

<b>AWARD / CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING <b>N</b>	PAGE of PAGES 1   125			
2. CONTRACT (PROC. INST. IDENT.) NO. FA8732-14-D-0016		3. EFFECTIVE DATE 03 APR 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 TRACIE J. MILTON 334-416-5161 tracie.milton@gunter.af.mil		CODE FA8732	6. ADMINISTERED BY (IF OTHER THAN ITEM 5) CODE DEPARTMENT OF THE AIR FORCE (AFMC) AFLCMC/HIK 490 EAST MOORE DRIVE SUITE 270 MAFB-GUNTER ANNEX AL 36114-3000  SCD: C PAS: S2404A0725APX				
7. NAME AND ADDRESS OF CONTRACTOR (NO., STREET, CITY, COUNTY, STATE AND ZIP CODE) TELOS CORPORATION TELOS 19886 ASHBURN RD ASHBURN VA 20147-2358 (703) 724-3800			8. DELIVERY <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (see below)				
			9. DISCOUNT FOR PROMPT PAYMENT N				
			10. SUBMIT INVOICES (4 COPIES UNLESS OTHERWISE SPECIFIED) TO THE ADDRESS SHOWN IN		ITEM		
CAGE CODE 0ZPY5		FACILITY CODE					
11. SHIP TO / MARK FOR See Section F		CODE	12. PAYMENT WILL BE MADE BY SPECIFIED BY EACH TASK/DELIVERY ORDER  EFT: T		CODE FA8732		
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					\$5,790,000,000.00		
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17. <input checked="" type="checkbox"/> <b>Contractor's Negotiated Agreement</b> (Contractor is required to sign this document and return 1 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 type="checkbox"/> <b>Award</b> (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 <b>TIMOTHY H. DOWLING</b>			
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)			

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**Base Period**

**0010**

*Noun:* NETWORK CENTRIC SOLUTIONS

*PSC:* D316

*Contract type:* J - FIRM FIXED PRICE

*Start Date:* ASREQ

*Completion Date:* ASREQ

*Descriptive Data:*

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

B. The Products proposed to make up these solutions shall be priced under CLIN 0060 on a cost reimbursable basis.

C. ODCs and travel shall be priced separately under CLIN(s) 0060 and 0070.

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

Incentive: To be proposed

Award Fee: To be proposed

E. Ordering Period: 2 April 2015 through three (3) years.

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

G. When it is determined that the principal purpose of the requirements falling within the scope of this basic contract are for an end item of supply, this CLIN may be used at the task order level and coded as a supply. The applicable supply clauses must be identified in the task order Request for Proposal (RFP) and any resulting task order. The Service Contract Act (SCA) does not apply. The Walsh Healy Act may apply.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**Base Period**

**0020**

*Noun:* NETWORK CENTRIC SOLUTIONS  
*PSC:* D316  
*Contract type:* S - COST  
*Start Date:* ASREQ  
*Completion Date:* ASREQ  
*Descriptive Data:*

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

B. The Products proposed to make up these solutions shall be priced under CLIN 0060 on a cost reimbursable basis.

C. ODCs and travel shall be priced separately under CLIN(s) 0060 and 0070.

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: 2 April 2015 through three (3) years.

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

G. When it is determined that the principal purpose of the requirements falling within the scope of this basic contract are for an end item of supply, this CLIN may be used at the task order level and coded as a supply. The applicable supply clauses must be identified in the task order Request for Proposal (RFP) and any resulting task order. The Service Contract Act (SCA) does not apply. The Walsh Healy Act may apply.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**Base Period**

**0030**

*Noun:* NETWORK CENTRIC SERVICES  
*PSC:* D316  
*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, Atch 1) of the basic contract and as cited in each individual task order. The contractor shall provide labor categories and rates IAW Section J, Atch 5, and as cited in each individual task order.

B. Contract type shall be Labor Hour.

C. ODCs and travel shall be priced separately under CLIN(s) 0060 and 0070.

D. Ordering Period: 2 April 2015 through three (3) years.

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

**Base Period**

**0040**

*Noun:* DATA  
*PSC:* D316  
*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 (Contract 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 0010, CLIN 0020 and CLIN 0030.

C. Ordering Period: 2 April 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**

**0050**

*Noun:* WARRANTY  
*PSC:* D316  
*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 and Construction Warranties, and/or extended product warranties.

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

C. Ordering Period: 2 April 2015 through three (3) years.

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

**Base Period**

**0060**

*Noun:* OTHER DIRECT COSTS (ODCS)  
*PSC:* D316  
*NSN:* N - Not Applicable  
*Contract type:* S - COST  
*Inspection:* DESTINATION  
*Acceptance:* DESTINATION  
*FOB:* DESTINATION  
*Descriptive Data:*

A. The contractor shall provide other direct costs 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 the solutions in CLINs 0010 and 0020 shall be purchased in-accordance-with Section J, Attachment 1, paragraph 3.5.1 of the Performance Work Statement (PWS) of this contract.

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

C. Ordering Period: 2 April 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**

**0070**

*Noun:* TRAVEL  
*PSC:* D316  
*Contract type:* S - COST  
*Start Date:* ASREQ  
*Completion Date:* ASREQ  
*Descriptive Data:*

A. The contractor shall provide travel IAW the PWS (Section J, Atch 1) of 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. No profit shall be paid on purchases under this CLIN; however, DCAA approved burden rates are authorized.

E. Ordering Period: 2 April 2015 through three (3) years.

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

**Base Period**

**0080**

*Noun:* NETCENTS-2 POST AWARD CONFERENCE  
*PSC:* D316  
*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 (\$2500.00) as stated in clause 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. The contractor will be notified by the PCO via email of the date and time of the post award conference.

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

**1010** OPTION CLIN (service)

*Noun:* NETWORK CENTRIC SOLUTIONS  
*PSC:* D316

*Descriptive Data:*

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

B. The Products proposed to make up these solutions shall be priced under CLIN 1060 on a cost reimbursable basis.

C. ODCs and travel shall be priced separately under CLIN(s) 1060 and 1070.

D. Contract type shall be Firm-Fixed Price (FFP), Fixed-Price Incentive (Firm Target/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.

G. When it is determined that the principal purpose of the requirements falling within the scope of this basic contract are for an end item of supply, this CLIN may be used at the task order level and coded as a supply. The applicable supply clauses must be identified in the task order Request for Proposal (RFP) and any resulting task order. The Service Contract Act (SCA) does not apply. The Walsh Healy Act may apply.

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

**1020** OPTION CLIN (service)

*Noun:* NETWORK CENTRIC SOLUTIONS

*PSC:* D316

*Descriptive Data:*

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

B. The Products proposed to make up these solutions shall be priced under CLIN 1060 on a cost reimbursable basis.

C. ODCs and travel shall be priced separately under CLIN(s) 1060 and 1070.

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.

G. When it is determined that the principal purpose of the requirements falling within the scope of this basic contract are for an end item of supply, this CLIN may be used at the task order level and coded as a supply. The applicable supply clauses must be identified in the task order Request for Proposal (RFP) and any resulting task order. The Service Contract Act (SCA) does not apply. The Walsh Healy Act may apply.

**OPTION PERIOD 1**

**1030** OPTION CLIN (service)

*Noun:* NETWORK CENTRIC SERVICES

*PSC:*

*Descriptive Data:*

A. The contractor shall provide labor hours IAW the PWS (Section J, Atch 1) of the basic contract and as cited in each individual task order. The contractor shall provide labor categories and rates IAW Section J, Atch 5, and as cited in each individual task order.

B. Contract type shall be Labor Hour.

C. ODCs and travel shall be priced separately under CLIN(s) 1060 and 1070.

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

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



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

**1040**      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 (Contract Data Requirements List (CDRL)) and as cited in each individual task order.

B. This CLIN is Not Separately Priced (NSP). The Government will not pay for data delivered under this CLIN.

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**

**1050**      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 and Construction 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.

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

**1060**      OPTION CLIN

*Noun:*                      OTHER DIRECT COSTS (ODCS)

*PSC:*

*NSN:*                      N - Not Applicable

*Contract type:*        S - COST

*Inspection:*            DESTINATION

*Acceptance:*          DESTINATION

*FOB:*                      DESTINATION

*Descriptive Data:*

A. The contractor shall provide other direct costs 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 the solutions in CLINs 1010 and 1020 shall be purchased in-accordance-with Section J, Attachment 1, paragraph 3.5.1 of the Performance Work Statement (PWS) of this contract.

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**

**1070**      OPTION CLIN (service)

*Noun:*                      TRAVEL

*PSC:*

*Descriptive Data:*

A. The contractor shall provide travel IAW the PWS (Section J, Atch 1) of 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. No profit shall be paid on purchases under this CLIN; however, DCAA approved burden rates are authorized.

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

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

Qty

Unit Price

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ITEM	SUPPLIES OR SERVICES	Purch Unit	Total Item Amount
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**FOR AWARDEES ADDED DURING ON-RAMP COMPETITIONS**

**1080** 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 (\$2500.00) as stated in clause 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 also 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 period or period of performance inclusive of options.**

**OPTION PERIOD 2**

**2010** OPTION CLIN (service)

*Noun:* NETWORK CENTRIC SOLUTIONS

*PSC:* D316

*Descriptive Data:*

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

B. The Products proposed to make up these solutions shall be priced under CLIN 2060 on a cost reimbursable basis.

C. ODCs and travel shall be priced separately under CLIN(s) 2060 and 2070.

D. Contract type shall be Firm-Fixed Price (FFP), Fixed-Price Incentive (Firm Target/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.

G. When it is determined that the principal purpose of the requirements falling within the scope of this basic contract are for an end item of supply, this CLIN may be used at the task order level and coded as a supply. The applicable supply clauses must be identified in the task order Request for Proposal (RFP) and any resulting task order. The Service Contract Act (SCA) does not apply. The Walsh Healy Act may apply.

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

**2020**      OPTION CLIN (service)

*Noun:*                                      NETWORK CENTRIC SOLUTIONS  
*PSC:*                                         D316

*Descriptive Data:*

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

B. The Products proposed to make up these solutions shall be priced under CLIN 2060 on a cost reimbursable basis.

C. ODCs and travel shall be priced separately under CLIN(s) 2060 and 2070.

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.

G. When it is determined that the principal purpose of the requirements falling within the scope of this basic contract are for an end item of supply, this CLIN may be used at the task order level and coded as a supply. The applicable supply clauses must be identified in the task order Request for Proposal (RFP) and any resulting task order. The Service Contract Act (SCA) does not apply. The Walsh Healy Act may apply.

**OPTION PERIOD 2**

**2030**      OPTION CLIN (service)

*Noun:*                                      NETWORK CENTRIC SERVICES  
*PSC:*

*Descriptive Data:*

A. The contractor shall provide labor hours IAW the PWS (Section J, Atch 1) of the basic contract and as cited in each individual task order. The contractor shall provide labor categories and rates IAW Section J, Atch 5, and as cited in each individual task order.

B. Contract type shall be Labor Hour.

C. ODCs and travel shall be priced separately under CLIN(s) 2060 and 2070.

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**

**2040** 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 (Contract 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 2010, 2020, and CLIN 2030.

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**

**2050** 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 and Construction 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**

**2060**      OPTION CLIN

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

*Descriptive Data:*

A. The contractor shall provide other direct costs 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 the solutions in CLINs 2010 and 2020 shall be purchased in-accordance-with Section J, Attachment 1, paragraph 3.5.1 of the Performance Work Statement (PWS) of this contract.

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**

**2070**      OPTION CLIN (service)

*Noun:*                                    TRAVEL  
*PSC:*

*Descriptive Data:*

A. The contractor shall provide travel IAW the PWS (Section J, Atch 1) of 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. No profit shall be paid on purchases under this CLIN; however, DCAA approved burden rates are authorized.

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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**FOR AWARDEES ADDED DURING ON-RAMP COMPETITIONS**

**2080** 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 (\$2500.00) as stated in clause B061 of this Indefinite Delivery Indefinite Quantity contract. The exercising of option periods for existing ID/IQ contract holders shall not re-establish 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 also 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 period or period of performance inclusive of options.**

**OPTION PERIOD 2 - SB GRADUATE DATA SUBMISSION**

**2085** RESERVED CLIN (supply)

*Noun:* SB GRADUATE DATA SUBMISSION

*PSC:*

*NSN:* N - Not Applicable

*DD1423 is Exhibit:* B

*Descriptive Data:*

A. This **ONE-TIME USE CLIN** is established for small business companion contractors who are unable to recertify as a small business concern as stated in clause H139, and who elect to transition into the UNRESTRICTED multiple award ID/IQ contract pool for NetOps and Infrastructure Solutions.

B. This **ONE-TIME USE CLIN** provides certain small business companion contractors the opportunity to be considered for award of CLINs 3100-3700 and 4100-4700 (if exercised) as stated in clause H139 of this Indefinite Delivery/Indefinite Quantity contract.

C. The Contractor shall deliver data in accordance with and as specified in Section J, Exhibit B (Contract Data Requirements List (CDRL), CDRL B001, Small Business Graduate Data Submission Instructions.

D. This CLIN is Not Separately Priced (NSP).

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

**3010** OPTION CLIN (service)

*Noun:* NETWORK CENTRIC SOLUTIONS

*PSC:* D316

*Descriptive Data:*

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

B. The Products proposed to make up these solutions shall be priced under CLIN 3060 on a cost reimbursable basis.

C. ODCs and travel shall be priced separately under CLIN(s) 3060 and 3070.

D. Contract type shall be Firm-Fixed Price (FFP), Fixed-Price Incentive (Firm Target/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.

G. When it is determined that the principal purpose of the requirements falling within the scope of this basic contract are for an end item of supply, this CLIN may be used at the task order level and coded as a supply. The applicable supply clauses must be identified in the task order Request for Proposal (RFP) and any resulting task order. The Service Contract Act (SCA) does not apply. The Walsh Healy Act may apply.



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

**3020** OPTION CLIN (service)

*Noun:* NETWORK CENTRIC SOLUTIONS  
*PSC:* D316

*Descriptive Data:*

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

B. The Products proposed to make up these solutions shall be priced under CLIN 3060 on a cost reimbursable basis.

C. ODCs and travel shall be priced separately under CLIN(s) 3060 and 3070.

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.

G. When it is determined that the principal purpose of the requirements falling within the scope of this basic contract are for an end item of supply, this CLIN may be used at the task order level and coded as a supply. The applicable supply clauses must be identified in the task order Request for Proposal (RFP) and any resulting task order. The Service Contract Act (SCA) does not apply. The Walsh Healy Act may apply.

**OPTION PERIOD 3**

**3030** OPTION CLIN (service)

*Noun:* NETWORK CENTRIC SERVICES  
*PSC:*

*Descriptive Data:*

A. The contractor shall provide labor hours IAW the PWS (Section J, Atch 1) of the basic contract and as cited in each individual task order. The contractor shall provide labor categories and rates IAW Section J, Atch 5, and as cited in each individual task order.

B. Contract type shall be Labor Hour.

C. ODCs and travel shall be priced separately under CLIN(s) 3060 and 3070.

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**

**3040**            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 (Contract 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 3010, CLIN 3020, and CLIN 3030.

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**

**3050**            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 and Construction 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.

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

**3060**      OPTION CLIN

*Noun:*                                  OTHER DIRECT COSTS (ODCS)

*PSC:*

*NSN:*                                  N - Not Applicable

*Contract type:*                      S - COST

*Inspection:*                          DESTINATION

*Acceptance:*                          DESTINATION

*FOB:*                                    DESTINATION

*Descriptive Data:*

A. The contractor shall provide other direct costs 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 the solutions in CLINs 3010 and 3020 shall be purchased in-accordance-with Section J, Attachment 1, paragraph 3.5.1 of the Performance Work Statement (PWS) of this contract.

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**

**3070**      OPTION CLIN (service)

*Noun:*                                  TRAVEL

*PSC:*

*Descriptive Data:*

A. The contractor shall provide travel IAW the PWS (Section J, Atch 1) of 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. No profit shall be paid on purchases under this CLIN; however, DCAA approved burden rates are authorized.

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

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

Qty

Unit Price

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ITEM	SUPPLIES OR SERVICES	Purch Unit	Total Item Amount
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**FOR AWARDEES ADDED DURING ON-RAMP COMPETITIONS**

**3080** 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 (\$2500.00) as stated in clause 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 also 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 period or period of performance inclusive of options.**

**OPTION PERIOD 3 - SB GRADUATE DATA SUBMISSION**

**3085** RESERVED CLIN (supply)

*Noun:* OPTION PERIOD 3 - SB GRADUATE DATA SUBMISSION

*PSC:*

*NSN:* N - Not Applicable

*DD1423 is Exhibit:* B

*Descriptive Data:*

A. This **ONE-TIME USE CLIN** is established for small business companion contractors who are unable to recertify as a small business concern as stated in clause H139, and who elect to transition into the UNRESTRICTED multiple award ID/IQ contract pool for NetOps and Infrastructure Solutions.

B. This **ONE-TIME USE CLIN** provides certain small business companion contractors the opportunity to be considered for award of CLINs 4100-4700 as stated in clause H139 of this Indefinite Delivery/Indefinite Quantity contract.

C. The Contractor shall deliver data in accordance with and as specified in Section J, Exhibit B (Contract Data Requirements List (CDRL), CDRL B001, Small Business Graduate Data Submission Instructions.

D. This CLIN is Not Separately Priced (NSP).

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**RESERVED CLIN - SB GRADUATE**

**3100** RESERVED CLIN (service)

*Noun:* NETWORK CENTRIC SOLUTIONS - SB GRADUATE

*PSC:*

*Descriptive Data:*

A. The contractor shall provide a wide range of solutions to complete the requirements IAW the PWS of the basic contract (Section J, Atch 1) 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 Target/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.

**RESERVED CLIN - SB GRADUATE**

**3200** RESERVED CLIN (service)

*Noun:* NETWORK CENTRIC SOLUTIONS - SB GRADUATE

*PSC:*

*Descriptive Data:*

A. The contractor shall provide a wide range of solutions to complete the requirements IAW the PWS of the basic contract (Section J, Atch 1) 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.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**RESERVED CLIN - SB GRADUATE**

**3300** RESERVED CLIN (service)

*Noun:* NETWORK CENTRIC SERVICES-SB GRADUATE

*PSC:*

*Descriptive Data:*

A. The contractor shall provide labor hours IAW the PWS (Section J, Atch 1) of the basic contract and as cited in each individual task order. The contractor shall provide labor categories and rates IAW Section J, Atch 5, and as cited in each individual task order.

B. Contract type shall be Labor Hour.

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.

**RESERVED CLIN - SB GRADUATE**

**3400** RESERVED CLIN (supply)

*Noun:* DATA - SB GRADUATE

*PSC:*

*NSN:* N - Not Applicable

*DD1423 is Exhibit:* A

*Descriptive Data:*

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

B. Deliver data in accordance with Exhibit A, as specified and dated in each individual task order and the basic contract.

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

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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**RESERVED CLIN - SB GRADUATE**

**3500** RESERVED CLIN (service)

*Noun:* WARRANTY- SB GRADUATE

*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 and Construction 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.

**RESERVED CLIN - SB GRADUATE**

**3600** RESERVED CLIN (supply)

*Noun:* OTHER DIRECT COSTS (ODCS) - SB GRADUATE

*PSC:*

*NSN:* N - Not Applicable

*Descriptive Data:*

A. The contractor shall provide other direct costs 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 the solutions in CLINs 3100 and 3200 shall be purchased in accordance with Section J, Attachment 1, paragraph 3.5.1 of the Performance Work Statement (PWS) of this contract.

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.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**RESERVED CLIN - SB GRADUATE**

**3700** RESERVED CLIN (service)

*Noun:* TRAVEL - SB GRADUATE

*PSC:*

*Descriptive Data:*

A. The contractor shall provide travel IAW the PWS (Section J, Atch 1) of 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. No profit shall be paid on purchases under this CLIN; however, DCAA approved burden rates are authorized.

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**

**4010** OPTION CLIN (service)

*Noun:* NETWORK CENTRIC SOLUTIONS  
*PSC:* D316

*Descriptive Data:*

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

B. The Products proposed to make up these solutions shall be priced under CLIN 4060 on a cost reimbursable basis.

C. ODCs and travel shall be priced separately under CLIN(s) 4060 and 4070.

D. Contract type shall be Firm-Fixed Price (FFP), Fixed-Price Incentive (Firm Target/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.

G. When it is determined that the principal purpose of the requirements falling within the scope of this basic contract are for an end item of supply, this CLIN may be used at the task order level and coded as a supply. The applicable supply clauses must be identified in the task order Request for Proposal (RFP) and any resulting task order. The Service Contract Act (SCA) does not apply. The Walsh Healy Act may apply.

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

**4020**      OPTION CLIN (service)

*Noun:*                                      NETWORK CENTRIC SOLUTIONS  
*PSC:*                                         D316

*Descriptive Data:*

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

B. The Products proposed to make up these solutions shall be priced under CLIN 4060 on a cost reimbursable basis.

C. ODCs and travel shall be priced separately under CLIN(s) 4060 and 4070.

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.

G. When it is determined that the principal purpose of the requirements falling within the scope of this basic contract are for an end item of supply, this CLIN may be used at the task order level and coded as a supply. The applicable supply clauses must be identified in the task order Request for Proposal (RFP) and any resulting task order. The Service Contract Act (SCA) does not apply. The Walsh Healy Act may apply.

**OPTION PERIOD 4**

**4030**      OPTION CLIN (service)

*Noun:*                                      NETWORK CENTRIC SERVICES  
*PSC:*

*Descriptive Data:*

A. The contractor shall provide labor hours IAW the PWS (Section J, Atch 1) of the basic contract and as cited in each individual task order. The contractor shall provide labor categories and rates IAW Section J, Atch 5, and as cited in each individual task order.

B. Contract type shall be Labor Hour.

C. ODCs and travel shall be priced separately under CLIN(s) 4060 and 4070.

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

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

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

**4040** 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 (Contract Data Requirements List (CDRL) and as cited in each individual task order.

B. This CLIN is Not Separately Priced (NSP). The price is included in CLIN 4010, CLIN 4020 and CLIN 4030.

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**

**4050** 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 and Construction 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.

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<u>ITEM</u>	<u>SUPPLIES OR SERVICES</u>	<u>Qty Purch Unit</u>	<u>Unit Price Total Item Amount</u>
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**OPTION PERIOD 4**

**4060** OPTION CLIN

*Noun:* OTHER DIRECT COSTS (ODCS)

*PSC:*

*NSN:* N - Not Applicable

*Contract type:* S - COST

*Inspection:* DESTINATION

*Acceptance:* DESTINATION

*FOB:* DESTINATION

*Descriptive Data:*

A. The contractor shall provide other direct costs 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 the solutions in CLINs 4010 and 4020 shall be purchased in accordance with Section J, Attachment 1, paragraph 3.5.1 of the Performance Work Statement (PWS) of this contract.

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**

**4070** OPTION CLIN (service)

*Noun:* TRAVEL

*PSC:*

*Descriptive Data:*

A. The contractor shall provide travel IAW the PWS (Section J, Atch 1) of 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. No profit shall be paid on purchases under this CLIN; however, DCAA approved burden rates are authorized.

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

F. 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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**RESERVED CLIN - SB GRADUATE**

**4100** RESERVED CLIN (service)

*Noun:* NETWORK CENTRIC SOLUTIONS - SB GRADUATE

*PSC:*

*Descriptive Data:*

A. The contractor shall provide a wide range of solutions to complete the requirements IAW the PWS of the basic contract (Section J, Atch 1) 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 Target/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.

**RESERVED CLIN - SB GRADUATE**

**4200** RESERVED CLIN (service)

*Noun:* NETWORK CENTRIC SOLUTIONS - SB GRADUATE

*PSC:*

*Descriptive Data:*

A. The contractor shall provide a wide range of solutions to complete the requirements IAW the PWS of the basic contract (Section J, Atch 1) 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.

Qty

Unit Price

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ITEM	SUPPLIES OR SERVICES	Purch Unit	Total Item Amount
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**RESERVED CLIN - SB GRADUATE**

**4300** RESERVED CLIN (service)

*Noun:* NETWORK CENTRIC SERVICES - SB GRADUATE

*PSC:*

*Descriptive Data:*

A. The contractor shall provide labor hours IAW the PWS (Section J, Atch 1) of the basic contract and as cited in each individual task order. The contractor shall provide labor categories and rates IAW Section J, Atch 5, and as cited in each individual task order

B. Contract type shall be Labor Hour.

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.

**RESERVED CLIN - SB GRADUATE**

**4400** RESERVED CLIN (supply)

*Noun:* DATA - SB GRADUATE

*PSC:*

*NSN:* N - Not Applicable

*DD1423 is Exhibit:* A

*Descriptive Data:*

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

B. Deliver data in accordance with Exhibit A, as specified and dated in each individual task order and the basic contract.

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

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

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

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ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**RESERVED CLIN - SB GRADUATE**

**4500** RESERVED CLIN (service)

*Noun:* WARRANTY - SB GRADUATE

*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 and Construction 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.

**RESERVED CLIN - SB GRADUATE**

**4600** RESERVED CLIN (supply)

*Noun:* OTHER DIRECT COSTS (ODCS) - SB GRADUATE

*PSC:*

*NSN:* N - Not Applicable

*Descriptive Data:*

A. The contractor shall provide other direct costs 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 the solutions in CLINs 4100 and 4200 shall be purchased in accordance with Section J, Attachment 1, paragraph 3.5.1 of the Performance Work Statement (PWS) of this contract.

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.

ITEM	SUPPLIES OR SERVICES	Qty Purch Unit	Unit Price Total Item Amount
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**RESERVED CLIN - SB GRADUATE**

**4700** RESERVED CLIN (service)

*Noun:* TRAVEL - SB GRADUATE

*PSC:*

*Descriptive Data:*

A. The contractor shall provide travel IAW the PWS (Section J, Atch 1) of 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. No profit shall be paid on purchases under this CLIN; however, DCAA approved burden rates are authorized.

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

F. 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 in each individual task order."

B028 Applies to CLIN(s) - 0010, 1010, 2010, 3010, 3100, 4010 and 4100 only.  
*Applies to Firm-Fixed-Price CLIN(s) only.*

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

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

Target Cost "to be cited in each individual task order."  
Target Profit "to be cited in each individual task order."  
Target Price "to be cited in each individual task order."  
Ceiling Price "to be cited in each individual task order."

B030 Applies to CLIN(s) - 0010, 1010, 2010, 3010, 3100, 4010 and 4100 only, see CLIN paragraph D.  
*Applies to Fixed-Price Incentive (Firm Target) CLIN(s) only.*

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

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

Target Cost "to be cited in each individual task order."  
Target Profit "to be cited in each individual task order."  
Target Price "to be cited in each individual task order."  
Ceiling Price "to be cited in each individual task order."

B031 Applies to CLIN(s) - 0010, 1010, 2010, 3010, 3100, 4010 and 4100 only, see CLIN paragraph D.  
*Applies to Fixed-Price Incentive (Successive Targets) CLIN(s) only.*

**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, NetOps and Infrastructure Solutions Small Business Companion 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**

"See Section J, Attachment 5, and as cited in each individual task order."

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

(c) The total value of the labor-hour CLINs 0030, 1030, 2030, 3030, 3300, 4030, 4300 shall not exceed 10% of the \$5,790,000,000 ceiling for the NetOps & Infrastructure Solutions Small Business Companion contract. The Government has the unilateral right to restrict usage of the labor-hour CLINs.

B035 Applies to CLIN(s) - 0030, 1030, 2030, 3030, 3300, 4030 and 4300 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 order" has been determined to be "to be cited in each individual task order."

B038 Applies to CLIN(s) - 0020, 1020, 2020, 3020, 3200, 4020, 4200 only, see Section B CLIN paragraph D.  
*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 Statements of Objectives or Performance Work Statements 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."

B050 Applies to CLIN(s) - 0060, 0070, 1060, 1070, 2060, 2070, 3060, 3070, 3600, 3700, 4060, 4070, 4600 and 4700.  
*Applies to Cost CLIN(s) only.*

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

The target cost and fee for this contract "to be cited in each individual task order". The applicable target 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.

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."

B057 Applies to CLIN(s) - 0020, 1020, 2020, 3020, 3200, 4020 and 4200 only, see Section B CLIN paragraph D.

*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 shall be "cited in each individual task order." 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"

B058 Applies to CLIN(s) - 0020, 1020, 2020, 3020, 3200, 4020, 4200 only, see CLIN paragraph D

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

#### **B061 CONTRACT MAXIMUM AND CONTRACT MINIMUM GUARANTEE (MAY 2010)**

(a) The maximum amount of this contract shall not exceed \$5,790,000,000, which represents the maximum value of business opportunity available under NETCENTS-2 NetOps and Infrastructure Solutions small business companion contract. The maximum ceiling amount of \$5,790,000,000 shall be spread amongst all NETCENTS-2 NetOps and Infrastructure Solutions small business companion 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 5253.232-9001  
IMPLEMENTATION OF LIMITATION OF FUNDS) (SEP 2012)**

(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").

**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, Performance 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.

**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)  
52.246-03 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)  
52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)  
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 Workflow (WAWF) 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 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 PCO as identified in the CDRLS and Contract and Exhibit Lines or Subline Items, or as identified in each individual task order.

**ESO-E001 ACCESS TO RECORD, DATA AND FACILITIES (NOV 2009)**

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 (NOV 2009)**

Inspection and acceptance requirements for data items will be cited in each 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."
- 52.211-12 LIQUIDATED DAMAGES -- CONSTRUCTION (SEP 2000)  
Para (a), Amount of liquidated damages. "to be cited in each individual task order."
- 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)  
*Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s), Fixed-Price Incentive (Successive Targets) CLIN(s), Fixed-Price Award Fee CLIN(s) only.*
- 52.242-15 STOP-WORK ORDER (AUG 1989)  
*Applies to Firm-Fixed-Price CLIN(s), Labor-Hour CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s), Fixed-Price Incentive (Successive Targets) CLIN(s), Fixed-Price Award Fee CLIN(s) only.*
- 52.242-15 STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)  
*Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
- 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)  
*Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s), Fixed-Price Incentive (Successive Targets) CLIN(s), Fixed-Price Award Fee CLIN(s) only.*
- 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:

**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	Period of Performance
1010 - 1070	Effective Date of Option Period through one (1) year
2010 - 2070	Effective Date of Option Period through one (1) year
3010 - 3070	Effective Date of Option Period through one (1) year
4010 - 4070	Effective Date of Option Period through one (1) year

(b) Task order Option CLIN(s) and period of performance to be cited in each individual task order.

(c) APPLICABLE TO SMALL BUSINESS GRADUATE AWARDEES ONLY:

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

CLIN Number	Ordering Period
3100 - 3700	Effective Date of Option Period through one (1) year
4100 - 4700	Effective Date of Option Period through one (1) year

(2) Task order Option CLIN(s) and period of performance to be cited in each individual task order.

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

(a) ID/IQ Contract Ordering Period: The ordering period shall be from 2 April 2015 for a three year basic period and four one-year option periods, if exercised.

(b) Task Order Period of Performance: Task Orders may be issued during any of the contract ordering periods. The performance period for each task order shall be cited in each individual 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 order issued under this IDIQ contract, shall not exceed five (5) years, including all option periods.

The period of performance for any task order shall not extend more than 3 years beyond the last day of the last contract ordering period (e.g., a task order issued on the last day of the last ordering period 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 2 April 2015".

(b) "WARO" means "weeks after 2 April 2015".

(c) "DARO" means "days after 2 April 2015".

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

This Clause was modified by: P00001.

**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 (NOV 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 NetOps and Infrastructure Solutions Small Business Companion 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 Network Operations (NetOps) and Infrastructure Solutions Small Business Companion contracts may be available to DoD and other Federal Agencies. 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.

(g) 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.

(h) Each decentralized ordering agency's Contracting Officer will make all determinations pertaining to individual task orders issued by that agency.

#### **G020 ADMINISTRATIVE MATTERS (NOV 2009)**

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

AFLCMC/HIK  
ATTN: Timothy H. Dowling  
NETCENTS-2 PCO  
501 East Moore Drive, Bldg 884, Room 1400  
MAFB-Gunter Annex, AL 36114  
Phone: (334) 416-1282

(b) An ACO may be cited in each individual task order.

(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: P00006, P00007.

#### **G021 CONTRACT HOLIDAYS (SEP 2012)**

(FORMERLY AFMC FARS 5352.237-9002 CONTRACT HOLIDAYS (AFMC) (NOV 2007))

(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 Years Day  
Martin Luther King Jr, Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans 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:

**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 AF Lifecycle Management Center (AFLCMC), 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 AF Lifecycle Management Center (AFLCMC) 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)**

Written approval must be received from the Contracting Officer prior to Disclosure of Information. 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.

The request may be submitted electronically or to the following addresses:

(a) One copy to: Contracting Officer, NetOps SB, AFLCMC/HIK, 501 E. Moore Drive, Bldg 884, Room 1400, Maxwell AFB-Gunter Annex, AL 36114-3004.

(b) One copy to: Office of Strategic Communications, AFLCMC/HIP, 490 E. Moore Drive, Suite 201, Maxwell AFB-Gunter Annex, AL 36114-3004.

(c) One copy to: Program Manager, NetOps SB, AFLCMC/HICI, 501 E. Moore Drive, Bldg 884, Room 1300, 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 contracts Customer Identification Code (CIC). If the contractor does not have a 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 "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 NETCENTS-2 Netcentric 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 Ordering Portal and/or AFWAY II. 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."

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### **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).

### **H103 ON-RAMP (JAN 2014)**

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 NetOps and Infrastructure Solutions Small Business Companion effort 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 small business 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 CONFLICTS OF INTEREST (OCI) (JAN 2014)**

As prescribed in AFFARS 5309.507-2(b) and FAR 9.507-1, affected task order solicitations shall contain the provision at AFFARS 5352.209-9001, Potential Organizational Conflict of Interest, substantially as written.

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 (OCT 2013)**

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 (Contract Policy and International Contracting), OUSD(AT&L) DPAP/CPIC, 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://home.dcms.mil/cassites/district.htm>. 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) (MAR 2010)**

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 NetOps and Infrastructure Solutions 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)**

Contractors must comply with all Security Requirements within the solicitation and resulting contract and individual task order. Contractors must contact the local security office for each task order to clarify security requirements to ensure compliance. The following attachments are included as samples of local security requirements:

Section J, Attachment 2 - SECURITY REQUIREMENTS FOR CLASSIFIED WORK  
Section J, Attachment 3 - SECURITY REQUIREMENTS FOR UNCLASSIFIED WORK

### **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 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) (TAILORED)**

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 Network Operations (NetOps) and Infrastructure Solutions Small Business Companion contracts may be available to DoD and other Federal Agencies. 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 the micropurchase threshold 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 may purchase products from the NETCENTS-2 Netcentric Products contract in accordance with Section J, Attachment 1, Para 3.5.1 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 NetOps and Infrastructure Solutions Category (NetOps) 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 the micro-purchase threshold, but not over the simplified acquisition threshold shall be competed in the NetOps 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 NetOps 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 IDIQ awardee, the RFP shall be withdrawn and the requirement, if still valid, shall be resolicited in the NetOps full and open pool of ID/IQ contracts awardees.
- b. For orders exceeding the simplified acquisition threshold 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 NetOps Small Business Companion contract pool of awardees. If a task order is competed in the NetOps 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 NetOps 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 NetOps & Infrastructure Solutions Small Business Companion 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 Representative (COR)
  - iv. Technical requirements package
  - v. Performance Work Statement (PWS) or Statement of Work (SOW) or Statement of 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 the micro-purchase threshold 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 5306.304.

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 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 task order specific clauses and/or provisions and 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 SOO/PWS requirements. Written technical proposals shall normally address:
- a. Technical Approach and descriptive narrative of the contractor's understanding of the requested effort
  - b. PWS in response to a SOO
  - c. Integrated Master Plan (if applicable)
  - d. Integrated Master Schedule (if applicable)
  - e. Key Personnel Assigned
  - f. Quantities/Hours of Personnel by Labor Categories and narrative justification (if applicable)
  - g. Other Direct Costs (ODCs) (materials and supplies, travel, training, etc.(quantities and types only))
  - h. Period of Performance
  - i. Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI)
  - j. Security (including clearance level)
  - k. Teaming Arrangement (including subcontracting; identify new ACAs)
  - l. Small Business Plan (if a large business)
  - m. 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 0030, 1030, 2030, 3030, 3300, 4030, 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 is required. 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). If a pre-proposal conference is conducted, AFFARS provision 5352.215-9001 Notice of Pre-bid/Pre-proposal Conference will be included in the TO solicitation.
  - 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 FAR 16.505 (a)(10)(i) 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 33.104 <<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/33.htm>>.

This Clause was modified by: P00001, P00009 (this mod).



### **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 the following Labor Hour Line Items: 0030, 1030, 2030, 3030, 3300, 4030, 4300.

### **H139 SMALL BUSINESS GRADUATE TRANSITION (NOV 2009)**

1. The NETCENTS-2 NetOps & Infrastructure 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 Periods 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, in accordance with FAR 52.219-9, Small Business Subcontracting Plan, the subcontracting plan contained in the dated proposal, will be incorporated by reference.
  5. 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 ID/IQ contract:
    - Federal Acquisition Regulation (FAR)
    - 52.219-8 -- Utilization of Small Business Concerns
    - 52.219-9 -- Small Business Subcontracting Plan
    - 52.219-9 Alt II -- Small Business Subcontracting Plan Alternate II
    - 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)

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 NetOps & Infrastructure Solutions 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 B003, which will identify and show your commitment to subcontracting opportunities for each SB sub-category in performance of the NETCENTS-2 NetOps & Infrastructure Solutions 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 B003. 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 SMALL BUSINESS GRADUATE TRANSITION FOR SMALL BUSINESS COMPANION CONTRACT AWARDEES (NOV 2009)**

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 NetOps & Infrastructure Solutions 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 NetOps & Infrastructure Solutions 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 Government will evaluate evidence provided for assurance that the prime contractor's systems engineering (SE) processes are certified at ISO 9001:2000 or ISO 9001:2008 or ISO/IEC 20000 or appraised by an SEI-authorized lead appraiser of being at CMMI Development Level 2 (or higher) using the Software Engineering Institute's (SEI) Standard CMMI Appraisal Method for Process Improvement (SCAMPI) Method A. This certification must be held at the prime contractor's organizational level performing the contract. The Government will evaluate (confirm) the contractor's certification(s) and/or appraisals based on documentation provided in the submission. The requirement is met when the contractor provides documented proof (copies of certificates and/or appraisals).

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 NetOps and Infrastructure Solutions contract.

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

a. Verify contractor has an adequate 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 System for Award Management (SAM) 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 ASSOCIATE CONTRACTOR AGREEMENTS (ACAS) (JAN 2012)**

Reference IG 5317.9000

(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) 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.
- (e) 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.
- (f) 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.
- (g) The following contractors are associate contractors with whom agreements are required:

CONTRACTOR	ADDRESS	PROGRAM/CONTRACT
"to be cited in each individual task order"		

#### **H142 ADVANCE CHANGE ADJUSTMENT AGREEMENTS (JAN 2012)**

FORMERLY AFMC 5352.243-9001 ADVANCE CHANGE ADJUSTMENT AGREEMENTS (AFMC) (OCT 2008)

(a) Purpose. This clause establishes a procedure by which the parties agree to change this contract per the Changes clause of this contract without an equitable adjustment to the contract price. The parties agree that each change not exceeding the micro-purchase, 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 clause, the Contractor shall submit a written proposal or offer to accomplish the proposed change without an equitable adjustment. If the Contracting Officer determines no adjustment is necessary, the Contractor's proposal may be accepted by issuing a unilateral modification using an SF Form 30, Amendment of Solicitation/Modification of Contract. The modification shall (1) be issued under the Changes clause; (2) cite this clause; (3) reference the Contractor's proposal or offer; and (4) direct the changes to be made. The issuance of the modification shall constitute acceptance of the Contractor's proposal or offer, shall be binding on both parties, and shall be a full, complete and final settlement for the directed changes.

#### **H143 BASE SUPPORT (JAN 2012)**

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

Base support shall be provided by the Government to the Contractor in accordance with this clause. Failure by the Contractor to comply with the requirements of this clause shall release the Government, without prejudice, from its obligation to provide base support by the date(s) required. If warranted, and if the Contractor has complied with the requirements of this clause, an equitable adjustment shall be made if the Government fails to provide base support by the date(s) required.

(a) Base support includes Government - controlled working space, material, equipment, services (including automatic data processing), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Air Force Installation where this contract shall be performed. All Government property in the possession of the Contractor, provided through the base support clause, shall be used and managed in accordance with the Government Property clauses.

(b) The Air Force installations providing the support shall be listed in subparagraph (e), and the Government support to be furnished by each installation under this contract shall be listed in subparagraph (f).

(c) Unless otherwise stipulated in the contract schedule, support shall be provided on a no-charge-for-use basis and the value shall be a part of the Government's contract consideration.

(d) The Contractor agrees to immediately report (with a copy to the cognizant CAO) inadequacies, defective Government Furnished Property (GFP) or nonavailability of support stipulated by the contract schedule, together with a recommended plan for obtaining the required support. The Government agrees to determine (within 10 workdays) the validity and extent of the involved requirement and the method by which it shall be fulfilled (e.g., purchase, rental, lease, GFP, etc.). Facilities shall not be purchased under this clause. Additionally, the Contractor (or authorized representative) shall not purchase, or otherwise furnish any base support requirement provided by the clause (or authorize others to do so), without prior written approval of the Contracting Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements.

**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: 6.15.x1000; Issued: 6/30/2017; FAR: FAC 2005-95; DFAR: DPN20161222; DL.: DL 98-021; Class Deviations: CD 2017-00002; AFFAR: 2002 Edition; AFAC: AFAC 2017-0127; 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)  
This Clause was modified by: P00001.
  
- 52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- 52.203-07 ANTI-KICKBACK PROCEDURES (MAY 2014)  
This Clause was modified by: P00001.
  
- 52.203-08 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)  
This Clause was modified by: P00001.
  
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)  
This Clause was modified by: P00001.
  
- 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. ""to be cited in each individual task order.""
  
- 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)
- 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)
- 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)
- 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)  
This Clause was modified by: P00001.
  
- 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)  
This Clause was modified by: P00009 (this mod).

- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)
- 52.209-09 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)
- 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (DEC 2014)  
This Clause was modified by: P00001.
- 52.210-01 MARKET RESEARCH (APR 2011)
- 52.211-05 MATERIAL REQUIREMENTS (AUG 2000)
- 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)  
(a) Number of calendar days is "to be cited in each individual task order."  
(c) Number of days or calendar date is "to be cited in each individual task order."
- 52.215-02 AUDIT AND RECORDS -- NEGOTIATION (OCT 2010)
- 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)
- 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010)
- 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)
- 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS (OCT 2010)
- 52.215-17 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)  
*Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
- 52.216-07 ALLOWABLE COST AND PAYMENT (JUN 2013) - ALTERNATE I (FEB 1997)



- 52.216-08 Para (a) (3), Day prescribed by agency head, or "30th". 'to be cited in each individual task order"  
FIXED FEE (JUN 2011)  
*Applies to Cost-Plus-Fixed-Fee CLIN(s) only.*
- 52.216-09 FIXED FEE -- CONSTRUCTION (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"  
*Applies to Cost-Plus-Incentive-Fee (Performance) CLIN(s) only.*
- 52.216-11 COST CONTRACT -- NO FEE (APR 1984)  
*Applies to Cost CLIN(s) only.*
- 52.216-16 INCENTIVE PRICE REVISION -- FIRM TARGET (OCT 1997)  
Para (a), Line Item numbers: ""0010, 1010, 2010, 3010, 4010, 3100, 4100"  
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: ""to be cited in each individual task order"  
Para (d)(2)(ii), Percent: ""to be cited in each individual task order"  
Para (d)(2)(iii), Percent: ""to be cited in each individual task order"  
*Applies to Fixed-Price Incentive (Firm Target) CLIN(s) only.*
- 52.216-16 INCENTIVE PRICE REVISION -- FIRM TARGET (OCT 1997) - ALTERNATE I (APR 1984)  
Para (a), Line Item numbers ""0010, 1010, 2010, 3010, 4010, 3100, 4100"  
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: ""to be cited in each individual task order"  
Para (d)(2)(ii), Percent: ""to be cited in each individual task order"  
Para (d)(2)(iii), Percent: ""to be cited in each individual task order"
- 52.216-17 INCENTIVE PRICE REVISION -- SUCCESSIVE TARGETS (OCT 1997)  
Para (a) Line Item numbers ""0010, 1010, 2010, 3010, 4010, 3100, 4100"  
Para (a) Ceiling Price ""to be cited in each individual task order"  
Para (a) Initial Target Profit ""to be cited in each individual task order"  
Para (c)(1) Number of Days ""to be cited in each individual task order"  
Para (c)(1) Degree of completion ""to be cited in each individual task order"  
Para (d)(2) 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 ""to be cited in each individual task order"  
Para (d)(2) In no event shall total firm target be more 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 ""to be cited in each individual task order"  
*Applies to Fixed-Price Incentive (Successive Targets) CLIN(s) only.*
- 52.216-17 INCENTIVE PRICE REVISION -- SUCCESSIVE TARGETS (OCT 1997) - ALTERNATE I (APR 1984)  
Para (a) Line Item numbers ""0010, 1010, 2010, 3010, 4010, 3100, 4100"  
Para (a) Ceiling Price ""to be cited in each individual task order"  
Para (a) Initial Target Profit ""to be cited in each individual task order"  
Para (c)(1) Number of Days ""to be cited in each individual task order"  
Para (c)(1) Degree of completion ""to be cited in each individual task order"

- Para (d)(2) 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 ""to be cited in each individual task order""  
Para (d)(2) In no event shall total firm target be more 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 ""to be cited in each individual task order""
- 52.216-18 ORDERING (OCT 1995)  
Para (a), Issued from date is '2 April 2015'  
Para (a), Issued through date is ""three (3) years for base period and through the last day of the current ordering period (seven years if all ordering periods are exercised)""
- 52.216-22 INDEFINITE QUANTITY (OCT 1995)  
Para (d), Date is ""three (3) years beyond the last day of the final ordering period (i.e. ten years from 2 April 2015 if all ordering periods are exercised)""
- 52.217-08 OPTION TO EXTEND SERVICES (NOV 1999)  
Period of time. "ten (10) days immediately preceding base period, option period, or award term period."
- 52.219-06 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)  
52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)  
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 ""to be cited in each individual task order as applicable""
- 52.222-04 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION (MAY 2014)  
This Clause was modified by: P00001.
- 52.222-06 CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014)  
This Clause was modified by: P00001.
- 52.222-07 WITHHOLDING OF FUNDS (MAY 2014)  
This Clause was modified by: P00001.
- 52.222-08 PAYROLLS AND BASIC RECORDS (MAY 2014)  
This Clause was modified by: P00001.
- 52.222-09 APPRENTICES AND TRAINEES (JUL 2005)  
52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)  
52.222-11 SUBCONTRACTS (LABOR STANDARDS) (MAY 2014)  
This Clause was modified by: P00001.
- 52.222-12 CONTRACT TERMINATION -- DEBARMENT (MAY 2014)  
This Clause was modified by: P00001.
- 52.222-13 COMPLIANCE WITH CONSTRUCTION WAGE RATE REQUIREMENTS AND RELATED REGULATIONS (MAY 2014)  
This Clause was modified by: P00001.
- 52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)  
52.222-15 CERTIFICATION OF ELIGIBILITY (MAY 2014)  
This Clause was modified by: P00001.

- 52.222-16 APPROVAL OF WAGE RATES (MAY 2014)  
This Clause was modified by: P00001.
- 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)  
52.222-20 CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT  
EXCEEDING \$15,000 (MAY 2014)  
This Clause was modified by: P00001.
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)  
52.222-26 EQUAL OPPORTUNITY (MAR 2007)  
52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB  
1999)
- 52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)  
52.222-30 CONSTRUCTION WAGE RATE REQUIREMENTS - PRICE ADJUSTMENT (NONE OR  
SEPARATELY SPECIFIED METHOD) (MAY 2014)  
This Clause was modified by: P00001.
- 52.222-31 CONSTRUCTION WAGE RATE REQUIREMENTS - PRICE ADJUSTMENT  
(PERCENTAGE METHOD) (MAY 2014)  
Para (b)(1). Percentage rate. "to be cited in each individual task order"  
Para (b)(2). Publication. "to be cited in each individual task order"  
This Clause was modified by: P00001.
- 52.222-32 CONSTRUCTION WAGE RATE REQUIREMENTS - PRICE ADJUSTMENT (ACTUAL  
METHOD) (MAY 2014)  
This Clause was modified by: P00001.
- 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: P00002.
- 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)  
This Clause was modified by: P00001.
- 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS -  
PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014)  
This Clause was modified by: P00001.
- 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)  
52.222-56 CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)  
This Clause was modified by: P00002.
- 52.223-02 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)  
52.223-03 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)  
Para (b), Material Identification No: ""to be cited in each individual task order"  
52.223-03 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) - ALTERNATE I (JUL 1995)  
Para (b), Material Identification No: ""to be cited in each individual task order"  
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)  
52.223-05 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) - ALTERNATE II (MAY 2011)  
52.223-06 DRUG-FREE WORKPLACE (MAY 2001)  
52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)  
52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)  
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.
- 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)  
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)  
52.225-09 BUY AMERICAN - CONSTRUCTION MATERIALS (MAY 2014)  
Para (b)(2). Insert excepted materials or "none". ""to be cited in each individual task order"  
This Clause was modified by: P00001.
- 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)  
52.227-01 AUTHORIZATION AND CONSENT (DEC 2007) - ALTERNATE II (APR 1984)  
52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

- 52.227-03 PATENT INDEMNITY (APR 1984)  
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)  
52.227-04 PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (DEC 2007)  
52.227-04 PATENT INDEMNITY -- CONSTRUCTION CONTRACTS (DEC 2007) - ALTERNATE I  
(DEC 2007)  
Alt I Para (b), Item(s) to be excluded is "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"  
This Clause was modified by: P00001.
- 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"  
This Clause was modified by: P00001.
- 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"  
This Clause was modified by: P00001.
- 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"  
This Clause was modified by: P00001.
- 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)  
This Clause was modified by: P00001.
- 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)  
*Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s),  
Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
- 52.228-11 PLEDGES OF ASSETS (JAN 2012)  
52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (MAY 2014)  
This Clause was modified by: P00001.
- 52.228-14 IRREVOCABLE LETTER OF CREDIT (NOV 2014)  
This Clause was modified by: P00001.
- 52.229-02 NORTH CAROLINA STATE AND LOCAL SALES AND USE TAX (APR 1984)  
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 "to be cited in each individual task order"  
Para (g), Agency name "to be cited in each individual task order"  
Para (g), Agency name "to be cited in each individual task order"  
Para (g), Agency name "to be cited in each individual task order"
- 52.232-01 PAYMENTS (APR 1984)  
*Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s), Fixed-Price Incentive (Successive Targets) CLIN(s), Fixed-Price Award Fee CLIN(s) only.*
- 52.232-05 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)  
This Clause was modified by: P00001.
- 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)  
*Applies to Labor-Hour CLIN(s) only.*
- 52.232-08 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)  
*Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s), Fixed-Price Incentive (Successive Targets) CLIN(s), Fixed-Price Award Fee CLIN(s) only.*
- 52.232-09 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
- 52.232-11 EXTRAS (APR 1984)  
*Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s), Fixed-Price Incentive (Successive Targets) CLIN(s), Fixed-Price Award Fee CLIN(s) only.*
- 52.232-16 PROGRESS PAYMENTS (APR 2012)
- 52.232-16 PROGRESS PAYMENTS (APR 2012) - ALTERNATE I (MAR 2000)
- 52.232-16 PROGRESS PAYMENTS (APR 2012) - ALTERNATE III (APR 2003)
- 52.232-17 INTEREST (MAY 2014)  
This Clause was modified by: P00001.
- 52.232-18 AVAILABILITY OF FUNDS (APR 1984)
- 52.232-20 LIMITATION OF COST (APR 1984)  
*Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
- 52.232-22 LIMITATION OF FUNDS (APR 1984)
- 52.232-24 PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)  
This Clause was modified by: P00001.
- 52.232-25 PROMPT PAYMENT (JUL 2013)
- 52.232-25 PROMPT PAYMENT (JUL 2013) - ALTERNATE I (FEB 2002)
- 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)  
This Clause was modified by: P00001.
- 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
- 52.232-36 PAYMENT BY THIRD PARTY (MAY 2014)  
This Clause was modified by: P00001.
- 52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)
- 52.233-01 DISPUTES (MAY 2014)  
This Clause was modified by: P00001.

- 52.233-01 DISPUTES (MAY 2014) - ALTERNATE I (DEC 1991)  
This Clause was modified by: P00001.
- 52.233-03 PROTEST AFTER AWARD (AUG 1996)  
*Applies to Firm-Fixed-Price CLIN(s), Labor-Hour CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s), Fixed-Price Incentive (Successive Targets) CLIN(s), Fixed-Price Award Fee CLIN(s) only.*
- 52.233-03 PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)  
*Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
- 52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
- 52.236-01 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)  
Percent is ""to be cited in each individual task order""
- 52.236-02 DIFFERING SITE CONDITIONS (APR 1984)
- 52.236-03 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
- 52.236-05 MATERIAL AND WORKMANSHIP (APR 1984)
- 52.236-06 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
- 52.236-07 PERMITS AND RESPONSIBILITIES (NOV 1991)
- 52.236-08 OTHER CONTRACTS (APR 1984)
- 52.236-09 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
- 52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)
- 52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
- 52.236-12 CLEANING UP (APR 1984)
- 52.236-13 ACCIDENT PREVENTION (NOV 1991)
- 52.236-13 ACCIDENT PREVENTION (NOV 1991) - ALTERNATE I (NOV 1991)
- 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 52.236-16 QUANTITY SURVEYS (APR 1984)
- 52.236-16 QUANTITY SURVEYS (APR 1984) - ALTERNATE I (APR 1984)
- 52.236-18 WORK OVERSIGHT IN COST-REIMBURSEMENT CONSTRUCTION CONTRACTS (APR 1984)
- 52.236-19 ORGANIZATION AND DIRECTION OF THE WORK (APR 1984)
- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE I (APR 1984)
- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997) - ALTERNATE II (APR 1984)  
Alt II, add to para (g) of the basic clause: Desired amount is ""to be cited in each individual task order""
- 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
- 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)  
*Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s), Fixed-Price Incentive (Successive Targets) CLIN(s) only.*
- 52.242-03 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)  
This Clause was modified by: P00001.
- 52.242-04 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)  
*Applies to Labor-Hour CLIN(s), Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
- 52.242-13 BANKRUPTCY (JUL 1995)
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987)  
*Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s), Fixed-Price Incentive (Successive Targets) CLIN(s), Fixed-Price Award Fee CLIN(s) only.*
- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)

- 52.243-01 CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)  
*Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s), Fixed-Price Incentive (Successive Targets) CLIN(s), Fixed-Price Award Fee CLIN(s) only.*
- 52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)
- 52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)  
*Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
- 52.243-02 CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE III (APR 1984)
- 52.243-03 CHANGES -- TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)  
*Applies to Labor-Hour CLIN(s) only.*
- 52.243-04 CHANGES (JUN 2007)
- 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) ""to be cited in each individual task order""  
Para (d), Number of calendar days is (insert 30 for RDSS/C) ""to be cited in each individual task order""
- 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""
- 52.244-02 SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUN 2007)  
Para (d), Contractor shall obtain the Contracting Officer's written consent before placing the following subcontracts: ""to be cited in each individual task order.""  
Para (j), the following subcontracts which were evaluated during negotiations: ""to be cited in each individual task order.""  
*Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
- 52.244-05 COMPETITION IN SUBCONTRACTING (DEC 1996)
- 52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2015)  
This Clause was modified by: P00001.
- 52.245-01 GOVERNMENT PROPERTY (APR 2012)  
This Clause was modified by: P00001.
- 52.245-01 GOVERNMENT PROPERTY (APR 2012) - ALTERNATE I (APR 2012)  
This Clause was modified by: P00002.
- 52.245-01 GOVERNMENT PROPERTY (APR 2012) - ALTERNATE II (APR 2012)
- 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"
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994) - ALTERNATE I (APR 1984)
- 52.247-17 CHARGES (APR 1984)
- 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"  
*Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
- 52.248-01 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"
- 52.248-01 VALUE ENGINEERING (OCT 2010) - ALTERNATE II (FEB 2000)  
Para (m). Contract number. "to be cited in each individual task order"
- 52.248-01 VALUE ENGINEERING (OCT 2010) - ALTERNATE III (APR 1984)  
Para (m). Contract number. "to be cited in each individual task order"
- 52.248-02 VALUE ENGINEERING -- ARCHITECT-ENGINEER (MAR 1990)
- 52.248-03 VALUE ENGINEERING -- CONSTRUCTION (OCT 2010)  
Para (i), Contract number. "to be cited in each individual task order"
- 52.248-03 VALUE ENGINEERING -- CONSTRUCTION (OCT 2010) - ALTERNATE I (APR 1984)  
Para (i), Contract number. "to be cited in each individual task order"
- 52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
- 52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) - ALTERNATE I (SEP 1996)
- 52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) - ALTERNATE II (SEP 1996)
- 52.249-02 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) - ALTERNATE III (SEP 1996)

- 52.249-03 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS) (APR 2012)
- 52.249-03 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS) (APR 2012) - ALTERNATE I (SEP 1996)
- 52.249-04 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM) (APR 1984)
- 52.249-05 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS) (SEP 1996)
- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)  
*Applies to Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE I (SEP 1996)
- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE II (SEP 1996)
- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE III (SEP 1996)
- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE IV (SEP 1996)  
*Applies to Labor-Hour CLIN(s) only.*
- 52.249-06 TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE V (SEP 1996)
- 52.249-07 TERMINATION (FIXED-PRICE ARCHITECT-ENGINEER) (APR 1984)
- 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
- 52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) - ALTERNATE I (APR 1984)
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) - ALTERNATE II (APR 1984)
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984) - ALTERNATE III (APR 1984)
- 52.249-14 EXCUSABLE DELAYS (APR 1984)  
*Applies to Labor-Hour CLIN(s), Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
- 52.251-01 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)
- 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016)  
This Clause was modified by: P00009 (this mod).
- 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (AUG 2015)  
This Clause was modified by: P00004.
- 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)

- 252.209-7004 Para (b), Precious Metal, Quantity, Deliverable Item (NSN and Nomenclature): "to be cited in each individual task order"  
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. "to be cited in each individual task order"  
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. "to be cited in each individual task order"  
Para (f)(2)(iii). Line item number or n/a. "to be cited in each individual task order"  
This Clause was modified by: P00001.
- 252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (SEP 2011)  
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)  
252.216-7003 ECONOMIC PRICE ADJUSTMENT-WAGE RATES OR MATERIAL PRICES CONTROLLED BY A FOREIGN GOVERNMENT (MAR 2012)
- 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: P00002.
- 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.
- 252.225-7030 RESTRICTION ON ACQUISITION OF CARBON, ALLOY, AND ARMOR STEEL PLATE (DEC 2006)

- 252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JAN 2015)  
This Clause was modified by: P00002.
- 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"
- 252.225-7044 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL - BASIC (NOV 2014)  
Para (b)(3). C.O. lists materials or "none". "to be cited in each individual task order"  
This Clause was modified by: P00001.
- 252.225-7045 BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIAL UNDER TRADE AGREEMENTS - BASIC (NOV 2014)  
Para (c)(3). C.O. lists materials or "none". "to be cited in each individual task order"  
This Clause was modified by: P00001.
- 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)
- 252.227-7000 NON-ESTOPPEL (OCT 1966)
- 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)
- 252.227-7032 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (FOREIGN) (JUN 1975)
- 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2013)
- 252.227-7039 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): "to be cited in each individual task order"  
Para (a), contract number(s): "to be cited in each individual task order"  
Para (b), name of contracting agency(ies): "to be cited in each individual task order"
- 252.236-7000 MODIFICATION PROPOSALS--PRICE BREAKDOWN (DEC 1991)
- 252.236-7001 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)  
Para (e). Identify drawings. "to be cited in each individual task order"
- 252.236-7005 AIRFIELD SAFETY PRECAUTIONS (DEC 1991)
- 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)
- 252.239-7010 CLOUD COMPUTING SERVICES (AUG 2015)  
This Clause was modified by: P00004.
- 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"
- 252.239-7018 SUPPLY CHAIN RISK (NOV 2013)
- 252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012)  
*Applies to Labor-Hour CLIN(s), Cost-Plus-Fixed-Fee CLIN(s), Cost-Plus-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee CLIN(s), Cost CLIN(s) only.*
- 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)  
*Applies to Firm-Fixed-Price CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s), Fixed-Price Incentive (Successive Targets) CLIN(s), Fixed-Price Award Fee CLIN(s) only.*
- 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)
- 252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)
- 252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION - BASIC (MAY 2014)  
This Clause was modified by: P00001.

- 252.245-7000 GOVERNMENT-FURNISHED MAPPING, CHARTING, AND GEODESY PROPERTY (APR 2012)  
This Clause was modified by: P00001.
- 252.245-7001 TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY (APR 2012)  
This Clause was modified by: P00001.
- 252.245-7002 REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)  
This Clause was modified by: P00001.
- 252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)  
This Clause was modified by: P00001.
- 252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (MAY 2013)  
This Clause was modified by: P00001.
- 252.246-7002 WARRANTY OF CONSTRUCTION (GERMANY) (JUN 1997)  
This Clause was modified by: P00001.
- 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)  
252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - BASIC (APR 2014)  
This Clause was modified by: P00001.
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE I (APR 2014)  
This Clause was modified by: P00001.
- 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE II (APR 2014)  
This Clause was modified by: P00001.
- 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-Allen, AFLCMC/AQP, (937)255-5472.'  
This Clause was modified by: P00001.
- This Clause was modified by: P00004.
- 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. ""to be cited in each individual task order"
- 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**

**52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) -  
ALTERNATE I (APR 1984)**

The Contractor shall be required to

- (a) commence work under this contract within "to be cited in each individual task order." calendar days after the date the Contractor receives the notice to proceed,
  - (b) prosecute the work diligently, and
  - (c) complete the entire work ready for use not later than "to be cited in each individual task order."
- The time stated for completion shall include final cleanup of the premises.

**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).

**52.216-19 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.
- (d) Notwithstanding paragraphs (a) and (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (a), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within ten (10) calendar days prior to the end of base period or any option periods, 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 option 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."

This Clause was modified by: P00001.

**52.225-21 REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS--BUY AMERICAN STATUTE - CONSTRUCTION MATERIALS (MAY 2014)**

(a) Definitions. As used in this clause—

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. .

"Domestic construction material" means the following—

(1) An unmanufactured construction material mined or produced in the United States.  
(The Buy American statute applies.)

(2) A manufactured construction material that is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States. (Section 1605 of the Recovery Act applies.)

"Foreign construction material" means a construction material other than a domestic construction material.

"Manufactured construction material" means any construction material that is not unmanufactured construction material.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

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

"Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been—

(1) Processed into a specific form and shape; or



(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

(1) This clause implements—

(i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States (produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additives); and

(ii) 41 U.S.C. chapter 83, Buy American, by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a foreign country.

(2) The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraph (b)(3) and (b)(4) of this clause.

(3) This requirement does not apply to the construction material or components listed by the Government as follows: "to be cited in each individual task order."

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable;

(A) The cost of domestic manufactured construction material, when compared to the cost of comparable foreign manufactured construction material, is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent;

(B) The cost of domestic unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of comparable foreign unmanufactured construction material by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality;

(iii) The application of the restriction of section 1605 of the Recovery Act to a particular manufactured construction material would be inconsistent with the public interest or the application of the Buy American statute to a particular unmanufactured construction material would be impracticable or inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American statute applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Cost Comparison

Construction material description	Unit of measure	Quantity	Cost (dollars) *
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.] [Include other applicable supporting information.]

(\*Include all delivery costs to the construction site.)

This Clause was modified by: P00001.

**52.225-23 REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS - BUY AMERICAN STATUTE - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014)**

(a) Definitions. As used in this clause—

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo Tuvalu, Uganda, Vanuatu, Yemen or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

'Designated country construction material' means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

"Domestic construction material" means the following:

(1) An unmanufactured construction material mined or produced in the United States. (The Buy American statute applies.)

(2) A manufactured construction material that is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States. (Section 1605 of the Recovery Act applies.)

"Foreign construction material" means a construction material other than a domestic construction material.

“Free trade agreement (FTA) country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of an FTA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“Manufactured construction material” means any construction material that is not unmanufactured construction material.

“Nondesignated country” means a country other than the United States or a designated country.

“Recovery Act designated country” means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement country (FTA)(Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore); or

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

“Recovery Act designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

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

“Unmanufactured construction material” means raw material brought to the construction site for incorporation into the building or work that has not been—

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“WTO GPA country construction material” means a construction material that—

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) do not apply to Recovery Act designated country construction material. The restrictions of the Buy American statute do not apply to designated country unmanufactured construction material. Consistent with U.S. obligations under international agreements, this clause implements--

(i) Section 1605 of the Recovery Act by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States (produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additives); and

(ii) The Buy American statute by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a nondesignated country.

(2) The Contractor shall use only domestic construction material, Recovery Act designated country manufactured construction material, or designated country unmanufactured construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: "to be cited in each individual task order."

(4) The Contracting Officer may add other construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable;

(A) The cost of domestic manufactured construction material is unreasonable when the cumulative cost of such material, when compared to the cost of comparable foreign manufactured construction material, other than Recovery Act designated country construction material, will increase the overall cost of the contract by more than 25 percent;

(B) The cost of domestic unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of comparable foreign unmanufactured construction material, other than designated country construction material, by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act to a particular manufactured construction material would be inconsistent with the public interest or the application of the Buy American statute to a particular unmanufactured construction material would be impracticable or inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American statute applies, use of foreign construction material other than manufactured construction material from a Recovery Act designated country or unmanufactured construction material from a designated country is noncompliant with the applicable statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign (Nondesignated Country) and Domestic Construction Materials Cost Comparison

Construction material description	Unit of measure	Quantity	Cost (dollars) *
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.][Include other applicable supporting information.]

[\* Include all delivery costs to the construction site.]

This Clause was modified by: P00001.

**52.225-23 REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS - BUY AMERICAN STATUTE - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (MAY 2014) - ALTERNATE I (MAY 2014)**

(a) Definitions. As used in this clause-

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site.

"Designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo Tuvalu, Uganda, Vanuatu, Yemen or Zambia); or

(4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Sint Eustatius, Sint Maarten, or Trinidad and Tobago).

'Designated country construction material' means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

"Domestic construction material" means the following:

(1) An unmanufactured construction material mined or produced in the United States. (The Buy American statute applies.)

(2) A manufactured construction material that is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States. (Section 1605 of the Recovery Act applies.)

"Foreign construction material" means a construction material other than a domestic construction material.

"Free trade agreement (FTA) country construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of an FTA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in an FTA country into a new and different construction material distinct from the materials from which it was transformed.

"Least developed country construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of a least developed country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

"Manufactured construction material" means any construction material that is not unmanufactured construction material.

"Nondesignated country" means a country other than the United States or a designated country.

"Recovery Act designated country" means any of the following countries:

(1) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

(2) A Free Trade Agreement country (FTA)(Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore); or

(3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa,



Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia).

"Recovery Act designated country construction material" means a construction material that is a WTO GPA country construction material, an FTA country construction material, or a least developed country construction material.

"Steel" means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

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

"Unmanufactured construction material" means raw material brought to the construction site for incorporation into the building or work that has not been-

(1) Processed into a specific form and shape; or

(2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

"WTO GPA country construction material" means a construction material that-

(1) Is wholly the growth, product, or manufacture of a WTO GPA country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) do not apply to Recovery Act designated country construction material. The restrictions of the Buy American statute do not apply to designated country unmanufactured construction material. Consistent with U.S. obligations under international agreements, this clause implements--

(i) Section 1605 of the Recovery Act by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States (produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additives); and

(ii) The Buy American statute by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a nondesignated country.

(2) The Contractor shall use only domestic construction material, Recovery Act designated country manufactured construction material, or designated country unmanufactured construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: "to be cited in each individual task order."

(4) The Contracting Officer may add other construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable;

(A) The cost of domestic manufactured construction material is unreasonable when the cumulative cost of such material, when compared to the cost of comparable foreign manufactured construction material, other than Recovery Act designated country construction material, will increase the overall cost of the contract by more than 25 percent;

(B) The cost of domestic unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of comparable foreign unmanufactured construction material, other than designated country construction material, by more than 6 percent;

(ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act to a particular manufactured construction material would be inconsistent with the public interest or the application of the Buy American statute to a particular unmanufactured construction material would be impracticable or inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American statute.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including-

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Cost;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.

(iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American statute applies, use of foreign construction material other than manufactured construction material from a Recovery Act designated country or unmanufactured construction material from a designated country is noncompliant with the applicable statute.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign (Nondesignated Country) and Domestic Construction Materials Cost Comparison

Construction material description	Unit of measure	Quantity	Cost (dollars) *
Item 1:			
Foreign construction material			
Domestic construction material			
Item 2			
Foreign construction material			
Domestic construction material			

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.][Include other applicable supporting information.]

[\* Include all delivery costs to the construction site.]

Alternate I (May 2014). As prescribed in 25.1102 (e), add the following definition of "Bahrainian, Mexican, or Omani construction material" to paragraph (a) of the basic clause, and substitute the following paragraphs (b)(1) and (b)(2) for paragraphs (b)(1) and (b)(2) of the basic clause:

"Bahrainian, Mexican, or Omani construction material" means a construction material that—

(1) Is wholly the growth, product, or manufacture of Bahrain, Mexico, or Oman; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in Bahrain, Mexico, or Oman into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

(1) The restrictions of section 1605 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act) do not apply to Recovery Act designated country manufactured construction material. The restrictions of the Buy American statute do not apply to designated country unmanufactured construction material. Consistent with U.S. obligations under international agreements, this clause implements--

(i) Section 1605 of the Recovery Act, by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States (produced in the United States means that all manufacturing processes of the iron or

steel must take place in the United States, except metallurgical processes involving refinement of steel additives); and

(ii) The Buy American statute by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a nondesignated country.

(2) The Contractor shall use only domestic construction material, Recovery Act designated country manufactured construction material, or designated country unmanufactured construction material, other than Bahrainian, Mexican, or Omani construction material, in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

This Clause was modified by: P00001.

### **52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)**

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

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

(c) Approval and payment of requests.

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

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

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

(d) Liquidation of performance-based payments.

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

based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

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

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

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

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

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

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

(f) Title.

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

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

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

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

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

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

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

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value

of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

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

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

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

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

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

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

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

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

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

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

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

(k) Reservation of rights.

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

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

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

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

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

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

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

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

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

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

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on \_\_\_\_, all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on \_\_\_\_) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated \_\_\_\_; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

**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**

**252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010) (FEB 2015)**

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

This Clause was modified by: P00001.

**252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEVIATION 2016-O0001) (OCT 2015)**

(a) Definitions. As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.



“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) Controlled technical information.

(B) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service of system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations”, <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection approved in writing by an authorized representative of the DoD CIO prior to contract award; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall—

(1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and

(2) Require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

This Clause was modified by: P00004.

**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.

*Applies to Cost-Plus-Award-Fee CLIN(s), Fixed-Price Award Fee CLIN(s) only.*

**252.225-7992 ACQUISITION RESTRICTED TO PRODUCTS OR SERVICES FROM A CENTRAL ASIAN STATE OR AFGHANISTAN (DEVIATION) (APR 2014)**

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

(1) "Product from a Central Asian state or Afghanistan" means a product (including a commercial item) that is mined, produced, or manufactured in the Kyrgyz Republic, the Republic of Kazakhstan, the Republic of Tajikistan, the Republic of Uzbekistan, Turkmenistan, or Afghanistan. This term does not include construction material brought to the construction site by the contractor or subcontractor for incorporation into the building or work, but does cover material separately purchased by the Government to be incorporated into the building or work.

(2) "Service from a Central Asian state or Afghanistan" means a service (including construction) that is performed in the Kyrgyz Republic, the Republic of Kazakhstan, the Republic of Tajikistan, the Republic of Uzbekistan, Turkmenistan, or Afghanistan by citizens or permanent resident aliens of these countries.

(b)(1) The Contractor shall provide only products from a Central Asian state or Afghanistan or services from a Central Asian state or Afghanistan.

(2) For construction contracts, the Contractor is encouraged, but not required, to use construction material from a Central Asian state or Afghanistan. (The use of construction material from

other than Central Asia, Pakistan, the South Caucasus, or Afghanistan may also be subject to Balance of Payments Program or trade agreements or restrictions, if the contract includes the clause 252.225-7044, Balance of Payments Program-Construction Material, used with its Alternate I; or 252.225-7045, Balance of Payments Program-Construction Material Under Trade Agreements, used with its Alternate II or Alternate III.)

This Clause was modified by: P00001.

**252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY (DEVIATION) (SEP 2014)**

(a) The Contractor shall exercise due diligence to ensure that none of the funds received under this contract are provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(b) The Contractor shall exercise due diligence to ensure that none of their subcontracts are associated with a person or entities listed as a prohibited/restricted source in the System for Award Management at [www.sam.gov](http://www.sam.gov).

(c) The Head of the Contracting Activity (HCA) has the authority to-

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) and (b) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(d) The substance of this clause, including this paragraph (d), is required to be included in subcontracts under this contract that have an estimated value over \$50,000.

This Clause was modified by: P00001.

**252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION) (SEP 2014)**

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not-

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000.

This Clause was modified by: P00001.

**252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION) (JAN 2015)**

(a) Definitions. As used in this clause-

“Combatant Commander” means the Commander of the United States Central Command Area of Responsibility.

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

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

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

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

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

(b) General.

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR)

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

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

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

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

(c) Support.

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

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

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

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

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

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

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

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

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable-

- (i) United States, host country, and third country national laws;
- (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures;

and



(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware-

(i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under-

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following-

(i) US Army Criminal Investigation Command at  
<<http://www.cid.army.mil/reportacrime.html>>;

(ii) Air Force Office of Special Investigations at  
<<http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>>;

(iii) Navy Criminal Investigative Service at  
<<http://www.ncis.navy.mil/Pages/publicdefault.aspx>>;

(iv) Defense Criminal Investigative Service at  
<<http://www.dodig.mil/HOTLINE/index.html>>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html) <<http://www.dodig.mil/HOTLINE/index.html>>. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

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

(A) Hold their own identity or immigration documents, such as passport or driver's license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

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

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

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

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

(e) Preliminary personnel requirements.

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

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

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

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

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

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

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

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

(3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the USCENTCOM AOR a copy of the Public Health Service Form 791, "International Certificate of Vaccination" that shows vaccinations are current.

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

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

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

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

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

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

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

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

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

(1) A military-run training center; or

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

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

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

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

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

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

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

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

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

(f) Processing and departure points. CAAF shall-

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

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

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

(g) Personnel data.

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (g)(3) of this clause.

(2) Upon becoming an employee under this contract, the Contractor shall enter into SPOT, and shall continue to use SPOT web-based system to maintain accurate, up-to-date information throughout the employment in the AOR. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in the AOR with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.

(i) In all circumstances, this includes any personnel performing private security functions and CAAF.

(ii) For personnel other than those performing private security functions and CAAF, this requirement excludes anyone-

(A) Hired under contracts valued below the simplified acquisition threshold;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System.

(3) Follow these steps to register in and use SPOT:

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

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

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

(ii) To register in SPOT:

(A) Contractor company administrators should register for a SPOT account at <<https://spot.dmdc.mil>>; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

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

(iv)(A) Refer SPOT application assistance questions to the Customer Support Team at-

(1) Phone: 703-578-5407, DSN 312-698-5407; or  
(2) Email: [dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil](mailto:dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil)  
<<mailto:dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil>>.

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

(h) Contractor personnel.

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

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

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

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

(i) Military clothing and protective equipment.

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

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

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

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

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

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

(j) Weapons.

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

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

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

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

(A) Safely;

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

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

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

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

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

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

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

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

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

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

(m) Evacuation.

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

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

(n) Next of kin notification and personnel recovery.

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

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

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

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

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

This Clause was modified by: P00001.

**252.225-7996 ACQUISITION RESTRICTED TO PRODUCTS OR SERVICES FROM CENTRAL ASIA, PAKISTAN, THE SOUTH CAUCASUS, OR AFGHANISTAN (DEVIATION 2014-O0014) (APR 2014)**

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

(1) "Product from Central Asia, Pakistan, the South Caucasus, or Afghanistan" means a product (including a commercial item) that is mined, produced, or manufactured in Georgia, the Kyrgyz Republic, Pakistan, the Republic of Armenia, the Republic of Azerbaijan, the Republic of Kazakhstan, the Republic of Tajikistan, the Republic of Uzbekistan, Turkmenistan, or Afghanistan. This term does not include construction material brought to the construction site by the contractor or subcontractor for incorporation into the building or work, but does cover material separately purchased by the Government to be incorporated into the building or work.

(2) "Service from Central Asia, Pakistan, the South Caucasus, or Afghanistan" means a service (including construction) that is performed in Georgia, the Kyrgyz Republic, Pakistan, the Republic of Armenia, the Republic of Azerbaijan, the Republic of Kazakhstan, the Republic of Tajikistan, the Republic of Uzbekistan, Turkmenistan, or Afghanistan by citizens or permanent resident aliens of these countries.

(b)(1) The Contractor shall provide only products from Central Asia, Pakistan, the South Caucasus, or Afghanistan or services from Central Asia, Pakistan, the South Caucasus, or Afghanistan.

(2) For construction contracts, the Contractor is encouraged, but not required, to use construction material from Central Asia, Pakistan, the South Caucasus, or Afghanistan. (The use of construction material from other than Central Asia, Pakistan, the South Caucasus, or Afghanistan may also be subject to Balance of Payments Program or trade agreements restrictions, if the contract includes the clause 252.225-7044, Balance of Payments Program-Construction Material, used with its Alternate I; or 252.225-7045, Balance of Payments Program-Construction Material Under Trade Agreements, used with its Alternate II or Alternate III.)

This Clause was modified by: P00001.

**252.225-7997 CONTRACTOR DEMOBILIZATION (DEVIATION) (AUG 2013)**

(a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).

(b) Demobilization plan. The Contractor shall submit a demobilization plan to the Contracting Officer for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the Contracting Officer. Upon acceptance of the demobilization plan by the Contracting Officer, the demobilization plan becomes a material part of the contract and the Contractor agrees to fully perform its demobilization in accordance with that plan. The demobilization plan shall address the items specified in this clause and must demonstrate the Contractor's plans and ability to remove its personnel and equipment from the CJOA and to return Government property no later than 30 days after the expiration of the current period of performance.

(c) Demobilization plan implementation. Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and Contracting Officer Representative that addresses the Contractor's progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to remedy those deficiencies. The Contracting Officer shall review the CAP within five calendar days to determine whether the CAP is acceptable. Upon approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.



(d) Plan contents

(1) The plan shall identify the method of transportation (air, ground) the Contractor intends to use to remove its personnel and equipment from the CJOA and whether that method of transportation is Government or Contractor-furnished. If Government-furnished transportation is authorized, the plan must identify the contract term or condition which authorizes Government transportation of the personnel and equipment associated with this contract.

(2) The plan shall identify the number of Contractor personnel to be demobilized by category (U.S. citizens, Third Country Nationals (TCN), Local Nationals (LN)) and, for U.S. and TCN personnel, identify the point of origin or home country to which they will be transported and the timeline for accomplishing that objective. If U.S. or TCN employees have authorization to remain in the CJOA after completion of demobilization, the plan shall identify the name each individual, their nationality, their location in the CJOA, and provide a copy of the authorization. The plan shall also identify whether the Contractor needs the Contracting Officer to extend the Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.

(3) The plan shall identify all Contractor equipment and the timeline for accomplishing its demobilization. The Contractor shall identify all equipment, whether or not it is covered by CJTSCC Acquisition Instruction Clause "Inbound / Outbound Cargo and Contractor Equipment Census." The plan shall also specify whether the Contractor intends to leave any equipment in the CJOA, a list of all such equipment, including its location, and the reason(s) therefor.

(4) The plan shall identify all Government property provided or made available to the Contractor under this contract or through any separate agreement or arrangement (e.g., Installation Mayors, Garrison Commanders). The plan shall also identify the timeline for vacating or returning that property to the Government, including proposed dates for conducting joint inspections.

(e) Demobilization requirements:

(1) The Contractor shall demobilize and return its personnel to their point of origin or home country according to the approved demobilization plan.

(2) The Contractor is not authorized to use Government-furnished transportation unless specifically authorized in this contract.

(3) The Contractor may request an extension of the LOAs only for those Contractor personnel whose presence is required to execute the approved demobilization plan. The Contractor shall submit its request no later than 30 calendar days prior to the expiration of the current period of performance. LOAs may only be extended for a period up to 30 calendar days after expiration of the current performance period. The request shall contain the following information:

(i) The names of each individual requiring an extension.

(ii) The required extension period.

(iii) The justification for each extension (e.g., the specific function(s) the individual will perform during the demobilization period). The Contractor is not entitled to any additional compensation if LOAs are extended.

(4) The Contractor shall close out their employees deployments with the proper status entered into the Synchronized Pre-Deployment Operational Tracker (SPOT) database (e.g. active, redeployed, no-shows, killed, injured) within 72 hours of their employee's re-deployment and, if applicable, release their personnel in SPOT.

(5) All Contractor equipment that is lost, abandoned or unclaimed personal property that comes into the custody or control of the Government after the demobilization period has ended may be sold or otherwise disposed of in accordance with 10 U.S.C. section 2575. Notwithstanding the previous sentence and the Government's authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractor's failure to perform in accordance with its demobilization plan.

(6) If the Contractor waives its interest to all lost, abandoned or unclaimed personal property, the Contractor may still be liable for all costs incurred by the Government to remove or dispose of the abandoned property.

(7) The Government may dispose of any and all lost, unclaimed, or abandoned personal property in accordance with 10 U.S.C. section 2575.

(8) The Contractor shall return all Government property provided or made available under this contract or through any separate agreement. The Contractor shall report all lost or damaged Government property in accordance with DFARS 52.245-1(h) unless other procedures are identified in the contract or separate agreement. If the Government inspects the property and finds that damages or deficiencies have not been reported by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies or replace the loss.

(9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Government facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall make the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or their designees to arrange for a re-inspection of the facility. If the Installation Mayor or Garrison Commander inspects the facility and finds that damages or deficiencies have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies.

(10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for de-activation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employee's badge is not returned, the Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the United States. Failure to comply with these requirements may result in delay of final payment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

**252.229-7998 TAXES - FOREIGN CONTRACTS IN AFGHANISTAN (MILITARY TECHNICAL AGREEMENT) (DEVIATION) (JUL 2013)**

(a) This acquisition is covered by the Military Technical Agreement (MTA) entered into between the International Security Assistance Forces (ISAF) and Interim Administration of Afghanistan in April 2002 and the 2011 Letter of Interpretation issued on March 9, 2011.

(b) The Military Technical Agreement establishes the basic rules and exempts NATO/ISAF and its contractors and subcontractors from paying any tax or similar charge assessed within Afghanistan. The MTA also exempts the acquisition, importation, exportation and use of supplies and services in Afghanistan from all Afghan taxes, fees, duties or other form of revenue generation.

(c) The Contractors shall exclude any Afghan taxes, customs duties or similar charges from its contract price, except as modified in paragraph (d) below.

(d) The ISAF 2011 Letter of Interpretation (LOI) modified the MTA's tax exemption effective March 21, 2011—

(1) "Local contractors" are subject to tax "for profits earned" from NATO/ISAF contracts or subcontract and may include that tax in its contract price. The goods, materials and supplies acquired and the services provided by local contractors for the use of NATO/ISAF, NATO member states, and non-NATO member states participating in the ISAF remain exempt from all taxes, duties, sales or other taxes, import fees, or fees of any kind. A contractor or subcontractor may include the tax on profits in its contract price.

(2) Afghan citizens employed by NATO/ISAF contractors and subcontractors are subject to Afghan tax laws. To the extent required by Afghan law, contractors and subcontractors are required to withhold tax from the wages of these employees and

to remit those withholdings to the Afghanistan Revenue Department. These withholdings are an individual's liability, not a tax against the contractor or subcontractor.

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

#### **252.229-7999 TAXES - FOREIGN CONTRACTS IN AFGHANISTAN (DEVIATION) (JUL 2013)**

(a) This acquisition is covered by the Agreement regarding the Status of United States Military and Civilian Personnel of the U.S. Department of Defense Present in Afghanistan with Cooperative Efforts in Response to Terrorism, Humanitarian and Civic Assistance, Military Training and Exercises, and other Activities, entered into between the United States and Afghanistan which was concluded by an exchange of diplomatic notes (U.S. Embassy Kabul note No. 202, dated September 26, 2002; Afghan Ministry of Foreign Affairs notes 791 and 93, dated December 12, 2002, and May 28, 2003, respectively), and entered into force on May 28, 2003.

(b) The Agreement exempts the Government of the United States of America and its contractors, subcontractors and contractor personnel from paying any tax or similar charge assessed within Afghanistan. The Agreement also exempts the acquisition, importation, exportation and use of articles and services in the Republic of Afghanistan by or on behalf of the Government of the United States of America in implementing this agreement from any taxes, customs duties or similar charges in Afghanistan.

(c) The Contractor shall exclude any Afghan taxes, customs duties or similar charges from its contract price.

(d) The Agreement does not exempt Afghan employees of DoD contractors and subcontractors from Afghan tax laws. To the extent required by Afghanistan law, contractors and subcontractors are required to withhold tax from the wages of these employees and to remit those payments to the appropriate Afghanistan taxing authority. These withholdings are an individual's liability, not a tax against the Contractor or subcontractor.

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

**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."	
order."	"to be cited in each individual task order."	"to be cited in each individual task order."
order."	"to be cited in each individual task order."	"to be cited in each individual task order."
order."	"to be cited in each individual task order."	"to be cited in each individual task order."

This Clause was modified by: P00001.

**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."

#### **252.239-7009 REPRESENTATION OF USE OF CLOUD COMPUTING (SEP 2015)**

(a) Definition. "Cloud computing," as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) Representation. The Offeror represents that it—

\_\_\_\_\_ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

This Clause was modified by: P00004.

#### **252.239-7999 CLOUD COMPUTING SERVICES (DEVIATION) (JAN 2015)**

(a) Definitions. As used in this clause-

"Access" means the ability or opportunity to gain knowledge of Government or Government-related data or any other data collected or maintained on behalf of the United States Government under this contract.

“Cloud computing” means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

“Government data” means any information, document, media, or machine readable material, regardless of physical form or characteristics, that is created or obtained in the course of official Government business.

“Government-related data” means any information, document, media, or machine readable material, regardless of physical form or characteristics, that is created or obtained by a contractor through the storage, processing, or communication of Government data. This does not include a contractor’s business records, e.g., financial records, legal records, or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

“Spillage” means an unauthorized transfer of classified data or controlled unclassified information to an information system that is not accredited for the applicable security level of the data or information.

(b) Cloud security requirements.

(1) The Contractor shall adopt and maintain administrative, technical, and physical safeguards and controls that are required for the security level and services being provided, in accordance with the Cloud Computing Security Requirements Guide (SRG) (version in effect at the time of contract award) found at <[http://iase.disa.mil/cloud\\_security/Pages/index.aspx](http://iase.disa.mil/cloud_security/Pages/index.aspx)> (Note: the new cyber incident reporting requirements of SRG section 6.4 become enforceable by the Government upon the effective date of the information collection governing the new reporting requirements (see DFARS case 2013-D018). However, this does not abrogate, limit, or otherwise affect the Contractor’s obligation to comply with any other cyber incident reporting or other reporting requirement that is contained in this contract);

(c) Limitations on access to, and use and disclosure of, government data and Government-related data.

(1) The Contractor shall not access, use, or disclose Government data unless specifically authorized by the terms of this contract or a task order issued hereunder.

(i) If authorized by the terms of this contract or a task order issued hereunder, any access to, or use or disclosure of, Government data shall only be for purposes specified in this contract or task order.

(ii) The Contractor shall ensure that its employees are subject to all such access, use, and disclosure prohibitions and obligations.

(iii) These access, use, and disclosure prohibitions and obligations shall survive the expiration or termination of this contract.

(2) The Contractor shall use Government-related data only to manage the operational environment that supports the government data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer.

(d) Records management.

(1) The Contractor shall deliver to the Contracting Officer all Government data and Government-related data in the format specified in the schedule.



(2) The Contractor shall dispose of Government data and Government-related data in accordance with the terms of the contract and provide the confirmation of disposition to the Contracting Officer in accordance with contract closeout procedures.

(e) Notification of third party access to Government data. The Contractor shall notify the Government immediately of any requests from a third party for access to Government data or Government-related data, including any warrants, seizures, or subpoenas it receives, including those from another Federal, State, or Local agency, that could result in the disclosure of any Government data to a third party. The Contractor shall cooperate with the Government to take all measures to protect Government data from any loss or unauthorized disclosure that might reasonably result from the execution of any such request, warrant, seizure, subpoena, or similar legal process.

(f) Spillage.

(1) Upon written notification by the Government of a spillage, or the Contractor's discovery of a spillage, the Contractor shall coordinate immediately with the responsible Government official to correct the spillage in compliance with agency-specific instructions.

(h) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (h), in all subcontracts, including subcontracts for commercial items.

This Clause was modified by: P00001.

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

#### **5352.201-9101 OMBUDSMAN (NOV 2015)**

(a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.

(b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).

(c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, Lt Col Kenneth Decker, Jr. (Primary) and Ms. Jill Willingham-Allen (Alternate), AFLCMC/AQP, (937) 255-5512. Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.

(d) The ombudsman has no authority to render a decision that binds the agency.

(e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

This Clause was modified by: P00004.

**5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST (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.

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

Alternate I (Oct 2010). As prescribed in 5309.507-2(a)(2), either substitute paragraph (a)(2) of the basic clause with one or both of the following paragraphs, or use one or both in addition to the basic paragraphs substantially as written.

(i) The Contractor shall prepare and submit complete specifications for nondevelopmental items to be used in a competitive acquisition. The Contractor shall not furnish these items to the DoD, either as a prime or subcontractor, for the duration of the initial production contract plus "to be cited in each individual task order".

(ii) The Contractor shall either prepare or assist in preparing a work statement for use in competitively acquiring the "to be cited in each individual task order", or provide material leading

directly, predictably, and without delay to such a work statement. The Contractor may not supply "to be cited in each individual task order" for a period "to be cited in each individual task order", as either the prime or subcontractor unless it becomes the sole source, has participated in the design or development work, or more than one contractor has participated in preparing the work statement.

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

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 "to be cited in each individual task order". This does not apply to other technical evaluations concerning the system.

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

Alternate III (Oct 2010). As prescribed in 5309.507-2(a)(4), add the following paragraph (b) to the basic clause substantially as written:

(b) The Contractor may gain access to proprietary information of other companies during contract performance. The Contractor agrees to enter into company-to-company agreements to:

(1) protect another company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company; and,

(2) to refrain from using the information for any purpose other than that for which it was furnished. For information purposes, the Contractor shall furnish copies of these agreements to the Contracting Officer. These agreements are not intended to protect information which is available to the Government or the Contractor from other sources and furnished voluntarily without restriction.

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

Alternate IV (Oct 2010). As prescribed in 5309.507-2(a)(5), add the following paragraph (b) to the basic clause. If Alternate III is also used, renumber this to paragraph (c).

(b) The Contractor agrees to accept and to complete all issued task orders, and not to contract with Government prime Contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest.

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

Alternate V (Oct 2010). As prescribed in 5309.507-2(a)(6), add the following paragraph (b) to the basic clause substantially as written. If more than one Alternate is used, renumber this paragraph accordingly.

(b) The Contractor agrees to accept and to complete issued delivery orders, provided that no new organizational conflicts of interest are created by the acceptance of that order. The Contracting Officer shall identify the organizational conflict of interest in each order. The Contractor shall not contract

with Government prime Contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest.

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

Alternate VI (Oct 2010). As prescribed in 5309.507-2(a)(7), add the following paragraph (b) to the basic clause substantially as written. If either Alternate III or IV or both are used, renumber this paragraph accordingly.

(b) The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work which is subject to the organizational conflict of interest restrictions identified in this clause, unless excused in writing by the Contracting Officer.

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

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DOCUMENT	PGS	DATE	TITLE
EXHIBIT A This attachment/exhibit was modified by: P00002, P00003, P00005.	18	03 MAR 2016	NOSB EXHIBIT A
EXHIBIT B	11	03 FEB 2014	NOSB EXHIBIT B
ATTACHMENT 1 This attachment/exhibit was modified by: P00002, P00003, P00005, P00009 (this mod).	64	27 JUL 2017	NOSB PERFORMANCE WORK STATEMENT (PWS)
ATTACHMENT 2	7	03 FEB 2014	NOSB CLASSIFIED SECURITY GUIDE
ATTACHMENT 3	5	03 FEB 2014	NOSB UNCLASSIFIED SECURITY GUIDE
ATTACHMENT 4	6	03 FEB 2014	NOSB PERFORMANCE PLAN
ATTACHMENT 5	4	16 MAY 2013	NOSB LABOR RATES/CATEGORY DESCRIPTIONS
ATTACHMENT 6	2	03 FEB 2014	NOSB CONTRACT SECURITY CLASSIFICATION SPECIFICATION (DD254)