. The proposal shall identify labor categories, rate and the number of hours required for performance of the task. The proposal must identify and justify use of all non-labor cost elements. It must also identify any GFE and/or GFI required for task performance. To ensure proper use of the Labor Hour (LH) contract type, the Government has established a 10% cap on the usage of the Labor Hour CLINs (CLIN 0300, 1300, 2300, 3300, 4300).

(iv) Price Proposal. Information other than cost and pricing data maybe required at the task order level for fixed price orders. No detailed price information will be submitted if not required by the task order.

(v) Other Relevant Information. This information shall always be in writing and shall address other relevant information as required by the contract or requested by the RFP. For example, in accordance with Section H, H106, Avoidance of Organizational Conflicts of Interest, identifying any situation in which the potential for a conflict of interest exists. If travel is specified in the TO PWS or statement of work, air fare and/or local mileage, per diem rates by total days, number of trips and number of contractor employees traveling shall be included in the cost proposal (see clause H047).

(vi) Clarification of Proposals. Evaluations will be in accordance with the selection criteria set forth in the proposal request. Upon completion of evaluations, the CO will issue a task order to the contractor whose proposal provides the best value to the Government.

(vii) Proposal Preparation. The contractor shall assume all costs associated with preparation of proposals for task order awards under the proposal process as an indirect charge (B&P costs). The Government will not reimburse awardees for proposals as a direct charge.

9. Resolution of Issues. In the event issues pertaining to a proposed TO/DO solicitation cannot be resolved to the satisfaction of the CO, the CO reserves the right to withdraw and cancel the proposed TO/DO solicitation. In such event, the contractor shall be notified in writing of the CO's decision. This decision is final and conclusive and shall not be subject to the "Disputes" clause or the "Contract Disputes Act."

10. Task Order Issuance. Awarded task orders may be issued by e-mail, regular mail or facsimile using a DD Form 1155 (Order for Supplies and Services) or SF1449 (Solicitation/Contract/Order for Commercial Items). TOs may also be distributed via the DOD Electronic Document Access application. It is anticipated that all awarded TOs will be issued electronically. If mailed, a TO is considered "issued" when the Government deposits the order in the mail.

11. Unauthorized Work. The contractor is not authorized at any time to commence task order performance prior to issuance of a signed TO or other written approval provided by the CO to begin work.

12. Task Order Funding Restrictions. No unfunded TOs are allowed; TOs may be incrementally funded in accordance with FAR and other agency funding restrictions.

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.

In accordance with section 1427(b) of Public Law 108-136 a protest is not authorized in connection with the issuance or proposed issuance of an individual TO except a protest on the grounds that the order increases the scope, period, or maximum value of the contract under which the order is issued; or a protest of an order valued in excess of \$10 million. Protests of orders in excess of \$10 million may only be filed with the Government Accountability Office, in accordance with the procedures at FAR 33.104.

H138 INCORPORATION OF LABOR CATEGORIES AND MAXIMUM LABOR RATES (NOV 2009)

Successful offerors Labor Categories and Maximum Labor Rates will be incorporated in the resultant contract as Attachment 5 in Section J and shall be valid for the life of the contract.

Applicable to following Labor Hour Line Items: 0300, 1300, 2300, 3300, 4300

H139 SMALL BUSINESS GRADUATE TRANSITION (NOV 2009)

This clause is being included in the Application Services Full and Open contracts for informational purposes only.

1. The NETCENTS-2 Application Services Solutions requirements have been divided between two contracting pools. One is a set of unrestricted multiple-award ID/IQ contracts; the other is a set of multiple-award ID/IQ companion contracts exclusively for small business concerns to compete for task orders under the set-aside provisions of FAR Part 19.

2. In order to encourage growth and incentivize good performance, the Government has established an opportunity for the small business companion contractors that are unable to recertify as a small business concern based solely on internal growth to transition into the unrestricted multiple-award ID/IQ contract pool provided they meet certain criteria defined in Exhibit B, CDRL B001 and Section H, clause H140. The opportunity to transition is not applicable to small business companion contractors unable to recertify as a small business concern because of a merger, acquisition, or any circumstance that requires the execution of a novation agreement under FAR Subpart 42.12; however those contractors may compete for award in the unrestricted multiple-award ID/IQ contract pool via the On Ramp provision under clause H103. This graduate transition opportunity will occur at the end of Option Years 2 and 3. The Government's decision on adding former small businesses to the unrestricted multiple-award ID/IQ contract pool is final and conclusive and shall not be subject to the "Disputes" clause or the "Contract Disputes Act."

3. The award of Reserve CLINs 3100 - 3700 and/or 4100 - 4700, which permits a former small business concern to compete in the unrestricted multiple-award ID/IQ contracting pool, shall not have any effect on any On Ramp competition conducted under clause H103. The number of former small business concerns that are added to the pool of unrestricted multiple-award ID/IQ contract holders under the terms and conditions of this clause, if any, shall be in addition to the number of awardees that resulted from the initial competition for unrestricted multiple-award ID/IQ contracts. No offeror under the initial competition or an On Ramp competition for unrestricted multiple-award ID/IQ contracts will be prejudiced by the provisions of this clause, which are designed solely to enable the growth of small business concerns.

4. The award of the reserve CLINs to former small business concerns will result in the following clauses being added to the former small business concern existing contract:

Federal Acquisition Regulation (FAR)

- 52.219-9 -- Small Business Subcontracting Plan.
- 52.219-8 -- Utilization of Small Business Concerns
- 52.219-16 -- Liquidated Damages -- Subcontracting Plan
- 52.230-1 -- Cost Accounting Standards Notices and Certification
- 52.230-2 -- Cost Accounting Standards.
- 52.230-3 -- Disclosure and Consistency of Cost Accounting Practices
- 52.230-6 -- Administration of Cost Accounting Standards
- 52.230-7 -- Proposal Disclosure-Cost Accounting Practice Changes

Defense Federal Acquisition Regulation System (DFARS)

252.219-7003 Small Business Subcontracting Plan (DoD Contracts).

H133 SMALL BUSINESS SUBCONTRACTING REQUIREMENTS AND INCENTIVES
(APPLICABLE TO LARGE BUSINESSES ONLY) (MAR 2010)

H144 INCORPORATION OF SUBCONTRACTING PLAN (FORMERLY AFMCFARS 5352.219-9000 INCORPORATION OF SUBCONTRACTING PLAN (AFMC) (OCT 2008)) (OCT 2010)

1. The magnitude of this contract may require many business concerns to team, partner, and/or subcontract with other business concerns (large and small). The Government has set a small business subcontracting requirement of 23% of total obligated dollars for this contract. All prime contractors, other than small business, are required to meet and maintain a 23% small business subcontracting requirement throughout the life of the contract with additional specific requirements for the following categories:

- Small Disadvantaged Business - 5%
- Woman owned Small Business - 5%
- Hub-Zone - 3%
- Service -Disabled Veteran Owned Small Business - 3%
- Veteran Owned Small Business - 3%

2. Significant small business subcontractors used to provide Past Performance Information in proposal submission are considered 1st Tier subcontractors and shall not be substituted after contract award unless approved by NETCENTS-2 Application Services PCO.

3. Small Business Subcontracting Plan

a. Data regarding each contractor's small business subcontractor performance will be obtained as follows: after contract award, prime contractors shall report its achievement in meeting small business subcontracting requirements through submission of documentation supporting actual total contract dollars subcontracted to small business concerns. This documentation format shall be in accordance with and submitted as directed in Exhibit B, CDRL B002 semi-annually to the Contracting Officer during Program Management Reviews so that the Government can determine the extent of compliance by the offeror. In accordance with FAR 52.219-09, the contractor shall report semi-annually its achievement in meeting small business subcontracting requirements through submission of the Individual Subcontract Report (ISR) and the Summary Subcontract Report (SSR) using the web-based Electronic Subcontracting Reporting System (eSRS) <<http://www.esrs.gov>>.

b. If it is determined that a prime contractor is not meeting the requirement by the established reporting period, that contractor shall be required to submit a "get well plan" to the AF within 30 calendar days. The "plan" shall set forth the remedial actions the contractor intends to take to meet the requirement within the next 6 months. This "get well plan" must be approved by the PCO.

c. The contractor's performance in failing to meet, meeting, or exceeding proposed small business subcontracting requirements, will be reflected in the annual contract CPARS. In addition, ordering contracting officers may also consider how well the prime is meeting small business subcontracting requirements in task order evaluations.

d. Failure to meet the small business subcontracting requirements of the contract will have a negative impact on the contractor's past performance rating, may negatively affect the contractor's ability to secure future order awards, and may negatively impact the determination of the Government to exercise any options.

4. Small Business Participation Plan

a. The contractor shall submit a Small Business Participation Plan, using the format provided with Section J, Exhibit B, CDRL B001 which will identify and show your commitment to subcontracting opportunities for each SB sub-category in performance of the NETCENTS-2 Application Services Full and Open contract. The Participation Plan is required whether the offeror utilizes a master subcontracting plan, commercial subcontracting plan, a comprehensive subcontracting plan, or an Individual Subcontracting Plan. The small business participation plan shall be incorporated into the resulting contract.

b. The contractor shall report actual achievement of small business subcontracting results down to the third tier on a monthly basis using Section J, Exhibit B, CDRL B001. Small business participation reporting shall discuss initiatives to assist, promote, and utilize small business (SB), small disadvantaged business (SDB), women-owned small business (WOSB), Historically Underutilized Business Zone (HUB Zone) small business, veteran-owned small business (VOSB) and service disabled veteran-owned small business (SDVOSB), including the use of small businesses in mission critical aspects of the program. This information may be considered in CPARS and other performance reviews. Small business participation will be monitored to ensure the contractor meets the targets set forth in the contractor's Small Business Participation Plan.

**H140 SPECIAL PROVISIONS FOR SMALL BUSINESS COMPANION CONTRACT AWARDEES
(NOV 2009)**

This clause is being included in the Application Services Full and Open contracts for informational purposes only.

1. In order to encourage growth and incentivize good performance, the Government has established the opportunity for small business companion contractors to transition into the unrestricted multiple-award ID/IQ contract pool for Application Services requirements.

a. Small business companion contractors unable to recertify as a small business concern because of a merger, acquisition, or any circumstance that requires the execution of a novation agreement under FAR Subpart 42.12 are NOT eligible for consideration of award under Reserve CLINs 3100-3700 and CLINs 4100-4700.

b. Small business contractors that are unable to recertify as a small business concern based solely on internal growth are eligible for consideration of award under Reserve CLINs 3100-3700 and/or Option CLINs 4100-4700.

2. To be considered for award under Reserve CLINs 3100-3700, eligible small business companion contractors must submit data in accordance with Exhibit B, CDRL B001 180 days prior to end of Option Year 2.

3. Small business companion contractors unable to recertify as a small business concern at the end of Option Year 3, may elect to be considered for award under Reserve CLINs 4100-4700, and submit data in accordance with Exhibit B, CDRL B001 180 days prior to end of Option Year 3. Any small business companion contract holder already in the unrestricted pool will not be required to resubmit data for Reserve CLINs 4100-4700, if exercised.

4. Once a small business companion contract holder transitions, that contractor will only compete for task orders in the unrestricted pool of awardees. The ordering period for small business companion contractors being added to the unrestricted pool will coincide with the unrestricted pool's period of performance, inclusive of options, but shall not extend the overall term of the contract beyond the original performance period nor shall it reestablish the contract base period, inclusive of options.

5. IAW clause H102, once a small business companion contract holder transitions and the reserve CLINs are awarded, the contractor shall not participate as a subcontractor on any prime contractor's team in the unrestricted multiple-award ID/IQ contract pool for Application Services on any future task order awards.

6. If small business companion contract holders elect to submit proposals IAW Exhibit B, CDRL B001, and the Government determines that the data submitted with the CDRL is acceptable based on the terms specified below, and the Government exercises the Option Period 3 "SB Graduate Reserve CLINs" (CLINs 3100-3700); and/or Option Period 4 "SB Graduate Reserve CLINs" (CLINs 4100-4700) in the unrestricted pool, the Government will not exercise the corresponding Option CLINs (3010-3070 and/or 4010-4070) in the Small Business Companion Contract.

7. The Government will perform an integrated assessment of the data submitted under Exhibit B, CDRL B001. At a minimum, the contractor must meet the following criteria:

a. TECHNICAL:

Quality Processes (This section may be updated to reflect changes in regulatory provisions and commercial practices and certifications): The prime contractor shall provide proof of certification (copy of certificate with initial proposal submission) of being appraised at Level 3 (or higher) for Capability Maturity Model (CMM), Capability Maturity Model Integration (CMMI), or CMMI Development using the Software Engineering Institute's (SEI) Standard CMMI Appraisal Method for Process Improvement (SCAMPI)

(Method A) by an SEI-authorized lead appraiser. This certification must be held at the prime offeror's organizational level performing the contract.

b. PAST PERFORMANCE:

The Government will evaluate the contractor's performance on the NETCENTS-2 Orders provided in Exhibit B, CDRL B001. The PCO will determine the quality of the work performed based on an integrated assessment of data obtained in the Contractor Performance Assessment Reporting Systems (CPARS) and information obtained from Defense Contract Management Agency (DCMA) channels, interviews with customers, program managers and/or contracting officers for NETCENTS-2 task orders. Based on the contractor performance records above, the PCO will determine if there is an expectation that the contractor will successfully perform the required efforts under the unrestricted Application Services contract.

8. In addition to assessment of the above criteria, the Government will:

a. Verify contractor has an approved Cost Accounting System (CAS)

b. Review contractor's Small Business Participation Plan and Subcontracting Plan for acceptability (Exhibit B, CDRL B001)

c. Review an updated copy of online Representations and Certifications in clause 52.204-08, or electronically via the Online Representations and certifications Application (ORCA) website.

9. If not in the Government's best interest, the Government reserves the right to not transition a small business companion contract holder into the unrestricted multiple-award ID/IQ contract pool. The Government's decision to exercise Reserve CLINs 3100-3700 and/or CLINs 4100-4700 is final and conclusive and shall not be subject to the "Disputes" clause or the "Contract Disputes Act."

H141 ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS (FORMERLY AFMCFARS 5352.215-9008 ENABLING CLAUSE BETWEEN PRIME CONTRACTORS AND SERVICE CONTRACTORS (AFMC) (JUL 1997)) (OCT 2010)

(a) The Air Force has entered into contracts with (Manpower Support Services Contractor's Name "to be cited in each individual task order") for services to provide (Major Support Areas (Such as Technical Evaluation and Acquisition Management Support) "to be cited in each individual task order").

(b) Service tasks involve the application of a broad range of education, skills, knowledge, and experience in many disciplines in support of weapon system acquisition tasks. Tasks involve (Applicable Task Detail "to be cited in each individual task order").

(c) In the performance of this contract, the Contractor agrees to cooperate with (Manpower Support Services Contractor's Name "to be cited in each individual task order") by: (Areas for Cooperation: "to be cited in each individual task order") (examples: responding to invitations from authorized personnel to attend meetings; providing access to technical information and research, development and planning data, test data and results, schedule and milestone data, financial data including the Contractor's cost/schedule management system/records and accounting system, all in original form or reproduced; discussing technical matters related to the program; providing access to Contractor facilities utilized in the performance of this contract; and allowing observation of technical activities by appropriate support Contractor technical personnel).

(d) The Contractor further agrees to include in each subcontract over \$1 million or 10 percent of prime contract value, whichever is less, a clause requiring compliance by a subcontractor and succeeding levels of subcontractors with the response and access provisions of paragraph (c) above, subject to coordination with the Contractor. This agreement does not relieve the Contractor of responsibility to manage subcontracts effectively and efficiently, nor is it intended to establish privity of contracts between the government or the service Contractor(s) and such subcontractors.

(e) Service Contractor personnel are not authorized to direct a Contractor in any manner.

(f) Service contracts contain an organizational conflict of interest clause that requires the service Contractors to protect the data and prohibits the service Contractors from using the data for any purpose other than that for which the data was presented.

(g) Neither the Contractor nor their subcontractors shall be required in the satisfaction of the requirements of this clause to perform any effort or supply any documentation not otherwise required by their contract or subcontract.

H142 AWARD FEE (FORMERLY AFMCFARS 5352.216-9003 AWARD FEE (AFMC) (OCT 2008)) (OCT 2010)

(a) In addition to the profit/fee set forth elsewhere in the contract, the Contractor may earn a total award fee amount of up to _____| (dollar amount "to be cited in each individual task order")| on the basis of performance during the evaluation periods.

(b) Monitoring of Performance. The Contractor's performance will be continually monitored by the performance monitors whose findings are reported to the Award Fee Review Board (AFRB). The AFRB recommends an award fee to the Fee Determining Official (FDO) who makes the final decision of the award fee amount paid based on the Contractor's performance during the award fee evaluation period.

(c) Award Fee Plan. The evaluation criteria and associated grades are specified in the award fee plan. The evaluation periods with the associated award fee pool amounts and performance criteria with associated percentages of available award fee are also specified in the award fee plan. Upon contract award, the Contractor will be provided the FDO-approved award fee plan.

(d) Modification of Award Fee Plan. Unilateral changes may be made to the award fee plan if the Contractor is provided written notification by the Contracting Officer before the start of the upcoming evaluation period. Changes affecting the current evaluation period must be by bilateral agreement.

(e) Self-Evaluation. The Contractor may submit to the Contracting Officer, within five (5) working days after the end of each award fee evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall not exceed _____(number of pages "to be cited in each individual task order") pages. This self-evaluation will be used in the AFRB's evaluation of the Contractor's performance during this period.

(f) Determination and Methodology. The determination and methodology for determining the award-fee amount are unilateral decisions made solely at the discretion of the Government.

(g) Award Fee Payment.

(1) Award fee is not subject to the allowable cost, and payment or termination clauses of this contract.

(2) The Contractor may bill for the award fee immediately upon receipt of the contract modification authorizing payment of the provisional or earned award fee amount.

H143 ASSOCIATE CONTRACTOR AGREEMENTS (ACAS) (FORMERLY AFMCFARS 5352.217-9010 ASSOCIATE CONTRACTOR AGREEMENTS (ACAS) (AFMC) (OCT 2008)) (OCT 2010)

(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. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the integration of the NETCENTS-2 Program 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
(Associate Contractors, Address and Program/Contract(s) are "to be cited in each individual task order")

**H144 INCORPORATION OF SUBCONTRACTING PLAN (FORMERLY AFMCFARS 5352.219-9000
INCORPORATION OF SUBCONTRACTING PLAN (AFMC) (OCT 2008)) (OCT 2010)**

In accordance with FAR 52.219-9, Small Business Subcontracting Plan, the subcontracting plan contained in the offerors proposal in response to solicitation FA8771-09-R-0020 dated 4 November 2010 is incorporated herein by reference.

**H145 ADVANCE CHANGE ADJUSTMENT AGREEMENTS (FORMERLY AFMCFARS 5352.243-9001
ADVANCE CHANGE ADJUSTMENT AGREEMENTS (AFMC) (OCT 2008)) (OCT 2010)**

- (a) Purpose. Establish 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 \$3,000.00 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 \$3,000.00 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 provision, 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 provision; (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."

**H146 GOVERNMENT-FURNISHED PROPERTY/CONTRACTOR REQUISITIONING (FORMERLY
AFMCFARS 5352.245-9001 GOVERNMENT-FURNISHED PROPERTY/CONTRACTOR
REQUISITIONING (AFMC) (JUL 1997)) (OCT 2010)**

Pursuant to the Government Property clause herein, the Government shall furnish the item(s) of material or property listed below as Government-Furnished Property (GFP) to the Contractor for use in performance of this contract. Requisitioning documentation for the GFP will be prepared by the Contractor. The Contractor shall submit written requisitions, in accordance with DoD 4000.25-1-M, Military Standard Requisitioning and Issue Procedures (MILSTRIP).
ITEM NR NSN NOUN PART NO QTY

List Government Furnished Property by Item Number, NSN, Noun, Part Number and Quantity "to be cited in each individual task order"

H147 MAINTENANCE OF GOVERNMENT-FURNISHED PROPERTY (FORMERLY AFMCFARS 5352.245-9002 MAINTENANCE OF GOVERNMENT-FURNISHED PROPERTY (AFMC) (JUL 1997)) (OCT 2010)

(a) The Contractor shall maintain the following items of GFP while in its possession and is authorized to use the MILSTRIP system to requisition parts from DoD supply sources in accordance with DoD 4000.25-1-M, Military Standard Requisitioning and Issue Procedures (MILSTRIP), in order to provide such maintenance:

(Items of GFP to be maintained by the contractor: "to be cited in each individual task order")

(b) The Contractor's authorization to use the MILSTRIP system shall terminate on (Date MILSTRIP Authorization Terminates "to be cited in each individual task order"). The Contractor shall requisition only those items which have been identified in the contract by the National Stock Number level that's necessary for performance of this contract. When the contractor has excess items these item shall be placed in the Plant Clearance Automated Reutilization Screening System (PCARSS) to obtain disposition instructions. If the excess items are required by the owning agencies a requisition will be processed to claim the item. These items shall be returned using normal MILSTRIP return procedures unless other instructions are provided by the Government.

(c) The Contractor shall enter (Project Code "to be cited in each individual task order") as the project code in record positions 57-59 on DD Form 1348, DoD Single Line Item Requisition System Document, for all MILSTRIP requisitions submitted in support of this contract. In addition, the following fields shall be completed as follows: in record positions 30-35, enter the assigned Contractor DODAAC in record positions 45-50 of the DD Form 1348 as follows, enter a "Y" in record position 45, the last digit of the contract year in record position 46 and the last four characters of the contract number in record positions 47-50 (if this field is already filled, use record positions 71-76 or, alternately, the "REMARKS" section of the DD Form 1348); enter (Advice Code "to be cited in each individual task order") as the advice code in record positions 65-66; (Signal Code "to be cited in each individual task order") as the signal code in record position 51; and (Fund Code "to be cited in each individual task order") as the fund code in record positions 52-53. The Contractor shall use Requisition Priority Designators as assigned by the Contract Management Office (CMO) for each MILSTRIP requisition submitted.

(d) The Contractor shall submit all MILSTRIP requisitions to the CMO representative at the Contractor's plant. The CMO will approve or reject the Contractor's MILSTRIP requisition.

(e) The Contractor may flow-down authorizations to use the MILSTRIP system to subcontractors(s) but only after prior written approval of the Contracting Officer, where upon the same requirements and restrictions contained in this contract will apply to the subcontractor(s).

(f) Additional guidance may be found in AFMAN 23-110, Volume I, Part 1.

(g) Rejected or unavailable requisitioned items shall be added to Contractor-furnished items, in which event the Contractor shall promptly notify the Contracting Officer and the contract price, as appropriate, shall be subject to equitable adjustment.

H148 BASE SUPPORT (FORMERLY AFMCFARS 5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997) - ALTERNATE I (JUL 1997) - ALTERNATE II (JUL 1997)) (OCT 2010)

Base support shall be provided by the Government to the Contractor in accordance with this provision. Failure by the Contractor to comply with the requirements of this provision 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 provision, 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 provision, 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 provision. Additionally, the Contractor (or authorized representative) shall not purchase, or otherwise furnish any base support requirement provided by the provision (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 (List of Installations "to be cited in each individual task order.")

(f) The Government support to be furnished under this contract is (List of support items "to be cited in each individual 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 provision.

Applies to Labor-Hour CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.

ALTERNATE I (FORMERLY AFMCFARS 5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997) - ALTERNATE I (JUL 1997))

(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 (FORMERLY AFMCFARS 5352.245-9004 BASE SUPPORT (AFMC) (JUL 1997) - ALTERNATE II (JUL 1997))

(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.

H149 RENT-FREE USE OF GOVERNMENT-OWNED PROPERTY (FORMERLY AFMCFARS 5352.245-9012 RENT-FREE USE OF GOVERNMENT-OWNED PROPERTY (AFMC) (OCT 2008)) (OCT 2010)

The Contractor is authorized to use in the performance of this contract on a rent-free, noninterference basis the Government-owned property identified below, made available during the periods set forth below.

ITEM PERIOD AVAILABLE

List Item and period available: "to be cited in each individual task order"

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.3100; Issued: 6/8/2015; FAR: FAC 2005-82; DFAR: DPN 20150420; DL.: DL 98-021; Class Deviations: CD 2015-00014; AFFAR: 2002 Edition; AFAC: AFAC 2015-0406; 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 (NOV 2013)
- 52.203-03 GRATUITIES (APR 1984)
- 52.203-05 COVENANT AGAINST CONTINGENT FEES (MAY 2014)
- 52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- 52.203-07 ANTI-KICKBACK PROCEDURES (MAY 2014)
- 52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
- 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)
Para (b)(3). CO inserts info for obtaining posters. 'CO inserts info for obtaining posters. "to be cited in each individual task order"
- 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)
- 52.204-02 SECURITY REQUIREMENTS (AUG 1996)
- 52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
- 52.204-09 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2013)
- 52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)
- 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)
- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
- 52.211-05 MATERIAL REQUIREMENTS (AUG 2000)
- 52.215-02 AUDIT AND RECORDS -- NEGOTIATION (OCT 2010)
- 52.215-02 AUDIT AND RECORDS -- NEGOTIATION (OCT 2010) - ALTERNATE I (MAR 2009)
- 52.215-08 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)
- 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011)
- 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA-- MODIFICATIONS (AUG 2011)
- 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
- 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)
- 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

- 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010)
- 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) - ALTERNATE I (OCT 2010)
Alt I, Para (b)(1), The Contractor shall submit cost or pricing data and supporting attachments prepared in the following format: "to be cited in each individual task order"
- 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) - ALTERNATE II (OCT 1997)
- 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) - ALTERNATE III (OCT 1997)
Alt III, Para (c), Submit the cost portion of the proposal via the following electronic media: "to be cited in each individual task order"
- 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) - ALTERNATE IV (OCT 2010)
Alt IV, (b), Description of the information and the format that are required: "to be cited in each individual task order"
- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
- 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) - ALTERNATE I (OCT 2009)
- 52.216-07 ALLOWABLE COST AND PAYMENT (JUN 2013)
- 52.216-08 FIXED FEE (JUN 2011)
- 52.216-10 INCENTIVE FEE (JUN 2011)
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 cited in each individual 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 cited in each individual task order"
Para (e)(1), Percent is "to be cited in each individual task order"
Para (e)(1) Percentage is "to be cited in each individual task order"
- 52.216-16 INCENTIVE PRICE REVISION -- FIRM TARGET (OCT 1997)
Para (a), Line Item numbers: "to be cited in each individual task order"
Para (a), In no event shall the total final price of these items exceed the ceiling price of: "to be cited in each individual task order"
Para (c)(1), Number of days: 'Number of days: "to be cited in each individual task order"
Para (d)(2)(ii), Percent: 'Percent: "to be cited in each individual task order"
Para (d)(2)(iii), Percent: 'Percent: "to be cited in each individual task order"
- 52.216-16 INCENTIVE PRICE REVISION -- FIRM TARGET (OCT 1997) - ALTERNATE I (APR 1984)
Para (a), Line Item numbers 'Line Item numbers "to be cited in each individual task order"
Para (a), In no event shall the total final price of these items exceed the ceiling price of: "to be cited in each individual task order"
Para (c)(1), Number of days: 'Number of days: "to be cited in each individual task order"
Para (d)(2)(ii), Percent: 'Percent: "to be cited in each individual task order"
Para (d)(2)(iii), Percent: 'Percent: "to be cited in each individual task order"
- 52.216-17 INCENTIVE PRICE REVISION -- SUCCESSIVE TARGETS (OCT 1997)
Para (a) Line Item numbers 'Line Item numbers 'CLIN 0100, 1100, 2100, 3100, 4100"
Para (a) Ceiling Price 'Ceiling Price "to be cited in each individual task order"
Para (a) Initial Target Profit 'Initial Target Profit "to be cited in each individual task order"
Para (c)(1) Number of Days 'Number of days "to be cited in each individual task order"

	Para (c)(1) Degree of completion 'Degree of completion "to be cited in each individual task order" Para (d)(2) Initial target increased/decreased by 'Initial target increased/decreased by "to be cited in each individual task order" Para (d)(2) In no event shall total firm target be less than 'In no event shall total firm target be less than "to be cited in each individual task order" Para (d)(2) In no event shall total firm target be more than 'In no event shall total firm target be less than "to be cited in each individual task order" Para (d)(4)(ii) Percent "'to be cited in each individual task order" Para (d)(4)(iii) Percent "'to be cited in each individual task order" Para (e) Number of days 'Number of days "to be cited in each individual task order"
52.216-17	INCENTIVE PRICE REVISION -- SUCCESSIVE TARGETS (OCT 1997) - ALTERNATE I (APR 1984) Para (a) Line Item numbers 'Line Item numbers 'CLIN 0100, 1100, 2100, 3100, 4100" Para (a) Ceiling Price 'Ceiling Price "to be cited in each individual task order" Para (a) Initial Target Profit 'Initial Target Profit "to be cited in each individual task order" Para (c)(1) Number of Days 'Number of days "to be cited in each individual task order" Para (c)(1) Degree of completion 'Degree of completion "to be cited in each individual task order" Para (d)(2) Initial target increased/decreased by 'Initial target increased/decreased by "to be cited in each individual task order" Para (d)(2) In no event shall total firm target be less than 'In no event shall total firm target be less than "to be cited in each individual task order" Para (d)(2) In no event shall total firm target be more than 'In no event shall total firm target be less than "to be cited in each individual task order" Para (d)(4)(ii) Percent "'to be cited in each individual task order" Para (d)(4)(iii) Percent "'to be cited in each individual task order" Para (e) Number of days 'Number of days "to be cited in each individual task order"
52.216-18	ORDERING (OCT 1995) Para (a), Issued from date is 'Issued from date is "Contract Award" Para (a), Issued through date is 'Issued through date is "three (3) years for base period and through last day of any option period subsequently exercised."
52.216-22	INDEFINITE QUANTITY (OCT 1995) Para (d), Date is 'Date is "3 years beyond the last day of the basic contract ordering period"
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014) This Clause was modified by: P00001.
52.219-09	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2014) - ALTERNATE II (OCT 2001) This Clause was modified by: P00001.
52.219-16	LIQUIDATED DAMAGES -- SUBCONTRACTING PLAN (JAN 1999)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013) This Clause was modified by: P00001.
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 'Dollar amount is "to be cited in each individual task order" Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.'
52.222-20	CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING \$15,000 (MAY 2014)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-26	EQUAL OPPORTUNITY (MAR 2007) - ALTERNATE I (FEB 1999)

- Alt I Clause terms waived are 'Alt I Clause terms waived are "to be cited in each individual task order"'
- 52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)
This Clause was modified by: P00001.
- 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014) - ALTERNATE I (JUL 2014)
Alt I, List Terms: "'to be cited in each individual task order"
This Clause was modified by: P00001.
- 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
This Clause was modified by: P00001.
- 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) - ALTERNATE I (JUL 2014)
Terms waived for this contract: "'to be cited in each individual task order"
This Clause was modified by: P00001.
- 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUL 2014)
This Clause was modified by: P00001.
- 52.222-41 SERVICE CONTRACT LABOR STANDARDS (MAY 2014)
- 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014)
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)
This Clause was modified by: P00001.
- 52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015) - ALTERNATE I (MAR 2015)
Para (c)(1)(i)(B), Alt I, Document Title, obtained from, performed in,/at . "'to be cited in each individual task order"
This Clause was modified by: P00001.
- 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)
- 52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)
- 52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) - ALTERNATE I (MAY 2011)
- 52.223-06 DRUG-FREE WORKPLACE (MAY 2001)
- 52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)
- 52.223-16 ACQUISITION OF EPEAT - REGISTERED PERSONAL COMPUTER PRODUCTS (JUN 2014)
This Clause was modified by: P00001.
- 52.223-16 ACQUISITION OF EPEAT - REGISTERED PERSONAL COMPUTER PRODUCTS (JUN 2014) - ALTERNATE I (JUN 2014)
This Clause was modified by: P00001.
- 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
- 52.224-01 PRIVACY ACT NOTIFICATION (APR 1984)
- 52.224-02 PRIVACY ACT (APR 1984)
- 52.225-05 TRADE AGREEMENTS (NOV 2013)
- 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
- 52.225-14 INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)

- 52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)
Para (i)(1)(ii). CO to specify individual. ""to be cited in each individual task order""
- 52.227-01 AUTHORIZATION AND CONSENT (DEC 2007)
- 52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
- 52.227-03 PATENT INDEMNITY (APR 1984) - ALTERNATE II (APR 1984)
Alt II Para (c), Items to be included are ""to be cited in each individual task order""
- 52.227-03 PATENT INDEMNITY (APR 1984) - ALTERNATE III (JUL 1995)
- 52.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (MAY 2014)
Para (j), Communications: ""to be cited in each individual task order""
- 52.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (MAY 2014) - ALTERNATE I (JUN 1989)
Para (j). Communications: ""to be cited in each individual task order""
Alt I, (d)(2), add to the end of para (d)(2) of the basic clause: Applicable treaties or international agreements: ""to be cited in each individual task order""
- 52.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (MAY 2014) - ALTERNATE II (DEC 2007)
Para (j), Communications: ""to be cited in each individual task order""
- 52.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (MAY 2014) - ALTERNATE III (JUN 1989)
Para (j), Communications: ""to be cited in each individual task order""
- 52.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (MAY 2014) - ALTERNATE IV (JUN 1989)
Para (l), Communications: ""to be cited in each individual task order""
- 52.227-11 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (MAY 2014) - ALTERNATE V (DEC 2007)
Para (l), Communications: ""to be cited in each individual task order""
- 52.227-13 PATENT RIGHTS -- OWNERSHIP BY THE GOVERNMENT (DEC 2007)
- 52.227-13 PATENT RIGHTS -- OWNERSHIP BY THE GOVERNMENT (DEC 2007) - ALTERNATE I (JUN 1989)
Alt I, Add to the end of subdivision (c)(i)(i) of the basic clause, Treaties or international agreements: ""to be cited in each individual task order""
- 52.227-13 PATENT RIGHTS -- OWNERSHIP BY THE GOVERNMENT (DEC 2007) - ALTERNATE II (DEC 2007)
- 52.227-21 TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT - MAJOR SYSTEMS (MAY 2014)
- 52.228-03 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014)
This Clause was modified by: P00001.
- 52.228-04 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)
- 52.228-05 INSURANCE -- WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
- 52.228-07 INSURANCE -- LIABILITY TO THIRD PERSONS (MAR 1996)
- 52.229-03 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)
- 52.229-06 TAXES -- FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
- 52.229-08 TAXES -- FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)
Para (a), Name of foreign government is ""to be cited in each individual task order""
Para (a), Name of country is ""to be cited in each individual task order""
- 52.229-10 STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX (APR 2003)
Para (c), Agency name 'United States Department of the Air Force'
Para (g), Agency name 'United States Department of the Air Force'
Para (g), Agency name 'United States Department of the Air Force'
Para (g), Agency name 'United States Department of the Air Force'

52.230-02	COST ACCOUNTING STANDARDS (MAY 2014)
52.230-03	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (MAY 2014)
52.230-06	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
52.232-01	PAYMENTS (APR 1984)
52.232-06	PAYMENT UNDER COMMUNICATION SERVICE CONTRACTS WITH COMMON CARRIERS (APR 1984)
52.232-07	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)
52.232-08	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-09	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-11	EXTRAS (APR 1984)
52.232-17	INTEREST (MAY 2014)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-20	LIMITATION OF COST (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984)
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-25	PROMPT PAYMENT (JUL 2013)
52.232-25	PROMPT PAYMENT (JUL 2013) - ALTERNATE I (FEB 2002)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.232-36	PAYMENT BY THIRD PARTY (MAY 2014)
52.233-01	DISPUTES (MAY 2014)
52.233-01	DISPUTES (MAY 2014) - ALTERNATE I (DEC 1991)
52.233-03	PROTEST AFTER AWARD (AUG 1996)
52.233-03	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)
52.233-04	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-02	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)
52.237-11	ACCEPTING AND DISPENSING OF \$1 COIN (SEP 2008)
52.239-01	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.242-01	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
52.242-03	PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)
52.242-04	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-01	CHANGES -- FIXED-PRICE (AUG 1987)
52.243-01	CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)
52.243-01	CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)
52.243-02	CHANGES -- COST-REIMBURSEMENT (AUG 1987)
52.243-02	CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)
52.243-02	CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)
52.243-03	CHANGES -- TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
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) '30 days' Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'
52.244-02	SUBCONTRACTS (OCT 2010) Para (d), approval required on subcontracts: "to be cited in each individual task order" Para (j), Insert subcontracts evaluated during negotiations. "to be cited in each individual task order"
52.244-05	COMPETITION IN SUBCONTRACTING (DEC 1996)
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2015) This Clause was modified by: P00002.
52.245-01	GOVERNMENT PROPERTY (APR 2012) This Clause was modified by: P00001.

- 52.245-09 USE AND CHARGES (APR 2012)
This Clause was modified by: P00001.
- 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE (JUN 2003)
Para (b), Period of time is ""to be cited in each individual task order""
Para (c), Period of time is ""to be cited in each individual task order""
- 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 each individual task order""
Para (c), Period of time is ""to be cited in each individual task order""
- 52.246-18 WARRANTY OF SUPPLIES OF A COMPLEX NATURE (MAY 2001)
Para (b)(1), Warranty period or event is ""to be cited in each individual task order""
Para (c)(3), Period of time is ""to be cited in each individual task order""
Para (c)(3), Period of time is ""to be cited in each individual task order""
Para (c)(3), Period is ""to be cited in each individual task order""
Para (c)(4), Period is ""to be cited in each individual task order""
Para (c)(4), Period is ""to be cited in each individual task order""
- 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 each individual task order""
Para (c)(3), Period of time is ""to be cited in each individual task order""
Para (c)(3), Period of time is ""to be cited in each individual task order""
Para (c)(3), Period is ""to be cited in each individual task order""
Para (c)(4), Period is ""to be cited in each individual task order""
Para (c)(4), Period is ""to be cited in each individual task order""
- 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 each individual task order""
Para (b)(3), Period of time is ""to be cited in each individual task order""
Para (b)(3), Period of time is ""to be cited in each individual task order""
Para (b)(6), Period of time is ""to be cited in each individual task order""
Para (c)(2), Period of time is ""to be cited in each individual task order""
Para (c)(2), Locations are ""to be cited in each individual task order""
- 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 each individual task order""
Para (b)(3), Period of time is ""to be cited in each individual task order""
Para (b)(3), Period of time is ""to be cited in each individual task order""
Para (b)(6), Period of time is ""to be cited in each individual task order""
Para (c)(2), Period of time is ""to be cited in each individual task order""
Para (c)(2), Locations are ""to be cited in each individual task order""
- 52.246-20 WARRANTY OF SERVICES (MAY 2001)
Para (b), Period of time is ""to be cited in each individual task order""
- 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 each individual task order""
- 52.247-68 REPORT OF SHIPMENT (REPSHIP) (FEB 2006)
- 52.248-01 VALUE ENGINEERING (OCT 2010)
Para (m). Contract number. ""to be cited in each individual task order""
- 52.248-01 VALUE ENGINEERING (OCT 2010) - ALTERNATE I (APR 1984)
Para (m). Contract number. ""to be cited in each individual task order""
- 52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
- 52.249-04 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM) (APR 1984)

- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE IV (SEP 1996)
- 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- 52.251-01 GOVERNMENT SUPPLY SOURCES (APR 2012)
- 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)
- 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)
- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008)
- 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
- 252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)
- 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
- 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
- 252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)
This Clause was modified by: P00001.

- 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)
- 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 cited in each individual task order""
- 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (DEC 2014)
This Clause was modified by: P00001.

- 252.211-7000 ACQUISITION STREAMLINING (OCT 2010)
- 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (DEC 2013)
Para (c)(1)(i). Insert Contract Line, Subline, or Exhibit Line Item Number and Item Description or n/a. '?????'
Para (c)(1)(ii). Identify Contract Line, Subline, or Exhibit Line Item Nr and Item Description. If items are identified in the Schedule, insert "See Schedule" ""to be cited in each individual task order""
Para (c)(1)(iii). Attachment Nr. ""to be cited in each individual task order""
Para (c)(1)(iv). Attachment Nr. '?????'
Para (f)(2)(iii). Line item number or n/a. '?????'
- 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)
This Clause was modified by: P00001.

- 252.215-7000 PRICING ADJUSTMENTS (DEC 2012)
- 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2012)
- 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (OCT 2014)
This Clause was modified by: P00001.

- 252.219-7004 SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (OCT 2014)
This Clause was modified by: P00001.

- 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)
para (a), Insert State. ""to be cited in each individual task order""

- 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)
- 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)
- 252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS - BASIC (SEP 2014)
This Clause was modified by: P00001.
- 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2012)
- 252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD (OCT 2010)
- 252.225-7008 RESTRICTION ON ACQUISITION OF SPECIALTY METALS (MAR 2013)
- 252.225-7009 RESTRICTION ON ACQUISITION OF CERTAIN ARTICLES CONTAINING SPECIALTY METALS (JUN 2013)
- 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)
- 252.225-7013 DUTY- FREE ENTRY (NOV 2014)
This Clause was modified by: P00001.
- 252.225-7016 RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS (JUN 2011)
- 252.225-7021 TRADE AGREEMENTS - BASIC (NOV 2014)
This Clause was modified by: P00001.
- 252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JAN 2015)
This Clause was modified by: P00001.
- 252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997)
- 252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)
- 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: "to be cited in each individual task order"
- 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)
- 252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014)
- 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (FEB 2014)
- 252.227-7015 TECHNICAL DATA--COMMERCIAL ITEMS (FEB 2014)
- 252.227-7015 TECHNICAL DATA--COMMERCIAL ITEMS (FEB 2014) - ALTERNATE I (DEC 2011)
- 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)
- 252.227-7018 RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE--SMALL BUSINESS INNOVATION RESEARCH (SBIR) PROGRAM (FEB 2014)
- 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (SEP 2011)
- 252.227-7023 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT (MAR 1979)
- 252.227-7024 NOTICE AND APPROVAL OF RESTRICTED DESIGNS (APR 1984)
- 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)
- 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
- 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)
- 252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)
- 252.227-7032 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (FOREIGN) (JUN 1975)

- 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2013)
252.227-7038 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012) - ALTERNATE I (DEC 2007)
Alt I, para (b)(2)(v), Existing treaties or international agreements. ""to be cited in each individual task order""
- 252.227-7038 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN 2012) - ALTERNATE II (DEC 2007)
- 252.227-7039 PATENTS--REPORTING OF SUBJECT INVENTIONS (APR 1990)
- 252.228-7003 CAPTURE AND DETENTION (DEC 1991)
- 252.228-7006 COMPLIANCE WITH SPANISH LAWS AND INSURANCE (DEC 1998)
- 252.229-7000 INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUN 1997)
- 252.229-7001 TAX RELIEF - BASIC (SEP 2014)
This Clause was modified by: P00001.
- 252.229-7001 TAX RELIEF - ALTERNATE I (SEP 2014)
This Clause was modified by: P00001.
- 252.229-7002 CUSTOMS EXEMPTIONS (GERMANY) (JUN 1997)
- 252.229-7003 TAX EXEMPTIONS (ITALY) (MAR 2012)
Para (b)(1)(iii), Fiscal code for military activity w/in Italy. ""to be cited in each individual task order""
- 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 each individual task order""
- 252.229-7005 TAX EXEMPTIONS (SPAIN) (MAR 2012)
- 252.229-7006 VALUE ADDED TAX EXCLUSION (UNITED KINGDOM) (DEC 2011)
- 252.229-7007 VERIFICATION OF UNITED STATES RECEIPT OF GOODS (JUN 1997)
- 252.229-7008 RELIEF FROM IMPORT DUTY (UNITED KINGDOM) (DEC 2011)
- 252.229-7009 RELIEF FROM CUSTOMS DUTY AND VALUE ADDED TAX ON FUEL (PASSENGER VEHICLES)(UNITED KINGDOM) (JUN 1997)
- 252.229-7010 RELIEF FROM CUSTOMS DUTY ON FUEL (UNITED KINGDOM) (JUN 1997)
- 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)
- 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)
- 252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)
- 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)
- 252.233-7001 CHOICE OF LAW (OVERSEAS) (JUN 1997)
- 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)
Para (a), name of contracting agency(ies): 'United States Air Force'
Para (a), contract number(s): 'FA8732-14-D-0000'
Para (b), name of contracting agency(ies): 'United States Air Force'
- 252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (JAN 2015)
This Clause was modified by: P00001.
- 252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)
Para (b), Identify attachment. ""to be cited in each individual task order""
Para (b), date. ""to be cited in each individual task order""
- 252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 2004)
- 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)
- 252.239-7002 ACCESS (DEC 1991)
- 252.239-7004 ORDERS FOR FACILITIES AND SERVICES (NOV 2005)
- 252.239-7005 RATES, CHARGES, AND SERVICES (NOV 2005)
- 252.239-7006 TARIFF INFORMATION (JUL 1997)
- 252.239-7007 CANCELLATION OR TERMINATION OF ORDERS (NOV 2005)
- 252.239-7008 REUSE ARRANGEMENTS (DEC 1991)

- 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES (DEC 1991)
Para (b), Location is "to be cited in each individual task order"
Para (c), List can be obtained from "to be cited in each individual task order"
Para (c), List and identify locations: "to be cited in each individual task order"
- 252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (MAY 2011)
- 252.242-7005 CONTRACTOR BUSINESS SYSTEMS (FEB 2012)
- 252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012)
- 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
- 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)
- 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)
This Clause was modified by: P00002.
- 252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)
This Clause was modified by: P00002.
- 252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)
This Clause was modified by: P00002.
- 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAY 2013)
This Clause was modified by: P00002.
- 252.246-7001 WARRANTY OF DATA - BASIC (MAR 2014)
- 252.246-7001 WARRANTY OF DATA - ALTERNATE I (MAR 2014)
- 252.246-7001 WARRANTY OF DATA - ALTERNATE II (MAR 2014)
- 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - BASIC (APR 2014)
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE I (APR 2014)
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE II (APR 2014)
- 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)
- 252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)
Para (f), Contractor's address is "to be cited in each individual task order"
Para (f), Government remittance address is "to be cited in each individual task order"

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

- 5352.201-9101 OMBUDSMAN (APR 2014)
Para (c). Ombudsmen names, addresses, phone numbers, fax, and email addresses.
'Ms. Jill Willingham, AFLCMC/AQP, Phone: DSN 785-5472 Comm (973) 255-5472, E-mail: jill.willinghamallen.1@us.af.mil.'
- 5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS) (NOV 2012)
- 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (NOV 2012)
- 5352.242-9000 CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (NOV 2012)
Para (b), Any additional requirements to comply with local security procedures "to be cited in each individual task order"
Para (d). Additional requirements. "any additional requirements to comply with AFI 31-101, Volume 1, the Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management"
- 5352.242-9001 COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL-AF SYSTEMS (NOV 2012)

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

52.211-15 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).

52.216-11 COST CONTRACT -- NO FEE (APR 1984)

Applies to cost CLIN(s) only.

(a) The Government shall not pay the Contractor a fee for performing this contract.

(b) After payment of 80 percent of the total estimated cost shown in the Schedule, the Contracting Officer may withhold further payment of allowable cost until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed one percent of the total estimated cost shown in the Schedule or \$100,000, whichever is less.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) 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.

(b) 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.

(c) Notwithstanding paragraphs (a) and (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (c), 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.

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding "to be cited in each individual task order" dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is "to be cited in each individual task order" dollars.

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 seven (7) years including all options periods.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A
WAGE DETERMINATION

Employee Class	Monetary Wage - Fringe Benefits
"to be cited in each individual task order"	

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

252.216-7999 AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL (DEVIATION) (APR 2010)

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

"Covered incident" --

(1) Means any incident in which the contractor--

(i) Has been determined, through a criminal, civil, or administrative proceeding that results in a disposition listed in paragraph (2) of this definition in the performance of this contract to have caused serious bodily injury or death of any civilian or military personnel of the Government through gross negligence or with reckless disregard for the safety of such personnel; or

(ii) Has been determined through a criminal, civil, or administrative proceeding that results in a disposition listed in paragraph 2 of this definition to be liable for actions of a subcontractor

of the Contractor that caused serious bodily injury or death to any civilian or military personnel of the Government through gross negligence or with reckless disregard for the safety of such personnel.

(2) Shall include those incidents that have resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault or liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damage of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in subparagraphs (a)(2)(i), (a)(2)(ii) or (a)(2)(iii).

"Serious bodily injury" means a grievous physical harm that result in a permanent disability.

(b) The award fee of the Contractor may be reduced or denied, if its performance under this contract for the relevant award fee period results in a covered incident.

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

(a) Contract line item(s) "to be cited in each individual task order" is/are incrementally funded. For this/these item (s), the sum of "to be cited in each individual task order" 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 each individual task order"
"to be cited in each individual task order" "to be cited in each individual task order"
"to be cited in each individual task order""to be cited in each individual task order"
"to be cited in each individual task order""to be cited in each individual task order"

C. AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES IN FULL TEXT

5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST (OCT 2010) - ALTERNATE II (OCT 2010)

(a) The following restrictions and definitions apply to prevent conflicting roles which may bias the Contractor's judgment or objectivity, or to preclude the Contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.

(1) Descriptions or definitions:

"Contractor" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries.

"Development" means all efforts towards solution of broadly-defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

"Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

"System" means the system that is the subject of this contract.

"System Life" means all phases of the system's development, production, or support.

"Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

"Technical Direction" means developing work statements, determining parameters, directing other Contractors' operations, or resolving technical controversies.

(2) Restrictions: The Contractor shall perform systems engineering and/or technical direction, but will not have overall contractual responsibility for the system's development, integration, assembly and checkout, or production. The parties recognize that the Contractor shall occupy a highly influential and responsible position in determining the system's basic concepts and supervising their execution by other Contractors. The Contractor's judgment and recommendations must be objective, impartial, and independent. To avoid the prospect of the Contractor's judgment or recommendations being influenced by its own products or capabilities, it is agreed that the Contractor is precluded for the life of the system from award of a DoD contract to supply the system or any of its major components, and from acting as a subcontractor or consultant to a DoD supplier for the system or any of its major components.

Alternate II (Oct 2010). As prescribed in 5309.507-2(a)(3), either substitute paragraph (a)(2) of the basic clause with the following paragraph, or add the following in addition to the basic restriction. Renumber the paragraphs as needed if more than one restriction applies. Use this paragraph, substantially as written.

(a)(2) The Contractor shall participate in the technical evaluation of other Contractor's proposals or products. To ensure objectivity, the Contractor is precluded from award of any supply or service contract or subcontract for the system or its major components. This restriction shall be effective for Definite period of time "to be cited in each individual task order". This does not apply to other technical evaluations concerning the system.

D. OTHER CONTRACT CLAUSES IN FULL TEXT

252.222-799 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEVIATION) (MAR 2010)

(a) Definitions.

"Covered subcontract," as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor -

(1) Agrees not to -

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010 that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b) (1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

PART III - LIST OF DOCUMENTS, EXHIBITS & ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	19	30 OCT 2012	CDRLS A001-A006
EXHIBIT B	4	01 NOV 2012	CDRL B001
ATTACHMENT 1	25	29 APR 2010	PERFORMANCE WORK STATEMENT
ATTACHMENT 2	7	15 JAN 2010	SECURITY DOCUMENTATION (CLASSIFIED)
ATTACHMENT 3	5	15 JAN 2010	SECURITY DOCUMENTATION (UNCLASSIFIED)
ATTACHMENT 4	6	15 JAN 2010	APPLICATION SERVICES PERFORMANCE PLAN
ATTACHMENT 5	6	15 JAN 2010	APPLICATION SERVICES LABOR CATEGORY AND RATE
ATTACHMENT 6	2	15 JAN 2010	CONTRACT SECURITY CLASSIFICATION SPECIFICATION (DD 254)
ATTACHMENT 7	7	15 JAN 2010	APPLICATION SERVICES GLOSSARY