SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING N	PAGE 1	OF PAGES 111

2. CONTRACT NO.	3. SOLICITATION NO. FA8771-17-R-1000	4. TYPE OF SOLICITATION ☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.

7. ISSUED BY AFLCMC/HIK CODE FA8771	8. ADDRESS OFFER TO (If other than Item 7)
DEPARTMENT OF THE AIR FORCE AFLCMC/HIK 490 EAST MOORE DR., SUITE 270 MAFB - GUNTER ANNEX AL 36114-3000 THOMAS E. CORUM 334-416-4970 THOMAS.CORUM@US.AF.MIL	DEPARTMENT OF THE AIR FORCE AFLCMC/HIK 501 EAST MOORE DR., SUITE 1400I MAFB - GUNTER ANNEX AL 36114-3000 SHANEKA K. BROWN 334-416-4600 AFLCMC.BES.SB_IDIQ_RFP@us.af.mil

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

SOLICITATION

9. This is a solicitation for Small Business Enterprise Application Solutions (SBEAS) Indefinite Delivery Indefinite Quantity (IDIQ).

North American Industry Classification System (NAICS): 541511- Custom Computer Programming Service

All proposal volumes are due in accordance with (IAW) the Instructions To Offerors (ITO) (Attachment 2), at place designated in Block 8.

10. FOR INFORMATION CALL:	A. NAME SHANEKA K. BROWN	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 334-416-4600	C. E-MAIL ADDRESS shaneka.brown@us.af.mil

11. TABLE OF CONTENTS

OFFER (*Must be fully completed by offeror*)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within ____**365**____ calendar days (*60 calendar days unless a different period is inserted by the offeror*) from the date of receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

14. ACKNOWLEDGEMENTS OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS ☐ IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

AWARD (*To be completed by Government*)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☒ 10 U.S.C. 2304(c) (5) ☐ 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM

24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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STANDARD FORM 33 (REV. 9-97)
Prescribed by GSA
FAR (48 CFR) 53.21(c)

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

SBEAS

0010 _____

_____

Noun:	INFORMATION TECHNOLOGY SOLUTIONS AND SERVICES	
PSC:	D302	
Contract type:	J - FIRM FIXED PRICE	
Start Date:	ASREQ	
Completion Date:	ASREQ	
Descriptive Data:		

A. In accordance with the Statement of Objectives (Section J, Attachment 1), the contractor shall provide a wide range of services and solutions. Specific requirements will be defined at the task order level and contractors are required to perform the tasks identified in each individual task order.

B. The contract type for this CLIN is Firm Fixed Price. All variations of Fixed Price contract types IAW FAR 16.2 Fixed Price Contracts may be awarded at the task order level.

C. The ordering period for this CLIN is five (5) years from the date of contract award.

D. The period of performance will be identified in each individual task order.

E. The Contractor shall ensure that services and solutions meet the standards identified in the AF Standards of Excellence located at <http://www.netcents.af.mil/contracts/netcents-2/appsrvs/documents/index.asp>

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

SBEAS

0020   _____
                                                                                               _____

Noun:	INFORMATION TECHNOLOGY SOLUTIONS AND SERVICES
PSC:	D302
Contract type:	S - COST
Start Date:	ASREQ
Completion Date:	ASREQ
Descriptive Data:	

A. In accordance with the Statement of Objectives (Section J, Attachment 1), the contractor shall provide a wide range of services and solutions. Specific requirements will be defined at the task order level and contractors are required to perform the tasks identified in each individual task order.

B. The contract type for this CLIN is Cost-Reimbursement. All variations of Cost-Reimbursement contract types IAW FAR 16.3 Cost-Reimbursement Contracts may be awarded at the task order level.

C. The ordering period for this CLIN is five (5) years from the date of contract award.

D. The period of performance will be identified in each individual task order.

E. The Contractor shall ensure that services and solutions meet the standards identified in the AF Standards of Excellence located at <http://www.netcents.af.mil/contracts/netcents-2/appsrvs/documents/index.asp>

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

SBEAS

0030   _____
                                                                                                 _____

Noun:	INFORMATION TECHNOLOGY SOLUTIONS AND SERVICES
PSC:	D302
Contract type:	Z - LABOR HOUR
Start Date:	ASREQ
Completion Date:	ASREQ
Descriptive Data:	

A. In accordance with the Statement of Objectives (Section J, Attachment 1), the contractor shall provide a wide range of services and solutions. Specific requirements will be defined at the task order level and contractors are required to perform the tasks identified in each individual task order.

B. It is the responsibility of the Task Order Contracting Officer to obtain appropriate approvals before utilizing this CLIN.

C. The contract type for this CLIN is Labor-Hour.

D. The ordering period for this CLIN is five (5) years from the date of contract award.

E. The period of performance will be identified in each individual task order.

F. The Contractor shall ensure that services and solutions meet the standards identified in the AF Standards of Excellence located at <http://www.netcents.af.mil/contracts/netcents-2/appsrvs/documents/index.asp>

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

SBEAS

0040 _____

_____

Noun:	DATA
PSC:	D302
DD1423 is Exhibit:	
Contract type:	J - FIRM FIXED PRICE
Start Date:	ASREQ
Completion Date:	ASREQ
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. The ordering period for this CLIN is five (5) years from the date of contract award.

D. The period of performance will be identified in each individual task order.

E. The Contractor shall ensure that services and solutions meet the standards identified in the AF Standards of Excellence located at
<http://www.netcents.af.mil/contracts/netcents-2/appsrvs/documents/index.asp>

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

SBEAS

0050 _____

_____

Noun:	OTHER DIRECT COSTS (ODCS)
PSC:	D302
Contract type:	S - COST
Start Date:	ASREQ
Completion Date:	ASREQ
Descriptive Data:	

A. In accordance with the SOO (Section J, Attachment 1), other direct costs (ODCs) may be required at the task order level. If required, the contractor shall provide ODCs as cited in each individual task order.

 (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) ODCs shall be in direct support of task order efforts and shall be approved at the task order level prior to purchasing.

B. ODCs will be reimbursed on a cost reimbursable basis. G&A or overhead cost are permissible and will be negotiated at the task order level.

C. The ordering period for this CLIN is five (5) years from the date of contract award.

D. The period of performance will be identified in each individual task order.

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

SBEAS

0060   _____

                                                                                   _____

Noun: TRAVEL
PSC: D302
Contract type: S - COST
Start Date: ASREQ
Completion Date: ASREQ
Descriptive Data:

A. In accordance with the SOO (Section J, Attachment 1), travel requirements will be addressed at the task order level. Costs associated with Contractor travel shall be in accordance with FAR Part 31.205-46, Travel Costs.

B. Trips shall be in direct support of task order efforts and shall be approved at the task order level prior to the commencement of travel.

C. Travel will be reimbursed on a cost reimbursable basis. G&A or overhead cost are permissible and will be negotiated at the task order level. No profit will be paid.

D. The ordering period for this CLIN is five (5) years from the date of contract award.

E. The period of performance will be identified in each individual task order.

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

<u>SBEAS</u>

1010   OPTION CLIN (service)   _____

Noun:	INFORMATION TECHNOLOGY SOLUTIONS AND SERVICES OPTION PERIOD 1
PSC:	D302
Descriptive Data:	

A. In accordance with the Statement of Objectives (Section J, Attachment 1), the contractor shall provide a wide range of services and solutions. Specific requirements will be defined at the task order level and contractors are required to perform the tasks identified in each individual task order.

B. The contract type for this CLIN is Firm Fixed Price. All variations of Fixed Price contract types IAW FAR 16.2 Fixed Price Contracts may be awarded at the task order level.

C. The ordering period for this CLIN is five (5) years from the option, if exercised, effective date.

D. The period of performance will be identified in each individual task order.

E. The Contractor shall ensure that services and solutions meet the standards identified in the AF Standards of Excellence located at
<http://www.netcents.af.mil/contracts/netcents-2/appsrvs/documents/index.asp>

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

SBEAS

1020 OPTION CLIN (service)   _____

Noun: INFORMATION TECHNOLOGY SOLUTIONS AND
                       SERVICES OPTION PERIOD 1
PSC: D302
Descriptive Data:

A. In accordance with the Statement of Objectives (Section J, Attachment 1), the contractor shall provide a wide range of services and solutions. Specific requirements will be defined at the task order level and contractors are required to perform the tasks identified in each individual task order.

B. The contract type for this CLIN is Cost-Reimbursement. All variations of Cost-Reimbursement contract types IAW FAR 16.3 Cost-Reimbursement Contracts may be awarded at the task order level.

C. The ordering period for this CLIN is five (5) years from the option, if exercised, effective date.

D. The period of performance will be identified in each individual task order.

E. The Contractor shall ensure that services and solutions meet the standards identified in the AF Standards of Excellence located at
<http://www.netcents.af.mil/contracts/netcents-2/appsrvs/documents/index.asp>

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

SBEAS

1030   OPTION CLIN (service)   _____

Noun: INFORMATION TECHNOLOGY SOLUTIONS AND
                            SERVICES OPTION PERIOD 1
PSC: D302
Descriptive Data:

A. In accordance with the Statement of Objectives (Section J, Attachment 1), the contractor shall provide a wide range of services and solutions. Specific requirements will be defined at the task order level and contractors are required to perform the tasks identified in each individual task order.

B. It is the responsibility of the Task Order Contracting Officer to obtain appropriate approvals before utilizing this CLIN.

C. The contract type for this CLIN is Labor-Hour.

D. The ordering period for this CLIN is five (5) years from the option, if exercised, effective date.

E. The period of performance will be identified in each individual task order.

F. The Contractor shall ensure that services and solutions meet the standards identified in the AF Standards of Excellence located at <http://www.netcents.af.mil/contracts/netcents-2/appsrvs/documents/index.asp>"

SBEAS

1040   OPTION CLIN (service)   _____

Noun: DATA OPTION PERIOD 1
PSC: D302
DD1423 is Exhibit:
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. The ordering period for this CLIN is five (5) years from the option, if exercised, effective date.

D. The period of performance will be identified in each individual task order.

E. The Contractor shall ensure that services and solutions meet the standards identified in the AF Standards of Excellence located at <http://www.netcents.af.mil/contracts/netcents-2/appsrvs/documents/index.asp>

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

SBEAS

1050   OPTION CLIN (service)   _____

Noun: OTHER DIRECT COSTS (ODCS) OPTION PERIOD 1
PSC: D302
Descriptive Data:

A. In accordance with the SOO (Section J, Attachment 1), other direct costs (ODCs) may be required at the task order level. If required, the contractor shall provide ODCs as cited in each individual task order.

    (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) ODCs shall be in direct support of task order efforts and shall be approved at the task order level prior to purchasing.

B. ODCs will be reimbursed on a cost reimbursable basis. G&A or overhead cost are permissible and will be negotiated at the task order level.

C. The ordering period for this CLIN is five (5) years from the option, if exercised, effective date.

D. The period of performance will be identified in each individual task order.

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

SBEAS

1060   OPTION CLIN (service)   _____

Noun: TRAVEL OPTION PERIOD 1
PSC: D302
Descriptive Data:

A. In accordance with the SOO (Section J, Attachment 1), travel requirements will be addressed at the task order level. Costs associated with Contractor travel shall be in accordance with FAR Part 31.205-46, Travel Costs.

B. Trips shall be in direct support of task order efforts and shall be approved at the task order level prior to the commencement of travel.

C. Travel will be reimbursed on a cost reimbursable basis. G&A or overhead cost are permissible and will be negotiated at the task order level. No profit will be paid.

D. The ordering period for this CLIN is five (5) years from the option, if exercised, effective date.

E. The period of performance will be identified in each individual task order.

NO CLAUSES OR PROVISIONS IN THIS SECTION

NO CLAUSES OR PROVISIONS IN THIS SECTION

NO CLAUSES OR PROVISIONS IN THIS SECTION

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

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.246-01	CONTRACTOR INSPECTION REQUIREMENTS (APR 1984)	
52.246-02	INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996)	
52.246-02	INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996) - ALTERNATE I (JUL 1985)	
52.246-02	INSPECTION OF SUPPLIES -- FIXED-PRICE (AUG 1996) - ALTERNATE II (JUL 1985)	
52.246-03	INSPECTION OF SUPPLIES -- COST-REIMBURSEMENT (MAY 2001)	
52.246-04	INSPECTION OF SERVICES -- FIXED-PRICE (AUG 1996)	
52.246-05	INSPECTION OF SERVICES -- COST-REIMBURSEMENT (APR 1984)	
52.246-06	INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)	
52.246-06	INSPECTION -- TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001) - ALTERNATE I (APR 1984)	
52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)	

Title, number (if any), date, and tailoring (if any) of the higher-level quality standards: 'To be specified in task order if applicable'

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)

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

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES

52.211-08   TIME OF DELIVERY (JUN 1997) - ALTERNATE I (APR 1984)
Para (a). Insert required delivery schedule. '"To be cited in each individual task order"'
Para (a): CO inserts specific details. '"To be cited in each individual task order"'
Para (c). Date. '"To be cited in each individual task order"'

52.211-08   TIME OF DELIVERY (JUN 1997) - ALTERNATE II (APR 1984)
Para (a). Insert required delivery schedule. '"To be cited in each individual task order"'
Para (a):   CO inserts specific details. '"To be cited in each individual task order"'
Para (b). Date. '"To be cited in each individual task order"'

52.211-08   TIME OF DELIVERY (JUN 1997) - ALTERNATE III (APR 1984)
Para (a): Insert required delivery schedule. '"To be cited in each individual task order"'
Para (a): CO inserts specific details. '"To be cited in each individual task order"'

52.211-09   DESIRED AND REQUIRED TIME OF DELIVERY (JUN 1997)
Para (a), Desired Delivery Schedule (Item No., Quantity, and Number of Days within the date of Contract): '"To be cited in each individual task order"'
Para (a), Required Delivery Schedule (Item No., Quantity, and Number of Days within the date of Contract): '"To be cited in each individual task order"'
Para (a), Offeror's proposed delivery schedule: Item no., Quantity, WIthin days after date of contract: '"To be cited in each individual task order"'

52.211-09   DESIRED AND REQUIRED TIME OF DELIVERY (JUN 1997) - ALTERNATE I (APR 1984)
Para (a). Insert desired delivery schedule. '"To be cited in each individual task order"'
Para (a). Insert required delivery schedule. '"To be cited in each individual task order"'
Para (a), Offeror's proposed delivery schedule: Item no., Quantity, WIthin days after date of contract: '"To be cited in each individual task order"'
Alt I, Para (b), Insert date by which CO will make award. '"To be cited in each individual task order"'

52.211-09   DESIRED AND REQUIRED TIME OF DELIVERY (JUN 1997) - ALTERNATE II (APR 1984)
Para (a). Insert desired delivery schedule. '"To be cited in each individual task order"'
Para (a). Insert required delivery schedule. '"To be cited in each individual task order"'
Para (a), Offeror's proposed delivery schedule: Item no., Quantity, Within days after date of contract: '"To be cited in each individual task order"'
Alt I, Para (b), Insert date by which successful offeror will receive notice of award. '"To be cited in each individual task order"'

52.211-09   DESIRED AND REQUIRED TIME OF DELIVERY (JUN 1997) - ALTERNATE III (APR 1984)
Para (a), Desired Delivery Schedule (Item No., Quantity, and Number of Days within the date of Contract): '"To be cited in each individual task order"'
Para (a), Required Delivery Schedule: Item No., Quantity, and Number of Days within the date of Contract: '"To be cited in each individual task order"'
 Para (a), Offeror's proposed delivery schedule: Item no., Quantity, WIthin days after date of contract: '"To be cited in each individual task order"'

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"'

52.242-15   STOP-WORK ORDER (AUG 1989)

Applies to Firm-Fixed-Price CLIN(s), Labor-Hour CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.

52.242-15	STOP-WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)	
52.242-17	GOVERNMENT DELAY OF WORK (APR 1984)	
52.247-34	F.O.B. DESTINATION (NOV 1991)	

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

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.211-08 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule: "To be cited in each individual task order"

REQUIRED DELIVERY SCHEDULE

"To be cited in each individual task order"

ITEM NO.   QUANTITY   WITHIN DAYS
                                AFTER DATE OF
                                CONTRACT

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.   QUANTITY   WITHIN DAYS
                                      AFTER DATE OF
                                      CONTRACT

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

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

A. DEFENSE FAR SUPP CONTRACT CLAUSES IN FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause-

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

"Document type" means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and

(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).
"to be cited in each individual task order".

Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.
"to be cited in each individual task order"

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*
Field Name in WAWF   Data to be entered in WAWF

Pay Official DoDAAC "to be cited in each individual task order"
Issue By DoDAAC "to be cited in each individual task order"
Admin DoDAAC "to be cited in each individual task order"
Inspect By DoDAAC "to be cited in each individual task order"
Ship To Code "to be cited in each individual task order"
Ship From Code "to be cited in each individual task order"
Mark For Code "to be cited in each individual task order"
Service Approver (DoDAAC) "to be cited in each individual task order"
Service Acceptor (DoDAAC) "to be cited in each individual task order"
Accept at Other DoDAAC "to be cited in each individual task order"
LPO DoDAAC "to be cited in each individual task order"
DCAA Auditor DoDAAC "to be cited in each individual task order"
Other DoDAAC(s) "to be cited in each individual task order"

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule"
if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.
"to be cited in each individual task order"

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.
"to be cited in each individual task order"

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

B. OTHER CONTRACT CLAUSES IN FULL TEXT

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

252.204-0003 LINE ITEM SPECIFIC: CONTRACTING OFFICER SPECIFIED ACRN ORDER (SEP 2009)

The payment office shall make payment within the line item in the sequence ACRN order specified below, exhausting all funds in the previous ACRN before paying from the next ACRN.

Line Item ACRN Order "To be cited in each individual task order"

252.204-0004 LINE ITEM SPECIFIC: BY FISCAL YEAR (SEP 2009)

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

252.204-0005 LINE ITEM SPECIFIC: BY CANCELLATION DATE (SEP 2009)

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

252.204-0006 LINE ITEM SPECIFIC: PRORATION (SEP 2009)

The payment office shall make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

252.204-0007 CONTRACT-WIDE: SEQUENTIAL ACRN ORDER (SEP 2009)

The payment office shall make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

252.204-0008 CONTRACT-WIDE: CONTRACTING OFFICER SPECIFIED ACRN ORDER (SEP 2009)

The payment office shall make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified below:

"To be cited in each individual task order"

252.204-0009 CONTRACT-WIDE: BY FISCAL YEAR (SEP 2009)

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

252.204-0011 CONTRACT-WIDE: PRORATION (SEP 2009)

The payment office shall make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently unliquidated for each ACRN.

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

FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.234-04 EARNED VALUE MANAGEMENT SYSTEM (NOV 2016)

(a) The Contractor shall use an earned value management system (EVMS) that has been determined by the Cognizant Federal Agency (CFA) to be compliant with the guidelines in Electronic Industries Alliance Standard 748 (EIA-748) (current version at the time of award) to manage this contract. If the Contractor's current EVMS has not been determined compliant at the time of award, see paragraph (b) of this clause. The Contractor shall submit reports in accordance with the requirements of this contract.

(b) If, at the time of award, the Contractor's EVM System has not been determined by the CFA as complying with EVMS guidelines or the Contractor does not have an existing cost/schedule control system that is compliant with the guidelines in EIA-748 (current version at time of award), the Contractor shall--

(1) Apply the current system to the contract; and

(2) Take necessary actions to meet the milestones in the Contractor's EVMS plan approved by the Contracting Officer.

(c) The Government will conduct an Integrated Baseline Review (IBR). If a pre-award IBR has not been conducted, a post award IBR shall be conducted as early as practicable after contract award.

(d) The Contracting Officer may require an IBR at--

(1) Exercise of significant options; or

(2) Incorporation of major modifications.

(e) Unless a waiver is granted by the CFA, Contractor proposed EVMS changes require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes within 30 calendar days after receipt of the notice of proposed changes from the Contractor. If the advance approval requirements are waived by the CFA, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

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

(g) The Contractor shall require the subcontractors specified below to comply with the requirements of this clause: [Insert list of applicable subcontractors.]

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-O0002; 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)
52.203-06	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-07	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-08	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015)
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)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
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 (OCT 2016)
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016)
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016)
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017)
52.207-03	RIGHT OF FIRST REFUSAL OF EMPLOYMENT (MAY 2006)
52.209-01	QUALIFICATION REQUIREMENTS (FEB 1995)
	Para (b), Name is '"to be cited in each individual task orders"'
	Para (b), Address is '"to be cited in each individual task orders"'
52.209-03	FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989)
	Para (a), Number of units 'To be cited in individual orders'
	Para (a), Lot/item number 'To be cited in individual orders'
	Para (a), Number of calendar days 'To be cited in individual orders'
	Para (b), Number of calendar days 'To be cited in individual orders'
	Para (b), Government activity address 'To be cited in individual orders'
	Para (b), Contract number 'To be cited in individual orders'

Para (b), Lot/Item number 'To be cited in individual orders'
Para (b), Number of calendar days 'To be cited in individual orders'

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

52.209-03   FIRST ARTICLE APPROVAL -- CONTRACTOR TESTING (SEP 1989) - ALTERNATE II (SEP 1989)
Para (a), Number of units 'To be cited in individual orders'
Para (a), Lot/item number 'To be cited in individual orders'
Para (a), Number of calendar days 'To be cited in individual orders'
Para (b), Number of calendar days 'To be cited in individual orders'
Para (b), Government activity address 'To be cited in individual orders'
Para (b), Contract number 'To be cited in individual orders'
Para (b), Lot/Item number 'To be cited in individual orders'
Para (b), Number of calendar days 'To be cited in individual orders'

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

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

52.209-04   FIRST ARTICLE APPROVAL -- GOVERNMENT TESTING (SEP 1989) - ALTERNATE II (SEP 1989)
Para (a). Insert number of units to be delivered. 'To be cited in individual orders'
Para (a). Insert lot/item. 'To be cited in individual orders'
Para (a). Insert number of days. 'To be cited in individual orders'
Para (a). Insert name and address of testing facility. 'To be cited in individual orders'
Para (b). Insert number of days. 'To be cited in individual orders'

52.209-06   PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

52.209-09   UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

52.209-10   PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

52.210-01   MARKET RESEARCH (APR 2011)

52.211-05   MATERIAL REQUIREMENTS (AUG 2000)

52.215-02   AUDIT AND RECORDS -- NEGOTIATION (OCT 2010) - ALTERNATE I (MAR 2009)

52.215-02   AUDIT AND RECORDS -- NEGOTIATION (OCT 2010) - ALTERNATE II (AUG 2016)

52.215-02   AUDIT AND RECORDS -- NEGOTIATION (OCT 2010) - ALTERNATE III (JUN 1999)

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)
52.215-15	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 individual orders'

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)
52.216-04	ECONOMIC PRICE ADJUSTMENT -- LABOR AND MATERIAL (JAN 2017)
52.216-05	PRICE REDETERMINATION -- PROSPECTIVE (OCT 1997)

Para (c), First period shall extend from the date of the contract to (See Note 1): '"to be cited in each individual task order"'

Para (c), Second and each succeeding period shall extend for (number of months): '"to be cited in each individual task order"'

Para (d)(1), Not more than (number of days) (See Note 2): '"to be cited in each individual task order"'

Para (d)(1), Nor less than (number of days) (See Note 2): '"to be cited in each individual task order"'

Para (d)(1)(ii), Statement of all costs incurred in performing this contract through the end of the (month) (See Note 3): '"to be cited in each individual task order"'

52.216-07	ALLOWABLE COST AND PAYMENT (JUN 2013)
52.216-08	FIXED FEE (JUN 2011)
52.216-10	INCENTIVE FEE (JUN 2011)

Para (e)(1), The fee payable under this contract shall be the target fee increased by the cents stated for every dollar that the total allowable cost is less than the target cost: '"to be cited in each individual task order"'

Para (e)(1), The fee payable under this contract shall be the target fee decreased by the cents stated for every dollar that the total allowable cost exceeds the target cost: '"to be cited in each individual task order"'

Para (e)(1), Percent is '"to be cited in each individual task order"'
Para (e)(1) Percentage is '"to be cited in each individual task order"'

52.216-16   INCENTIVE PRICE REVISION -- FIRM TARGET (OCT 1997)

Para (a), Line Item numbers: '"to be cited in each individual task order"'
Para (a), In no event shall the total final price of these items exceed the ceiling price of: '"to be cited in each individual task order"'
Para (c)(1), Number of days: '"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"'

52.216-16   INCENTIVE PRICE REVISION -- FIRM TARGET (OCT 1997) - ALTERNATE I (APR 1984)

Para (a), Line Item numbers '"to be cited in each individual task order"'
Para (a), In no event shall the total final price of these items exceed the ceiling price of: '"to be cited in each individual task order"'
Para (c)(1), Number of days: '"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 '"CLIN 0001, 1001, 2001, 3001, 3100, 4001, 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"'

52.216-17   INCENTIVE PRICE REVISION -- SUCCESSIVE TARGETS (OCT 1997) - ALTERNATE I (APR 1984)

Para (a) Line Item numbers '"CLIN 0001, 1001, 2001, 3001, 3100, 4001, 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"'

52.216-19   ORDER LIMITATIONS (OCT 1995)

Para (a). Insert Dollar amount or quantity. '$3,000.00'
Para (b)(1). Insert dollar amount or quantity '$50M'
Para (b)(2). Insert dollar amount or quantity. '$50M'
Para (b)(3). Insert number of days. '10'
Para (d). Insert number of days. '10'

52.216-22   INDEFINITE QUANTITY (OCT 1995)

Para (d), Date is '60 months after the ordering period and contract period has expired.'

52.217-08	OPTION TO EXTEND SERVICES (NOV 1999)
	Period of time. 'ten (10) days immediately preceeding base period, option period, or award term period.'
52.219-06	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)
52.219-08	UTILIZATION OF SMALL BUSINESS CONCERNS (NOV 2016)
52.219-14	LIMITATIONS ON SUBCONTRACTING (JAN 2017)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)
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"'
52.222-03	CONVICT LABOR (JUN 2003)
52.222-04	CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION (MAY 2014)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (APR 2015)
52.222-26	EQUAL OPPORTUNITY (SEP 2016)
52.222-29	NOTIFICATION OF VISA DENIAL (APR 2015)
52.222-35	EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)
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"'
52.222-36	EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)
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"'
52.222-37	EMPLOYMENT REPORTS ON VETERANS (FEB 2016)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
52.222-41	SERVICE CONTRACT LABOR STANDARDS (MAY 2014)
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS - PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 2014)
52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS - PRICE ADJUSTMENT (MAY 2014)
52.222-49	SERVICE CONTRACT LABOR STANDARDS - PLACE OF PERFORMANCE UNKNOWN (MAY 2014)
	Para (a), Places or areas are '"to be cited in each individual task order"'
	Para (a), Time and date are '"to be cited in each individual task order"'
52.222-50	COMBATING TRAFFICKING IN PERSONS (MAR 2015)
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"'
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (OCT 2015)
52.222-55	MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (DEC 2015)
52.222-56	CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (MAR 2015)
52.222-59	COMPLIANCE WITH LABOR LAWS (EXECUTIVE ORDER 13673) (DEC 2016)
52.222-60	PAYCHECK TRANSPARENCY (EXECUTIVE ORDER 13673) (OCT 2016)
52.222-61	ARBITRATION OF CONTRACTOR EMPLOYEE CLAIMS (EXECUTIVE ORDER 13673) (DEC 2016)
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2017)
52.222-99	ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION) (JUN 2014)
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 individual orders"'
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 individual orders"'

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 AND HIGH GLOBAL WARMING POTENTIAL
             HYDROFLUOROCARBONS (JUN 2016)
52.223-12   MAINTENANCE, SERVICE, REPAIR, OR DISPOSAL OF REFRIGERATION
             EQUIPMENT AND AIR CONDITIONERS (JUN 2016)
52.223-13   ACQUISITION OF EPEAT - REGISTERED IMAGING EQUIPMENT (JUN 2014)
52.223-13   ACQUISITION OF EPEAT - REGISTERED IMAGING EQUIPMENT (JUN 2014) -
             ALTERNATE I (OCT 2015)
52.223-14   ACQUISITION OF EPEAT - REGISTERED TELEVISIONS (JUN 2014)
52.223-14   ACQUISITION OF EPEAT - REGISTERED TELEVISIONS (JUN 2014) - ALTERNATE I
             (JUN 2014)
52.223-15   ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
52.223-16   ACQUISITION OF EPEAT - REGISTERED PERSONAL COMPUTER PRODUCTS (JUN
             2014) - ALTERNATE I (JUN 2014)
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)
52.224-03   PRIVACY TRAINING (JAN 2017)
52.224-03   PRIVACY TRAINING (JAN 2017) - ALTERNATE I (JAN 2017)
52.225-13   RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.225-14   INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF
             CONTRACT (FEB 2000)
52.227-01   AUTHORIZATION AND CONSENT (DEC 2007)
52.227-02   NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT
             INFRINGEMENT (DEC 2007)
52.227-03   PATENT INDEMNITY (APR 1984)
52.227-11   PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (MAY 2014)
             Para (j), Communications: '"to be cited in each individual task order"'
52.227-21   TECHNICAL DATA DECLARATION, REVISION, AND WITHHOLDING OF PAYMENT -
             MAJOR SYSTEMS (MAY 2014)
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-Incentive-Fee (Performance) CLIN(s), Cost-Plus-Award-Fee
             CLIN(s), Cost CLIN(s) only.*
52.228-12   PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (MAY 2014)
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"'
52.232-01   PAYMENTS (APR 1984)
52.232-06   PAYMENT UNDER COMMUNICATION SERVICE CONTRACTS WITH COMMON
             CARRIERS (APR 1984)
52.232-07   PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG
             2012)
52.232-08   DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
52.232-09   LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-11   EXTRAS (APR 1984)
52.232-17   INTEREST (MAY 2014)

52.232-18	AVAILABILITY OF FUNDS (APR 1984)	
52.232-20	LIMITATION OF COST (APR 1984)	
52.232-22	LIMITATION OF FUNDS (APR 1984)	
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)	
52.232-25	PROMPT PAYMENT (JAN 2017)	
52.232-25	PROMPT PAYMENT (JAN 2017) - ALTERNATE I (FEB 2002)	
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (JUL 2013)	
52.232-36	PAYMENT BY THIRD PARTY (MAY 2014)	
52.232-37	MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)	
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)	
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)	
52.233-01	DISPUTES (MAY 2014)	
52.233-01	DISPUTES (MAY 2014) - ALTERNATE I (DEC 1991)	
52.233-03	PROTEST AFTER AWARD (AUG 1996)	

52.233-03   PROTEST AFTER AWARD (AUG 1996)
Applies to Firm-Fixed-Price CLIN(s), Labor-Hour CLIN(s), Fixed-Price Incentive (Firm Target) CLIN(s) only.

52.233-03	PROTEST AFTER AWARD (AUG 1996) - ALTERNATE I (JUN 1985)	
52.233-04	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)	
52.237-02	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)	
52.237-03	CONTINUITY OF SERVICES (JAN 1991)	
52.239-01	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)	
52.242-03	PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)	
52.242-04	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)	
52.242-13	BANKRUPTCY (JUL 1995)	
52.243-01	CHANGES -- FIXED-PRICE (AUG 1987) - ALTERNATE I (APR 1984)	
52.243-02	CHANGES -- COST-REIMBURSEMENT (AUG 1987) - ALTERNATE I (APR 1984)	
52.243-03	CHANGES -- TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)	

52.243-03   CHANGES -- TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
Applies to Labor-Hour CLIN(s) only.

52.243-07   NOTIFICATION OF CHANGES (JAN 2017)
Para (b), Number of calendar days is (insert 30 for RDSS/C) '30 days'
Para (d), Number of calendar days is (insert 30 for RDSS/C) '30 days'

52.244-02   SUBCONTRACTS (OCT 2010)
Para (d), approval required on subcontracts: '"to be cited in each individual task order"'
Para (j), Insert subcontracts evaluated during negotiations. '"to be cited in each individual task order"'

52.244-05	COMPETITION IN SUBCONTRACTING (DEC 1996)	
52.244-06	SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2017)	
52.245-01	GOVERNMENT PROPERTY (JAN 2017)	
52.245-01	GOVERNMENT PROPERTY (JAN 2017) - ALTERNATE I (APR 2012)	
52.245-01	GOVERNMENT PROPERTY (JAN 2017) - ALTERNATE II (APR 2012)	
52.245-09	USE AND CHARGES (APR 2012)	

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 I (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"'

52.246-19 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"'

52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001) - ALTERNATE III (APR 1984)
Para (b)(1), Warranty period is '"to be cited in 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"'

52.246-23	LIMITATION OF LIABILITY (FEB 1997)
52.246-24	LIMITATION OF LIABILITY -- HIGH-VALUE ITEMS (FEB 1997)
52.246-24	LIMITATION OF LIABILITY -- HIGH-VALUE ITEMS (FEB 1997) - ALTERNATE I (APR 1984)
52.246-25	LIMITATION OF LIABILITY -- SERVICES (FEB 1997)
52.247-05	FAMILIARIZATION WITH CONDITIONS (APR 1984)
52.247-17	CHARGES (APR 1984)
52.247-21	CONTRACTOR LIABILITY FOR PERSONAL INJURY AND/OR PROPERTY DAMAGE (APR 1984)
52.247-27	CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)
52.247-68	REPORT OF SHIPMENT (REPSHIP) (FEB 2006)
52.249-01	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)
52.249-02	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)
52.249-04	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM) (APR 1984)
52.249-06	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)
52.249-06	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE IV (SEP 1996) *Applies to Labor-Hour CLIN(s) only.*
52.249-06	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) - ALTERNATE V (SEP 1996)
52.249-08	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)
52.249-14	EXCUSABLE DELAYS (APR 1984)
52.251-01	GOVERNMENT SUPPLY SOURCES (APR 2012)
52.253-01	COMPUTER GENERATED FORMS (JAN 1991)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)
252.203-7001	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)
252.203-7004	DISPLAY OF HOTLINE POSTERS (OCT 2016)
252.204-7000	DISCLOSURE OF INFORMATION (OCT 2016)
252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)

252.204-7003   CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)
252.204-7005   ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)
252.204-7008   COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION
                CONTROLS (OCT 2016)
252.204-7015   NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION TO LITIGATION
                SUPPORT (MAY 2016)
252.205-7000   PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC
                1991)
252.209-7004   SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE
                GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM
                (OCT 2015)
252.209-7010   CRITICAL SAFETY ITEMS (AUG 2011)
                Para (b). Aviation critical safety items. '"to be cited in each individual task order"'
252.211-7000   ACQUISITION STREAMLINING (OCT 2010)
252.211-7003   ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)
                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"'
252.211-7007   REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)
252.211-7008   USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010)
252.215-7000   PRICING ADJUSTMENTS (DEC 2012)
252.215-7002   COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2012)
252.216-7004   AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR
                SAFETY OF GOVERNMENT PERSONNEL (SEP 2011)
252.216-7005   AWARD FEE (FEB 2011)
252.216-7006   ORDERING (MAY 2011)
                Para (a). Date. 'date of award'
                Para (a). Date '10 years'
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)
252.223-7004   DRUG-FREE WORK FORCE (SEP 1988)
252.223-7006   PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR
                HAZARDOUS MATERIALS - BASIC (SEP 2014)
252.225-7004   REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND
                CANADA--SUBMISSION AFTER AWARD (OCT 2015)
252.225-7011   RESTRICTION ON ACQUISITION OF SUPERCOMPUTERS (JUN 2005)
252.225-7012   PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2016)
252.225-7040   CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED
                OUTSIDE THE UNITED STATES (OCT 2015)
252.225-7041   CORRESPONDENCE IN ENGLISH (JUN 1997)
252.225-7043   ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS
                OUTSIDE THE UNITED STATES (JUN 2015)
                Para (d). Information and guidance pertaining to DoD antiterrorism/force protection can
                be obtained from: '"to be cited in each individual task order"'
252.225-7047   EXPORTS BY APPROVED COMMUNITY MEMBERS IN PERFORMANCE OF THE
                CONTRACT (JUN 2013)
                Para (B). Line item Nrs. 'to be identified in individual task orders'
252.225-7048   EXPORT-CONTROLLED ITEMS (JUN 2013)

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)
252.227-7016   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 2016)
252.227-7022   GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)
252.227-7023   DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT (MAR
              1979)
252.227-7024   NOTICE AND APPROVAL OF RESTRICTED DESIGNS (APR 1984)
252.227-7025   LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED
              INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013)
252.227-7026   DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR
              1988)
252.227-7027   DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR
              1988)
252.227-7030   TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)
252.227-7032   RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (FOREIGN) (JUN 1975)
252.227-7037   VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 2016)
252.227-7038   PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN
              2012) - ALTERNATE I (DEC 2007)
              Alt I, para (b)(2)(v), Existing treaties or international agreements. '"to be cited in each
              individual task order"'
252.227-7038   PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (JUN
              2012) - ALTERNATE II (DEC 2007)
252.227-7039   PATENTS--REPORTING OF SUBJECT INVENTIONS (APR 1990)
252.228-7006   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)
252.229-7001   TAX RELIEF - ALTERNATE I (SEP 2014) - ALTERNATE I (SEP 2014)
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)
252.232-7004   DOD PROGRESS PAYMENT RATES (OCT 2014)
252.232-7008   ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)
252.232-7010   LEVIES ON CONTRACT PAYMENTS (DEC 2006)
252.232-7011   PAYMENTS IN SUPPORT OF EMERGENCIES AND CONTINGENCY OPERATIONS
              (MAY 2013)

252.233-7001   CHOICE OF LAW (OVERSEAS) (JUN 1997)
252.234-7004   COST AND SOFTWARE DATA REPORTING SYSTEM - BASIC (NOV 2014)
252.234-7004   COST AND SOFTWARE DATA REPORTING SYSTEM - ALTERNATE I (NOV 2014) -
               ALTERNATE I (NOV 2014)
252.237-7023   CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)
               Para (b), Identify attachment. '"to be cited in each individual task order"'
               Para (b), date. '"to be cited in each individual task order"'
252.239-7000   PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 2004)
252.239-7001   INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN
               2008)
252.239-7002   ACCESS (DEC 1991)
252.239-7004   ORDERS FOR FACILITIES AND SERVICES (NOV 2005)
252.239-7005   RATES, CHARGES, AND SERVICES (NOV 2005)
252.239-7006   TARIFF INFORMATION (JUL 1997)
252.239-7007   CANCELLATION OR TERMINATION OF ORDERS (NOV 2005)
252.239-7008   REUSE ARRANGEMENTS (DEC 1991)
252.239-7016   TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND
               SERVICES (DEC 1991)
               Para (b), Location is '"to be cited in each individual task order"'
               Para (c), List can be obtained from '"to be cited in each individual task order"'
               Para (c), List and identify locations: '"to be cited in each individual task order"'
252.239-7018   SUPPLY CHAIN RISK (OCT 2015)
252.242-7005   CONTRACTOR BUSINESS SYSTEMS (FEB 2012)
252.242-7006   ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012)
252.243-7001   PRICING OF CONTRACT MODIFICATIONS (DEC 1991)
252.243-7002   REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012)
252.244-7000   SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)
252.244-7001   CONTRACTOR PURCHASING SYSTEM ADMINISTRATION - BASIC (MAY 2014)
252.244-7001   CONTRACTOR PURCHASING SYSTEM ADMINISTRATION - ALTERNATE I (MAY
               2014) - ALTERNATE I (MAY 2014)
252.245-7000   GOVERNMENT-FURNISHED MAPPING, CHARTING, AND GEODESY PROPERTY
               (APR 2012)
252.245-7001   TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY
               (APR 2012)
252.245-7002   REPORTING LOSS OF GOVERNMENT PROPERTY (APR 2012)
252.245-7003   CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)
252.245-7004   REPORTING, REUTILIZATION, AND DISPOSAL (SEP 2016)
               Insert Item(s) '"to be cited in each individual task order"'
               Insert Item(s) '"to be cited in each individual task order"'
252.246-7001   WARRANTY OF DATA - BASIC (MAR 2014)
252.246-7001   WARRANTY OF DATA - ALTERNATE I (MAR 2014) - ALTERNATE I (MAR 2014)
252.246-7001   WARRANTY OF DATA - ALTERNATE II (MAR 2014) - ALTERNATE II (MAR 2014)
252.246-7003   NOTIFICATION OF POTENTIAL SAFETY ISSUES (JUN 2013)
252.246-7004   SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY
               OPERATIONS (OCT 2010)
252.246-7006   WARRANTY TRACKING OF SERIALIZED ITEMS (MAR 2016)
252.246-7007   CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE
               SYSTEM (AUG 2016)
252.247-7023   TRANSPORTATION OF SUPPLIES BY SEA - BASIC (APR 2014)
252.247-7023   TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE I (APR 2014) -
               ALTERNATE I (APR 2014)
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 (JUN 2016)
Para (c). Ombudsmen names, addresses, phone numbers, fax, and email addresses. 'Lt Col Peter A. Sandness, AFCMC/AQ, (937) 255-5512 (Primary) and Ms. Selwa A. Kirbabas, AFLCMC/AQP, (937) 255-5472'

5352.204-9000 NOTIFICATION OF GOVERNMENT SECURITY ACTIVITY AND VISITOR GROUP SECURITY AGREEMENTS (JAN 2017)

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 'any additional requirements to comply with local security procedures'
Para (d). Additional requirements. '"any additional requirements to comply with AFI 31-101, Volume 1, the Air Force Installation Security Program, and AFI 31-501, Personnel Security Program Management"'

5352.242-9001 COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL-AF SYSTEMS (NOV 2012)

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

A. FEDERAL ACQUISITION REGULATION CONTRACT CLAUSES IN FULL TEXT

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)

This is a rated order certified for national defense, emergency preparedness, and energy program use, and the Contractor shall follow all the requirements of the Defense Priorities and Allocations System regulation (15 CFR 700).

52.212-0554 52.223-11 OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUNE 2016) (E.O. 13693)   (JUN 2016)

_ (38) 52.223-11, OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL HYDROFLUOROCARBONS (JUNE 2016) (E.O. 13693)

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

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

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within ten (10) calendar days prior to end of base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years including all option periods.

52.232-12 ADVANCE PAYMENTS (MAY 2001)

(a) Requirements for payment. Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the Contractor, and approval by the administering office, "to be cited in each individual task order", or (2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed "to be cited in each individual task order". If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.

(b) Special bank account. Until (1) the Contractor has liquidated all advance payments made under the contract and related interest charges and (2) the administering office has approved in writing the release of any funds due and payable to the Contractor, all advance payments and other payments under this contract shall be made by check payable to the Contractor marked for deposit only in the Contractor's special account with the "to be cited in each individual task order". None of the funds in the special account shall be mingled with other funds of the Contractor. Withdrawals from the special account may be made only by check of the Contractor countersigned by the Contracting Officer or a Government countersigning agent designated in writing by the Contracting Officer.

(c) Use of funds. The Contractor may withdraw funds from the special account only to pay for properly allocable, allowable, and reasonable costs for direct materials, direct labor, and indirect costs. Other withdrawals require approval in writing by the administering office. Determinations of whether costs are properly allocable, allowable, and reasonable shall be in accordance with generally accepted accounting principles, subject to any applicable subparts of Part 31 of the Federal Acquisition Regulation.

(d) Repayment to the Government. At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) above. If the Contractor fails to repay the amount requested by the administering office, all or any part of the unliquidated advance payments may be withdrawn from the special account by check signed by only the countersigning agent and applied to reduction of the unliquidated advance payments under this contract.

(e) Maximum payment. When the sum of all unliquidated advance payments, unpaid interest charges, and other payments exceed "to be cited in each individual task order" percent of the contract price, the Government shall withhold further payments to the Contractor. On completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and all interest charges payable. If previous payments to the Contractor exceed the amount due, the excess amount shall be paid to the Government on demand. For purposes of this paragraph, the contract price shall be considered to be the stated contract price of "to be cited in each individual task order", less any subsequent price reductions under the contract, plus (1) any price increases resulting from any terms of this contract for price redetermination or escalation, and (2) any other price increases that do not, in the aggregate, exceed "to be cited in each individual task order". Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(f) Interest.

(1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in subparagraph (f)(3) below. Interest shall be computed at

the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge--

        (i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check;

        (ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer; and

        (iii) Liquidations by deductions from Government payments to the Contractor shall be considered as decreasing the unliquidated balance as of the date of the check for the reduced payment.

        (2) Interest charges resulting from the monthly computation shall be deducted from payments, other than advance payments, due the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon satisfactory completion or termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.

        (3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the higher of (i) the published prime rate of the financial institution (depository) in which the special account is established or (ii) the rate established by the Secretary of the Treasury under Pub. L. 92-41 (50 U.S.C. App. 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rates.

        (4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.

    (g) Financial institution agreement. Before an advance payment is made under this contract, the Contractor shall transmit to the administering office, in the form prescribed by the administering office, an agreement in triplicate from the financial institution in which the special account is established, clearly setting forth the special character of the account and the responsibilities of the financial insititution under the account. The Contractor shall select a financial institution that is a member bank of the Federal Reserve System, is an "insured" bank within the meaning the Federal Deposit Insurance Corporation Act (12 U.S.C. 1811), or a credit union insured by the National Credit Union Administration.

    "insured" bank within the meaning the Federal Deposit Insurance Corporation Act (12 U.S.C. 1811).

    (h) Lien on Special Account. The Government shall have a lien upon any balance in the special account paramount to all other liens. The Government lien shall secure the repayment of any advance payments made under this contract and any related interest charges.

    (i) Lien on property under contract.

        (1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on all material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.

(2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.

(3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractor shall provide a copy of each receipt to the Contracting Officer.

(4) If, under the termination clause, the Contracting Officer authorizes the Contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that--

(i) The termination inventory is sold or retained; and

(ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.

(j) Insurance. (1) The Contractor shall maintain with responsible insurance carriers (i) insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality; (ii) Adequate insurance against liability on account of damage to persons or property; and (iii) Adequate insurance under all applicable workers' compensation laws. (2) Until work under this contract has been completed and all advance payments made under the contract have been liquidated, the Contractor shall (i) Maintain this insurance; (ii) Maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (i) of this clause; and (iii) Furnish any evidence with respect to its insurance that the administering office may require.

(k) Default.

(1) If any of the following events occurs, the Government may, by written notice to the Contractor, withhold further withdrawals from the special account and further payments on this contract:

(i) Termination of this contract for a fault of the Contractor.

(ii) A finding by the administering office that the Contractor has failed to--

(A) Observe any of the conditions of the advance payment terms;

(B) Comply with any material term of this contract;

(C) Make progress or maintain a financial condition adequate for performance of this contract;

(D) Limit inventory allocated to this contract to reasonable requirements; or

(E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.

(iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.

(iv) The service of any writ of attachment, levy of execution, or commencement of garnishment proceedings concerning the special account.

(v) The commission of an act of bankruptcy.

(2) If any of the events described in subparagraph (1) above continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:

(i) Withdraw by checks payable to the Treasurer of the United States, signed only by the countersigning agency, all or any part of the balance in the special account and apply the amounts to reduce outstanding advance payments and any other claims of the Government against the Contractor.

(ii) Charge interest, in the manner prescribed in paragraph (f) above, on outstanding advance payments during the period of any event described in subparagraph (1) above.

(iii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.

(iv) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.

(3) The Government may take any of the actions described in subparagraphs (k)(1) and (2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.

(l) Prohibition against assignment. Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.

(m) Information and access to records. The Contractor shall furnish to the administering office (1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements together with a report on the operation of the special account in the form prescribed by the administering office; and (2) if requested, other information concerning the operation of the Contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.

(n) Other security. The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.

(o) Representations. The Contractor represents the following:

(1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.

(2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.

(3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.

(4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.

(5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.

(6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.

(7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.

(8) These representations shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.

(p) Covenants. To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not--

(1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;

(2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;

(3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;

(4) Sell, convey, or lease all or a substantial part of its assets;

(5) Acquire for value the stock or other securities of any corporation, municipality, or governmental authority, except direct obligations of the United States;

(6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;

(7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;

(8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates providing in existing agreements of which notice has been given to the administering office; accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government; or employ any person at a rate of compensation over "to be cited in each individual task order" a year;

(9) Change substantially the management, ownership, or control of the corporation;

(10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;

(11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation or ;

(12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;

(13) Make or covenant for capital expenditures exceeding "to be cited in each individual task order" in total;

(14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than "to be cited in each individual task order"; or a credit union

(15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract:
"to be cited in each individual task order"

52.232-12 ADVANCE PAYMENTS (MAY 2001) - ALTERNATE I (APR 1984)

(a) Requirements for payment. Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the Contractor, and approval by the administering office, "to be cited in each individual task order", or (2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed "to be cited in each individual task order". If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.

(b) Special bank account. Until (1) the Contractor has liquidated all advance payments made under the contract and related interest charges and (2) the administering office has approved in writing the release of any funds due and payable to the Contractor, all advance payments and other payments under this contract shall be made by check payable to the Contractor marked for deposit only in the Contractor's special bank account with the "to be cited in each individual task order". None of the funds in the special bank account shall be mingled with other funds of the Contractor. Withdrawals from the special bank account may be made only by check of the Contractor countersigned by the Contracting Officer or a Government countersigning agent designated in writing by the Contracting Officer.

(c) Use of funds. The Contractor may withdraw funds from the special bank account only to pay for properly allocable, allowable, and reasonable costs for direct materials, direct labor, and indirect costs. Other withdrawals require approval in writing by the administering office. Determinations of whether costs are properly allocable, allowable, and reasonable shall be in accordance with generally accepted accounting principles, subject to any applicable subparts of Part 31 of the Federal Acquisition Regulation.

(d) Repayment to the Government. At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office,

the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) above. If the Contractor fails to repay the amount requested by the administering office, all or any part of the unliquidated advance payments may be withdrawn from the special bank account by check signed by only the countersigning agent and applied to reduction of the unliquidated advance payments under this contract.

(e) Maximum payment. When the sum of all unliquidated advance payments, unpaid interest charges, and other payments exceed "to be cited in each individual task order" percent of the contract price, the Government shall withhold further payments to the Contractor. On completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and all interest charges payable. If previous payments to the Contractor exceed the amount due, the excess amount shall be paid to the Government on demand. For purposes of this paragraph, the contract price shall be considered to be the stated contract price of "to be cited in each individual task order", less any subsequent price reductions under the contract, plus (1) any price increases resulting from any terms of this contract for price redetermination or escalation, and (2) any other price increases that do not, in the aggregate, exceed "to be cited in each individual task order". Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(f) Interest.

(1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in subparagraph (f)(3) below. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge--

(i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check;

(ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer; and

(iii) Liquidations by deductions from Government payments to the Contractor shall be considered as decreasing the unliquidated balance as of the date of the check for the reduced payment.

(2) Interest charges resulting from the monthly computation shall be deducted from payments, other than advance payments, due the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon satisfactory completion or termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.

(3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the higher of (i) the published prime rate of the banking institution (depository) in which the special bank account is established or (ii) the rate established by the Secretary of the Treasury under Pub. L. 92-41 (50 U.S.C. App. 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rates.

(4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.

(g) Bank Agreement. Before an advance payment is made under this contract, the Contractor shall transmit to the administering office, in the form prescribed by the administering office, an agreement in triplicate from the bank in which the special bank account is established, clearly setting forth the special character of the account and the responsibilities of the bank under the account. If possible, the Contractor shall select a bank that is a member bank of the Federal Reserve System or is an "insured" bank within the meaning the Federal Deposit Insurance Corporation Act (12 U.S.C. 1811).

(h) Lien on Special Bank Account. The Government shall have a lien upon any balance in the special bank account paramount to all other liens. The Government lien shall secure the repayment of any advance payments made under this contract and any related interest charges.

(i) Lien on property under contract.

(1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on all material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.

(2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.

(3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractor shall provide a copy of each receipt to the Contracting Officer.

(4) If, under the termination clause, the Contracting Officer authorizes the Contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that--

(i) The termination inventory is sold or retained; and

(ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.

(j) Insurance. (1) The Contractor shall maintain with responsible insurance carriers (i) insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality; (ii) Adequate insurance against liability on account of damage to persons or property; and (iii) Adequate insurance under all applicable workers' compensation laws. (2) Until work under this contract has been completed and all advance payments made under the contract have been liquidated, the Contractor shall (i) Maintain this insurance; (ii) Maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (i) of this clause; and (iii) Furnish any evidence with respect to its insurance that the administering office may require.

(k) Default.

(1) If any of the following events occurs, the Government may, by written notice to the Contractor, withhold further withdrawals from the special bank account and further payments on this contract:

(i) Termination of this contract for a fault of the Contractor.

(ii) A finding by the administering office that the Contractor has failed to--

(A) Observe any of the conditions of the advance payment terms;

(B) Comply with any material term of this contract;

(C) Make progress or maintain a financial condition adequate for performance of this contract;

(D) Limit inventory allocated to this contract to reasonable requirements; or

(E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.

(iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.

(iv) The service of any writ of attachment, levy of execution, or commencement of garnishment proceedings concerning the special bank account.

(v) The commission of an act of bankruptcy.

(2) If any of the events described in subparagraph (1) above continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:

(i) Withdraw by checks payable to the Treasurer of the United States, signed only by the countersigning agency, all or any part of the balance in the special bank account and apply the amounts to reduce outstanding advance payments and any other claims of the Government against the Contractor.

(ii) Charge interest, in the manner prescribed in paragraph (f) above, on outstanding advance payments during the period of any event described in subparagraph (1) above.

(iii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.

(iv) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.

(3) The Government may take any of the actions described in subparagraphs (k)(1) and (2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.

(l) Prohibition against assignment. Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.

(m) Information and access to records. The Contractor shall furnish to the administering office (1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements together with a report on the operation of the special bank account in the form prescribed by the administering office; and (2) if requested, other information concerning the operation of the Contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.

(n) Other security. The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.

(o) Representations. The Contractor represents the following:

(1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.

(2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.

(3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.

(4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.

(5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.

(6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.

(7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.

(8) These representations shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.

(p) Covenants. To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not--

(1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;

(2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;

(3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;

(4) Sell, convey, or lease all or a substantial part of its assets;

(5) Acquire for value the stock or other securities of any corporation, municipality, or governmental authority, except direct obligations of the United States;

(6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;

(7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;

(8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates providing in existing agreements of which notice has been given to the administering office; accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government; or employ any person at a rate of compensation over "to be cited in each individual task order" a year;

(9) Change substantially the management, ownership, or control of the corporation;

(10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;

(11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation;

(12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;

(13) Make or covenant for capital expenditures exceeding "to be cited in each individual task order" in total;

(14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than "to be cited in each individual task order"; or

(15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract:
"to be cited in each individual task order"

Alternate I (APR 1984). If the agency desires to waive the countersignature requirement because of the Contractor's financial strength, good performance record, and favorable experience concerning cost disallowances, add the following sentence, if appropriate, to paragraph (b) of the basic clause:

However, for this contract, countersignature on behalf of the Government will not be required unless it is determined necessary by the administering office.

52.232-12 ADVANCE PAYMENTS (MAY 2001) - ALTERNATE II (MAY 2001)

(a) Requirements for payment. Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the Contractor, and approval by the administering office, "to be cited in each individual task order", or (2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed "to be cited in each individual task order". If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.

(b) Special account. Until (1) the Contractor has liquidated all advance payments made under the contract and related interest charges and (2) the administering office has approved in writing the release of any funds due and payable to the Contractor, all advance payments and other payments under this contract shall be made by check payable to the Contractor marked for deposit only in the Contractor's special account with the "to be cited in each individual task order". None of the funds in the special account shall be mingled with other funds of the Contractor. Withdrawals from the special account may be made only by check of the Contractor countersigned by the Contracting Officer or a Government countersigning agent designated in writing by the Contracting Officer.

(c) Use of funds. The Contractor may withdraw funds from the special account only to pay for properly allocable, allowable, and reasonable costs for direct materials, direct labor, and indirect costs. Other withdrawals require approval in writing by the administering office. Determinations of whether costs are properly allocable, allowable, and reasonable shall be in accordance with generally accepted accounting principles, subject to any applicable subparts of Part 31 of the Federal Acquisition Regulation.

(d) Repayment to the Government. At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) above. If the Contractor fails to repay the amount requested by the administering office, all or any part of the unliquidated advance payments may be withdrawn from the special account by check signed by only the countersigning agent and applied to reduction of the unliquidated advance payments under this contract.

(e) Maximum payment. When the sum of all unliquidated advance payments, unpaid interest charges, and other payments exceed "to be cited in each individual task order" percent of the contract price, the Government shall withhold further payments to the Contractor. On completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and all interest charges payable. If previous payments to the Contractor exceed the amount due, the excess amount shall be paid to the Government on demand. For purposes of this paragraph, the contract price shall be considered to be the stated contract price of "to be cited in each individual task order", less any subsequent price reductions under the contract, plus (1) any price increases resulting from any terms of this contract for price redetermination or escalation, and (2) any other price increases that do not, in the aggregate, exceed "to be cited in each individual task order". Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(f) Interest.

(1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in subparagraph (f)(3) below. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge--

(i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check;

(ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer; and

(iii) Liquidations by deductions from Government payments to the Contractor shall be considered as decreasing the unliquidated balance as of the date of the check for the reduced payment.

(2) Interest charges resulting from the monthly computation shall be deducted from payments, other than advance payments, due the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon satisfactory completion or termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.

(3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the higher of (i) the published prime rate of the banking institution (depository) in which the special account is established or (ii) the rate established by the Secretary of the Treasury under Pub. L. 92-41 (50 U.S.C. App. 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rates.

(4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.

(g) Financial institution agreement. Before an advance payment is made under this contract, the Contractor shall transmit to the administering office, in the form prescribed by the administering office, an agreement in triplicate from the financial institution in which the special account is established, clearly setting forth the special character of the account and the responsibilities of the financial insititution under the account. The Contractor shall select a financial institution that is a member bank of the Federal Reserve System, is an "insured" bank within the meaning the Federal Deposit Insurance Corporation Act (12 U.S.C. 1811), or a credit union insured by the National Credit Union Administration.

(h) Lien on special bank account. The Government shall have a lien upon any balance in the special account paramount to all other liens. The Government lien shall secure the repayment of any advance payments made under this contract and any related interest charges.

(i) Lien on property under contract.

(1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on all material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.

(2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this

contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.

(3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractor shall provide a copy of each receipt to the Contracting Officer.

(4) If, under the termination clause, the Contracting Officer authorizes the Contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that--

(i) The termination inventory is sold or retained; and

(ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.

(j) Insurance. (1) The Contractor shall maintain with responsible insurance carriers (i) insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality; (ii) Adequate insurance against liability on account of damage to persons or property; and (iii) Adequate insurance under all applicable workers' compensation laws. (2) Until work under this contract has been completed and all advance payments made under the contract have been liquidated, the Contractor shall (i) Maintain this insurance; (ii) Maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (i) of this clause; and (iii) Furnish any evidence with respect to its insurance that the administering office may require.

(k) Default.

(1) If any of the following events occurs, the Government may, by written notice to the Contractor, withhold further withdrawals from the special account and further payments on this contract:

(i) Termination of this contract for a fault of the Contractor.

(ii) A finding by the administering office that the Contractor has failed to--

(A) Observe any of the conditions of the advance payment terms;

(B) Comply with any material term of this contract;

(C) Make progress or maintain a financial condition adequate for performance of this contract;

(D) Limit inventory allocated to this contract to reasonable requirements; or

(E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.

(iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.

(iv) The service of any writ of attachment, levy of execution, or commencement of garnishment proceedings concerning the special account.

(v) The commission of an act of bankruptcy.

(2) If any of the events described in subparagraph (1) above continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:

(i) Withdraw by checks payable to the Treasurer of the United States, signed only by the countersigning agency, all or any part of the balance in the special account and apply the amounts to reduce outstanding advance payments and any other claims of the Government against the Contractor.

(ii) Charge interest, in the manner prescribed in paragraph (f) above, on outstanding advance payments during the period of any event described in subparagraph (1) above.

(iii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.

(iv) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.

(3) The Government may take any of the actions described in subparagraphs (k)(1) and (2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.

(l) Prohibition against assignment. Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.

(m) Information and access to records. The Contractor shall furnish to the administering office (1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements together with a report on the operation of the special account in the form prescribed by the administering office; and (2) if requested, other information concerning the operation of the Contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.

(n) Other security. The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.

(o) Representations. The Contractor represents the following:

(1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.

(2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.

(3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.

(4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.

(5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.

(6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.

(7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.

(8) These representations shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.

(p) Covenants. To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not--

(1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;

(2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;

(3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;

(4) Sell, convey, or lease all or a substantial part of its assets;

(5) Acquire for value the stock or other securities of any corporation, municipality, or governmental authority, except direct obligations of the United States;

(6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;

(7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;

(8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates providing in existing agreements of which notice has been given to the administering office; accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government; or employ any person at a rate of compensation over "to be cited in each individual task order" a year;

(9) Change substantially the management, ownership, or control of the corporation;

(10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;

(11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation or a credit union insured by the National Credit Union Administration;

(12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;

(13) Make or covenant for capital expenditures exceeding "to be cited in each individual task order" in total;

(14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than "to be cited in each individual task order"; or

(15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract:
"to be cited in each individual task order"

Alternate II (May 2001). If used in a cost-reimbursement contract, substitute the following paragraphs (c) and (e), and subparagraphs (f)(1) and (f)(2) for paragraphs (c) and (e) and subparagraphs (f)(1) and (2) of the basic clause:

(c) Use of funds. The Contractor shall withdraw funds from the special account only to pay for allowable costs as prescribed by the "to be cited in each individual task order" clause of this contract. Payment for any other types of expenses shall be approved in writing by the administering office.

(e) Maximum payment. When the sum of all unliquidated advance payments, unpaid interest charges, and other payments equal the total estimated cost of "to be cited in each individual task order" for the work under this contract, the Government shall withhold further payments to the Contractor. Upon completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and interest charges payable. The Contractor shall pay any deficiency to the Government upon demand. For purposes of this paragraph, the estimated cost shall be considered to be the stated estimated cost, less any subsequent reductions of the estimated cost, plus any increases in the estimated costs that do not, in the aggregate, exceed "to be cited in each individual task order". The estimated cost shall include, without limitation, any reimbursable cost (as estimated by the Contracting Officer) incident to a termination for the convenience of the Government. Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(f) Interest.

(1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in subparagraph (f)(3) below. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge, the following shall be observed:

(i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check.

(ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer.

(iii) Liquidations by deductions from payments to the Contractor shall be considered as decreasing the unliquidated balance as of the dates on which the Contractor presents to the Contracting Officer full and accurate data for the preparation of each voucher. Credits resulting from these deductions shall be made upon the approval of the reimbursement vouchers by the Disbursing Officer, based upon the Contracting Officer's certification of the applicable dates.

(2) Interest charges resulting from the monthly computation shall be deducted from any payments on account of the fixed-fee due to the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments of the contract price or fixed-fee. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon (i) satisfactory completion or (ii) termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.

52.232-12 ADVANCE PAYMENTS (MAY 2001) - ALTERNATE III (APR 1984)

(a) Requirements for payment. Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the Contractor, and approval by the administering office, "to be cited in each individual task order", or (2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed "to be cited in each individual task order". If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.

(b) Special bank account. Until (1) the Contractor has liquidated all advance payments made under the contract and related interest charges and (2) the administering office has approved in writing the release of any funds due and payable to the Contractor, all advance payments and other payments under this contract shall be made by check payable to the Contractor marked for deposit only in the Contractor's special bank account with the "to be cited in each individual task order". None of the funds in the special bank account shall be mingled with other funds of the Contractor. Withdrawals from the special bank account may be made only by check of the Contractor countersigned by the Contracting Officer or a Government countersigning agent designated in writing by the Contracting Officer.

(c) Use of funds. The Contractor may withdraw funds from the special bank account only to pay for properly allocable, allowable, and reasonable costs for direct materials, direct labor, and indirect costs. Other withdrawals require approval in writing by the administering office. Determinations of whether costs are properly allocable, allowable, and reasonable shall be in accordance with generally accepted accounting principles, subject to any applicable subparts of Part 31 of the Federal Acquisition Regulation.

(d) Repayment to the Government. At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) above. If the Contractor fails to repay the amount requested by the administering office, all or any part of the unliquidated advance payments may be withdrawn from the special bank account by check signed by only the countersigning agent and applied to reduction of the unliquidated advance payments under this contract.

(e) Maximum payment. When the sum of all unliquidated advance payments, unpaid interest charges, and other payments exceed "to be cited in each individual task order" percent of the contract price, the Government shall withhold further payments to the Contractor. On completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and all interest charges payable. If previous payments to the Contractor exceed the

amount due, the excess amount shall be paid to the Government on demand. For purposes of this paragraph, the contract price shall be considered to be the stated contract price of "to be cited in each individual task order", less any subsequent price reductions under the contract, plus (1) any price increases resulting from any terms of this contract for price redetermination or escalation, and (2) any other price increases that do not, in the aggregate, exceed "to be cited in each individual task order". Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(f) Interest.

(1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in subparagraph (f)(3) below. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge--

(i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check;

(ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer; and

(iii) Liquidations by deductions from Government payments to the Contractor shall be considered as decreasing the unliquidated balance as of the date of the check for the reduced payment.

(2) Interest charges resulting from the monthly computation shall be deducted from payments, other than advance payments, due the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon satisfactory completion or termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.

(3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the higher of (i) the published prime rate of the banking institution (depository) in which the special bank account is established or (ii) the rate established by the Secretary of the Treasury under Pub. L. 92-41 (50 U.S.C. App. 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rates.

(4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.

(g) Bank Agreement. Before an advance payment is made under this contract, the Contractor shall transmit to the administering office, in the form prescribed by the administering office, an agreement in triplicate from the bank in which the special bank account is established, clearly setting forth the special character of the account and the responsibilities of the bank under the account. If possible, the Contractor shall select a bank that is a member bank of the Federal Reserve System or is an "insured" bank within the meaning the Federal Deposit Insurance Corporation Act (12 U.S.C. 1811).

(h) Lien on Special Bank Account. The Government shall have a lien upon any balance in the special bank account paramount to all other liens. The Government lien shall secure the repayment of any advance payments made under this contract and any related interest charges.

(i) Lien on property under contract.

(1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on all material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.

(2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.

(3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractor shall provide a copy of each receipt to the Contracting Officer.

(4) If, under the termination clause, the Contracting Officer authorizes the Contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that--

(i) The termination inventory is sold or retained; and

(ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.

(j) Insurance. (1) The Contractor shall maintain with responsible insurance carriers (i) insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality; (ii) Adequate insurance against liability on account of damage to persons or property; and (iii) Adequate insurance under all applicable workers' compensation laws. (2) Until work under this contract has been completed and all advance payments made under the contract have been liquidated, the Contractor shall (i) Maintain this insurance; (ii) Maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (i) of this clause; and (iii) Furnish any evidence with respect to its insurance that the administering office may require.

(k) Default.

(1) If any of the following events occurs, the Government may, by written notice to the Contractor, withhold further withdrawals from the special bank account and further payments on this contract:

(i) Termination of this contract for a fault of the Contractor.

(ii) A finding by the administering office that the Contractor has failed to--

(A) Observe any of the conditions of the advance payment terms;

(B) Comply with any material term of this contract;

(C) Make progress or maintain a financial condition adequate for performance of this contract;

(D) Limit inventory allocated to this contract to reasonable requirements; or

(E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.

(iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.

(iv) The service of any writ of attachment, levy of execution, or commencement of garnishment proceedings concerning the special bank account.

(v) The commission of an act of bankruptcy.

(2) If any of the events described in subparagraph (1) above continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:

(i) Withdraw by checks payable to the Treasurer of the United States, signed only by the countersigning agency, all or any part of the balance in the special bank account and apply the amounts to reduce outstanding advance payments and any other claims of the Government against the Contractor.

(ii) Charge interest, in the manner prescribed in paragraph (f) above, on outstanding advance payments during the period of any event described in subparagraph (1) above.

(iii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.

(iv) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.

(3) The Government may take any of the actions described in subparagraphs (k)(1) and (2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.

(l) Prohibition against assignment. Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.

(m) Information and access to records. The Contractor shall furnish to the administering office (1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements together with a report on the operation of the special bank account in the form prescribed by the administering office; and (2) if requested, other information concerning the operation of the Contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.

(n) Other security. The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.

(o) Representations. The Contractor represents the following:

(1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.

(2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.

(3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.

(4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.

(5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.

(6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.

(7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.

(8) These representations shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.

(p) Covenants. To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not--

(1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;

(2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;

(3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;

(4) Sell, convey, or lease all or a substantial part of its assets;

(5) Acquire for value the stock or other securities of any corporation, municipality, or governmental authority, except direct obligations of the United States;

       (6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;

       (7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;

       (8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates providing in existing agreements of which notice has been given to the administering office; accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government; or employ any person at a rate of compensation over "to be cited in each individual task order" a year;

       (9) Change substantially the management, ownership, or control of the corporation;

       (10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;

       (11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation;

       (12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;

       (13) Make or covenant for capital expenditures exceeding "to be cited in each individual task order" in total;

       (14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than "to be cited in each individual task order"; or

       (15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract: "to be cited in each individual task order"

Alternate III (APR 1984). If the agency considers a more rapid liquidation appropriate, add the following sentence as the first sentence of paragraph (e) of the basic clause with the appropriate percentage specified:

To liquidate the principal amount of any advance payment made to the Contractor, there shall be deductions of "to be cited in each individual task order" percent from all payments made by the Government under the contracts involved.

52.232-12 ADVANCE PAYMENTS (MAY 2001) - ALTERNATE IV (APR 1984)

      (a) Requirements for payment. Advance payments will be made under this contract (1) upon submission of properly certified invoices or vouchers by the Contractor, and approval by the administering office, "to be cited in each individual task order", or (2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed "to be cited in each individual task order". If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.

      (b) Special bank account. Until (1) the Contractor has liquidated all advance payments made under the contract and related interest charges and (2) the administering office has approved in writing the release of any funds due and payable to the Contractor, all advance payments and other payments

under this contract shall be made by check payable to the Contractor marked for deposit only in the Contractor's special bank account with the "to be cited in each individual task order". None of the funds in the special bank account shall be mingled with other funds of the Contractor. Withdrawals from the special bank account may be made only by check of the Contractor countersigned by the Contracting Officer or a Government countersigning agent designated in writing by the Contracting Officer.

(c) Use of funds. The Contractor may withdraw funds from the special bank account only to pay for properly allocable, allowable, and reasonable costs for direct materials, direct labor, and indirect costs. Other withdrawals require approval in writing by the administering office. Determinations of whether costs are properly allocable, allowable, and reasonable shall be in accordance with generally accepted accounting principles, subject to any applicable subparts of Part 31 of the Federal Acquisition Regulation.

(d) Repayment to the Government. At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) above. If the Contractor fails to repay the amount requested by the administering office, all or any part of the unliquidated advance payments may be withdrawn from the special bank account by check signed by only the countersigning agent and applied to reduction of the unliquidated advance payments under this contract.

(e) Maximum payment. When the sum of all unliquidated advance payments, unpaid interest charges, and other payments exceed "to be cited in each individual task order" percent of the contract price, the Government shall withhold further payments to the Contractor. On completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and all interest charges payable. If previous payments to the Contractor exceed the amount due, the excess amount shall be paid to the Government on demand. For purposes of this paragraph, the contract price shall be considered to be the stated contract price of "to be cited in each individual task order", less any subsequent price reductions under the contract, plus (1) any price increases resulting from any terms of this contract for price redetermination or escalation, and (2) any other price increases that do not, in the aggregate, exceed "to be cited in each individual task order". Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(f) Interest.

(1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate specified in subparagraph (f)(3) below. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge--

(i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check;

(ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer; and

(iii) Liquidations by deductions from Government payments to the Contractor shall be considered as decreasing the unliquidated balance as of the date of the check for the reduced payment.

(2) Interest charges resulting from the monthly computation shall be deducted from payments, other than advance payments, due the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue

upon satisfactory completion or termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors for experimental, developmental, or research work.

(3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the higher of (i) the published prime rate of the banking institution (depository) in which the special bank account is established or (ii) the rate established by the Secretary of the Treasury under Pub. L. 92-41 (50 U.S.C. App. 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rates.

(4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.

(g) Bank Agreement. Before an advance payment is made under this contract, the Contractor shall transmit to the administering office, in the form prescribed by the administering office, an agreement in triplicate from the bank in which the special bank account is established, clearly setting forth the special character of the account and the responsibilities of the bank under the account. If possible, the Contractor shall select a bank that is a member bank of the Federal Reserve System or is an "insured" bank within the meaning the Federal Deposit Insurance Corporation Act (12 U.S.C. 1811).

(h) Lien on Special Bank Account. The Government shall have a lien upon any balance in the special bank account paramount to all other liens. The Government lien shall secure the repayment of any advance payments made under this contract and any related interest charges.

(i) Lien on property under contract.

(1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on all material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.

(2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any reason, the supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.

(3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractor shall provide a copy of each receipt to the Contracting Officer.

(4) If, under the termination clause, the Contracting Officer authorizes the Contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that--

(i) The termination inventory is sold or retained; and

(ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.

(j) Insurance. (1) The Contractor shall maintain with responsible insurance carriers (i) insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality; (ii) Adequate insurance against liability on account of damage to persons or property; and (iii) Adequate insurance under all applicable workers' compensation laws. (2) Until work under this contract has been completed and all advance payments made under the contract have been liquidated, the Contractor shall (i) Maintain this insurance; (ii) Maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (i) of this clause; and (iii) Furnish any evidence with respect to its insurance that the administering office may require.

(k) Default.

(1) If any of the following events occurs, the Government may, by written notice to the Contractor, withhold further withdrawals from the special bank account and further payments on this contract:

(i) Termination of this contract for a fault of the Contractor.

(ii) A finding by the administering office that the Contractor has failed to--

(A) Observe any of the conditions of the advance payment terms;

(B) Comply with any material term of this contract;

(C) Make progress or maintain a financial condition adequate for performance of this contract;

(D) Limit inventory allocated to this contract to reasonable requirements; or

(E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.

(iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.

(iv) The service of any writ of attachment, levy of execution, or commencement of garnishment proceedings concerning the special bank account.

(v) The commission of an act of bankruptcy.

(2) If any of the events described in subparagraph (1) above continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:

(i) Withdraw by checks payable to the Treasurer of the United States, signed only by the countersigning agency, all or any part of the balance in the special bank account and apply the amounts to reduce outstanding advance payments and any other claims of the Government against the Contractor.

(ii) Charge interest, in the manner prescribed in paragraph (f) above, on outstanding advance payments during the period of any event described in subparagraph (1) above.

(iii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.

(iv) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.

(3) The Government may take any of the actions described in subparagraphs (k)(1) and (2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.

(l) Prohibition against assignment. Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.

(m) Information and access to records. The Contractor shall furnish to the administering office (1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements together with a report on the operation of the special bank account in the form prescribed by the administering office; and (2) if requested, other information concerning the operation of the Contractor's business. The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.

(n) Other security. The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.

(o) Representations. The Contractor represents the following:

(1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.

(2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.

(3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.

(4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.

(5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.

(6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.

(7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.

(8) These representations shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.

(p) Covenants. To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not--

(1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;

(2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;

(3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;

(4) Sell, convey, or lease all or a substantial part of its assets;

(5) Acquire for value the stock or other securities of any corporation, municipality, or governmental authority, except direct obligations of the United States;

(6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;

(7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;

(8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates providing in existing agreements of which notice has been given to the administering office; accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government; or employ any person at a rate of compensation over "to be cited in each individual task order" a year;

(9) Change substantially the management, ownership, or control of the corporation;

(10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;

(11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation;

(12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;

(13) Make or covenant for capital expenditures exceeding "to be cited in each individual task order" in total;

(14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than "to be cited in each individual task order"; or

(15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract:
"to be cited in each individual task order"

Alternate IV (APR 1984). If the agency provides advance payments under the contract at no interest to the prime contractor, add the following sentences as the beginning sentences of paragraph (f) of the clause:

No interest shall be charged to the prime Contractor for advance payments except for interest charged during a period of default. The terms of this paragraph concerning interest charges for advance payments shall not apply to the prime Contractor.

52.232-12 ADVANCE PAYMENTS WITHOUT SPECIAL ACCOUNT (MAY 2001) - ALTERNATE V (MAY 2001)

Alternate V (May 2001). If the requirement for a special account is eliminated in accordance with 32.409-3(e) or (g), insert the clause set forth below instead of the basic clause.

(a) Requirements for payment. Advance payments will be made under this contract

(1) upon submission of properly certified invoices or vouchers by the contractor, and approval by the administering office, "to be cited in each individual task order", or

(2) under a letter of credit. The amount of the invoice or voucher submitted plus all advance payments previously approved shall not exceed "to be cited in each individual task order". If a letter of credit is used, the Contractor shall withdraw cash only when needed for disbursements acceptable under this contract and report cash disbursements and balances as required by the administering office. The Contractor shall apply terms similar to this clause to any advance payments to subcontractors.

(b) Use of funds. The Contractor may use advance payment funds only to pay for properly allocable, allowable, and reasonable costs for direct materials, direct labor, and indirect costs. Determinations of whether costs are properly allocable, allowable, and reasonable shall be in accordance with generally accepted accounting principles, subject to any applicable subparts of Part 31 of the Federal Acquisition Regulation.

(c) Repayment to the Government. At any time, the Contractor may repay all or any part of the funds advanced by the Government. Whenever requested in writing to do so by the administering office, the Contractor shall repay to the Government any part of unliquidated advance payments considered by the administering office to exceed the Contractor's current requirements or the amount specified in paragraph (a) of this clause.

(d) Maximum payment. When the sum of all unliquidated advance payments, unpaid interest charges, and other payments exceed "to be cited in each individual task order" percent of the contract price, the Government shall withhold further payments to the Contractor. On completion or termination of the contract, the Government shall deduct from the amount due to the Contractor all unliquidated advance payments and all interest charges payable. If previous payments to the Contractor exceed the amount due, the excess amount shall be paid to the Government on demand. For purposes of this paragraph, the contract price shall be considered to be the stated contract price of "to be cited in each individual task order", less any subsequent price reductions under the contract, plus

(1) any price increases resulting from any terms of this contract for price redetermination or escalation, and

(2) any other price increases that do not, in the aggregate, exceed "to be cited in each individual task order". Any payments withheld under this paragraph shall be applied to reduce the unliquidated advance payments. If full liquidation has been made, payments under the contract shall resume.

(e) Interest.

(1) The Contractor shall pay interest to the Government on the daily unliquidated advance payments at the daily rate in subparagraph (e)(3) of this clause. Interest shall be computed at the end of each calendar month for the actual number of days involved. For the purpose of computing the interest charge --

(i) Advance payments shall be considered as increasing the unliquidated balance as of the date of the advance payment check;

(ii) Repayments by Contractor check shall be considered as decreasing the unliquidated balance as of the date on which the check is received by the Government authority designated by the Contracting Officer; and

(iii) Liquidations by deductions from Government payments to the Contractor shall be considered as decreasing the unliquidated balance as of the date of the check for the reduced payment.

(2) Interest charges resulting from the monthly computation shall be deducted from payments, other than advance payments, due the Contractor. If the accrued interest exceeds the payment due, any excess interest shall be carried forward and deducted from subsequent payments. Interest carried forward shall not be compounded. Interest on advance payments shall cease to accrue upon satisfactory completion or termination of the contract for the convenience of the Government. The Contractor shall charge interest on advance payments to subcontractors in the manner described above and credit the interest to the Government. Interest need not be charged on advance payments to nonprofit educational or research subcontractors, for experimental, developmental, or research work.

(3) If interest is required under the contract, the Contracting Officer shall determine a daily interest rate based on the rate established by the Secretary of the Treasury under Pub. L. 92-41 (50 U.S. C. App., 1215(b)(2)). The Contracting Officer shall revise the daily interest rate during the contract period in keeping with any changes in the cited interest rate.

(4) If the full amount of interest charged under this paragraph has not been paid by deduction or otherwise upon completion or termination of this contract, the Contractor shall pay the remaining interest to the Government on demand.

(f) Lien on property under contract.

(1) All advance payments under this contract, together with interest charges, shall be secured, when made, by a lien in favor of the Government, paramount to all other liens, on the supplies or other things covered by this contract and on all material and other property acquired for or allocated to the performance of this contract, except to the extent that the Government by virtue of any other terms of this contract, or otherwise, shall have valid title to the supplies, materials, or other property as against other creditors of the Contractor.

(2) The Contractor shall identify, by marking or segregation, all property that is subject to a lien in favor of the Government by virtue of any terms of this contract in such a way as to indicate that it is subject to a lien and that it has been acquired for or allocated to performing this contract. If, for any

reason, the supplies, materials, or other property are not identified by marking or segregation, the Government shall be considered to have a lien to the extent of the Government's interest under this contract on any mass of property with which the supplies, materials, or other property are commingled. The Contractor shall maintain adequate accounting control over the property on its books and records.

(3) If, at any time during the progress of the work on the contract, it becomes necessary to deliver to a third person any items or materials on which the Government has a lien, the Contractor shall notify the third person of the lien and shall obtain from the third person a receipt in duplicate acknowledging the existence of the lien. The Contractor shall provide a copy of each receipt to the Contracting Officer.

(4) If, under the termination clause, the Contracting Officer authorizes the contractor to sell or retain termination inventory, the approval shall constitute a release of the Government's lien to the extent that --

(i) The termination inventory is sold or retained; and

(ii) The sale proceeds or retention credits are applied to reduce any outstanding advance payments.

(g) Insurance.

(1) The Contractor shall maintain with responsible insurance carriers--

(i) Insurance on plant and equipment against fire and other hazards, to the extent that similar properties are usually insured by others operating plants and properties of similar character in the same general locality;

(ii) Adequate insurance against liability on account of damage to persons or property; and

(iii) Adequate insurance under all applicable workers' compensation laws.

(2) Until work under this contract has been completed and all advance payments made under the contract have been liquidated, the Contractor shall-

(i) Maintain this insurance;

(ii) Maintain adequate insurance on any materials, parts, assemblies, subassemblies, supplies, equipment, and other property acquired for or allocable to this contract and subject to the Government lien under paragraph (f) of this clause; and

(iii) Furnish any evidence with respect to its insurance that the administering office may require.

(h) Default.

(1) If any of the following events occur, the Government may, by written notice to the Contractor, withhold further payments on this contract:

(i) Termination of this contract for a fault of the Contractor.

(ii) A finding by the administering office that the Contractor has failed to --

(A) Observe any of the conditions of the advance payment terms;

(B) Comply with any material term of this contract;

(C) Make progress or maintain a financial condition adequate for performance of this contract;

(D) Limit inventory allocated to this contract to reasonable requirements; or

(E) Avoid delinquency in payment of taxes or of the costs of performing this contract in the ordinary course of business.

(iii) The appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or the institution of proceedings by or against the Contractor for bankruptcy, reorganization, arrangement, or liquidation.

(iv) The commission of an act of bankruptcy.

(2) If any of the events described in subparagraph (h)(1) of this clause continue for 30 days after the written notice to the Contractor, the Government may take any of the following additional actions:

(i) Charge interest, in the manner prescribed in paragraph (e) of this clause, on outstanding advance payments during the period of any event described in subparagraph (h)(1) of this clause.

(ii) Demand immediate repayment by the Contractor of the unliquidated balance of advance payments.

(iii) Take possession of and, with or without advertisement, sell at public or private sale all or any part of the property on which the Government has a lien under this contract and, after deducting any expenses incident to the sale, apply the net proceeds of the sale to reduce the unliquidated balance of advance payments or other Government claims against the Contractor.

(3) The Government may take any of the actions described in subparagraphs (h)(1) and (h)(2) of this clause it considers appropriate at its discretion and without limiting any other rights of the Government.

(i) Prohibition against assignment. Notwithstanding any other terms of this contract, the Contractor shall not assign this contract, any interest therein, or any claim under the contract to any party.

(j) Information and access to records. The Contractor shall furnish to the administering office

(1) monthly or at other intervals as required, signed or certified balance sheets and profit and loss statements, and,

(2) if requested, other information concerning the operation of the contractor's business.

The Contractor shall provide the authorized Government representatives proper facilities for inspection of the Contractor's books, records, and accounts.

(k) Other security. The terms of this contract are considered to provide adequate security to the Government for advance payments; however, if the administering office considers the security inadequate, the Contractor shall furnish additional security satisfactory to the administering office, to the extent that the security is available.

(l) Representations. The Contractor represents the following:

(1) The balance sheet, the profit and loss statement, and any other supporting financial statements furnished to the administering office fairly reflect the financial condition of the Contractor at the date shown or the period covered, and there has been no subsequent materially adverse change in the financial condition of the Contractor.

(2) No litigation or proceedings are presently pending or threatened against the Contractor, except as shown in the financial statements.

(3) The Contractor has disclosed all contingent liabilities, except for liability resulting from the renegotiation of defense production contracts, in the financial statements furnished to the administering office.

(4) None of the terms in this clause conflict with the authority under which the Contractor is doing business or with the provision of any existing indenture or agreement of the Contractor.

(5) The Contractor has the power to enter into this contract and accept advance payments, and has taken all necessary action to authorize the acceptance under the terms of this contract.

(6) The assets of the Contractor are not subject to any lien or encumbrance of any character except for current taxes not delinquent, and except as shown in the financial statements furnished by the Contractor. There is no current assignment of claims under any contract affected by these advance payment provisions.

(7) All information furnished by the Contractor to the administering office in connection with each request for advance payments is true and correct.

(8) These representations shall be continuing and shall be considered to have been repeated by the submission of each invoice for advance payments.

(m) Covenants. To the extent the Government considers it necessary while any advance payments made under this contract remain outstanding, the Contractor, without the prior written consent of the administering office, shall not --

(1) Mortgage, pledge, or otherwise encumber or allow to be encumbered, any of the assets of the Contractor now owned or subsequently acquired, or permit any preexisting mortgages, liens, or other encumbrances to remain on or attach to any assets of the Contractor which are allocated to performing this contract and with respect to which the Government has a lien under this contract;

(2) Sell, assign, transfer, or otherwise dispose of accounts receivable, notes, or claims for money due or to become due;

(3) Declare or pay any dividends, except dividends payable in stock of the corporation, or make any other distribution on account of any shares of its capital stock, or purchase, redeem, or otherwise acquire for value any of its stock, except as required by sinking fund or redemption arrangements reported to the administering office incident to the establishment of these advance payment provisions;

(4) Sell, convey, or lease all or a substantial part of its assets;

(5) Acquire for value the stock or other securities of any corporation, municipality, or Governmental authority, except direct obligations of the United States;

(6) Make any advance or loan or incur any liability as guarantor, surety, or accommodation endorser for any party;

(7) Permit a writ of attachment or any similar process to be issued against its property without getting a release or bonding the property within 30 days after the entry of the writ of attachment or other process;

(8) Pay any remuneration in any form to its directors, officers, or key employees higher than rates provided in existing agreements of which notice has been given to the administering office, accrue excess remuneration without first obtaining an agreement subordinating it to all claims of the Government, or employ any person at a rate of compensation over "to be cited in each individual task order" a year;

(9) Change substantially the management, ownership, or control of the corporation;

(10) Merge or consolidate with any other firm or corporation, change the type of business, or engage in any transaction outside the ordinary course of the Contractor's business as presently conducted;

(11) Deposit any of its funds except in a bank or trust company insured by the Federal Deposit Insurance Corporation or a credit union insured by the National Credit Union Administration;

(12) Create or incur indebtedness for advances, other than advances to be made under the terms of this contract, or for borrowings;

(13) Make or covenant for capital expenditures exceeding "to be cited in each individual task order" in total;

(14) Permit its net current assets, computed in accordance with generally accepted accounting principles, to become less than "to be cited in each individual task order"; or

(15) Make any payments on account of the obligations listed below, except in the manner and to the extent provided in this contract: "to be cited in each individual task order".

If this Alternate is used in combination with Alternate II, disregard the instructions concerning paragraph (c), Use of funds, in Alternate II; substitute paragraph (e), Maximum payment, in Alternate II for paragraph (d) below; and substitute paragraph (f), Interest, in Alternate II for paragraph (e) below and change the reference to paragraph (f)(3) in the first sentence of paragraph (f) of Alternate II to (e)(3).

If this Alternate is used in combination with Alternate III, insert the additional sentence set forth in Alternate III as the first sentence of paragraph (d) of this Alternate.

If this Alternate is used in combination with Alternate IV, insert the additional sentences set forth in Alternate IV as the beginning sentences of paragraph (e) of this Alternate.

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

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016)

(a) Definitions. As used in this clause—

"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.

"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 defense information" means unclassified controlled technical information or other information (as described in the Controlled Unclassified Information (CUI) Registry at http://www.archives.gov/cui/registry/category-list.html) that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

      (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

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

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

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

"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 covered defense information is recorded, stored, or printed within a covered contractor information system.

"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-Noncommercial 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) Restrictions. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party's reporting of a cyber incident pursuant to DFARS clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

      (1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government's activities related to clause 252.204-7012 , and shall not be used for any other purpose.

      (2) The Contractor shall protect the information against unauthorized release or disclosure.

      (3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

      (4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

      (5) A breach of these obligations or restrictions may subject the Contractor to—

(i) Criminal, civil, administrative, and contractual actions in law   and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) Subcontracts. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

(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 unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

"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 controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at http://www.archives.gov/cui/registry/category-list.html, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

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

"Cyber incident" means actions taken through the use of computer networks that result in a compromise or 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.

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

"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 covered defense information is recorded, stored, or printed within a covered contractor 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.

"Rapidly report" 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-Noncommercial 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 on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

          (1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

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

          (ii) 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.

          (2) 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) of this clause, the following security requirements apply:

          (i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to 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," (available via the Internet at http://dx.doi.org/10.6028/NIST.SP.800-171) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

          (ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor

shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline https://www.fedramp.gov/resources/documents/) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(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 and identified in the contrac, 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. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime

Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to 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 this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

252.219-7000 ADVANCING SMALL BUSINESS GROWTH (SEP 2016)

(a) This provision implements 10 U.S.C. 2419.

(b) The Offeror acknowledges by submission of its offer that by acceptance of the contract resulting from this solicitation, the Offeror may exceed the applicable small business size standard of the North American Industry Classification System (NAICS) code assigned to the contract and would no longer qualify as a small business concern for that NAICS code. (Small business size standards matched to industry NAICS codes are published by the Small Business Administration and are available at <http://www.sba.gov/content/table-small-business-size-standards>.) The Offeror is therefore encouraged to develop the capabilities and characteristics typically desired in contractors that are competitive as other-than-small contractors in this industry.

(c) For procurement technical assistance, the Offeror may contact the nearest Procurement Technical Assistance Center (PTAC). PTAC locations are available at http://www.dla.mil/HQ/SmallBusiness/PTAC.aspx.

252.225-7980 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES AFRICA COMMAND AREA OF RESPONSIBILITY (DEVIATION 2016-O0008) (JUN 2016)

(a) Definitions. As used in this clause-

"Combatant Commander" means the Commander of the United States Africa Command (USAFRICOM).

"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 in applicable operations shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander or subordinate joint force 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 to the USAFRICOM area of responsibility. 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 the international law related to the conduct of hostilities that is 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 in applicable operations who are not designated as CAAF, such as local national employees and non-local national 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, the 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.

"U.S. Africa Command (USAFRICOM) area of responsibility," as used in this clause, means-

(1) The entire continent of Africa, excluding Egypt;

(2) The Atlantic Ocean east and south of the line from Antarctica at 024°W, north to 4°N/024°W, west to 30°W, then north to 21°N/030°W, then east to the African continent; and

(3) The Indian Ocean west and south of the line from Antarctica at 68°E, north to 01°40'S/068°E, and west to the African coast at 01°40'S.

(b) General.

(1) This clause applies to all contractor personnel when performing in the USAFRICOM area of responsibility.

(2) Certain requirements in paragraphs (c)(3), (e)(1), and (f) must be specified in the statement of work to be applied to non-CAAF personnel.

(3) Contract performance in the USAFRICOM area of responsibility 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.

(4) 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.

(5) 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).

(6) 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, all non-CAAF 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)(i) A Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer is required for certain contractor personnel to process through a deployment center or to travel to, from, or within the USAFRICOM area of responsibility. The requirement applies to CAAF and, as specified in the statement of work, non-CAAF personnel.

(ii) The letter of authorization will identify any additional authorizations, privileges, or Government support that contractor personnel are entitled to under this contract. USAFRICOM has limited capability to provide Government-furnished life-support services to contractors in the USAFRICOM area of responsibility. In instances where Government-furnished life support services are neither available nor authorized in the contract, the SPOT-generated letter of authorization, signed by the Contracting Officer, shall be annotated with "None" checked for Government-furnished life-support services.

(iii) 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 USAFRICOM area of responsibility under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USAFRICOM area of responsibility 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 all contractor personnel 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 for 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.af.mil;

(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; and

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

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

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

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

(ii) Receive agreed upon wages on time;

(iii) Take lunch and work-breaks;

(iv) Elect to terminate employment at any time;

(v) Identify grievances without fear of reprisal;

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

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

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

(ix) 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 and, as specified in the statement of work, non-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 such personnel 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 such personnel, as specified in the statement of work, shall bring to the USAFRICOM area of responsibility a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USAFRICOM area of responsibility 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 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 such personnel. 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));

(iv) In time of declared war or a contingency operation, CAAF and selected non-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; and,

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

(f) Processing and departure points. CAAF and, as specified in the statement of work, non-CAAF personnel 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 upon arrival at the deployed location. The designated reception site will validate personnel accountability, ensure that specific USAFRICOM area of responsibility entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data. The Contractor shall-

(1) Use the SPOT web-based system, or its successor, to account for-

(i) Data for all CAAF supporting the U.S. Armed Forces deployed outside the United States.

(ii) All contractor personnel who are United States citizens and third-country nationals, when the personnel will be performing in the USAFRICOM area of responsibility regardless of the length of performance or contract value; and

(iii) All private security contractor personnel and their equipment, and all other contractor personnel authorized to carry weapons, when the personnel are performing in the USAFRICOM area of responsibility regardless of the length of performance or contract value.

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

(3) The Contractor shall submit to the Contracting Officer for SPOT reporting, not later than the 10th day of each month, an aggregate count of all local national employees performing in the USAFRICOM area of responsibility, by country of performance, for 30 days or longer under a contract valued at or above $150,000 annually. Contractors using local national day laborers shall count each individual hired during the 30-day period only once.

(4) For classified contracts, users shall access SPOT at https://spot.dmdc.osd.smil.mil. To obtain access, contact the SPOT Customer Support Team via email: dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil mailto:dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil.

(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, including 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 or subordinate joint force commanders. 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 required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

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

(4) The Contractor shall ensure that all issued organizational clothing 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 USAFRICOM area of responsibility 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, subordinate joint force 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 USAFRICOM area of responsibility.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USAFRICOM area of responsibility 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 contractor personnel who are U.S. citizens and third country nationals.

(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) 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 Contract 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 that require subcontractor personnel to perform in the USAFRICOM area of responsibility.

252.225-7981 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS (OTHER THAN USCENTCOM) (DEVIATION 2015-O0016) (SEP 2015)

(a) In addition to any other existing examination-of-records authority, the Government is authorized to examine any records of the Contractor and its subcontractors to the extent necessary to ensure that funds, including supplies and services, available under this contract are not provided, directly or indirectly, to a person or entity that 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 substance of this clause, including this paragraph (b), is required to be included in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over $50,000 and will be performed outside the United States and its outlying areas.

252.225-7983 REQUIREMENT FOR PRODUCTS OR SERVICES OF DJIBOUTI (DEVIATION 2016-O0005) (FEB 2016)

(a) Definitions. As used in this clause-

(1) "Product of Djibouti" means a product (including a commercial item) that is wholly grown, produced or manufactured in Djibouti. This term does not include construction material brought to a construction site by a 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 of Djibouti" means a service (including construction) that is performed by a person that is-

(i) Operating primarily in Djibouti or is making a significant contribution to the economy of Djibouti through payment of taxes or use of products, materials, or labor of Djibouti, as determined by the Secretary of State; and

(ii) Is properly licensed or registered by authorities of the Government of Djibouti, as determined by the Secretary of State.

(b) The Contractor shall provide only products of Djibouti or services of Djibouti, unless, in its offer, it specified that it would provide products or services other than products of Djibouti or services of Djibouti.
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252.225-7984 ACQUISITION RESTRICTED TO PRODUCTS OR SERVICES OF DJIBOUTI (DEVIATION 2016-O0005) (FEB 2016)

(a) Definitions. As used in this clause-

(1) "Product of Djibouti" means a product (including a commercial item) that is wholly grown, produced or manufactured in Djibouti. This term does not include construction material brought to a construction site by a 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 of Djibouti" means a service (including construction) that is performed by a person that is-

(i) Operating primarily in Djibouti or is making a significant contribution to the economy of Djibouti through payment of taxes or use of products, materials, or labor of Djibouti, as determined by the Secretary of State; and

(ii) Properly licensed or registered by authorities of the Government of Djibouti, as determined by the Secretary of State.

(b) The Contractor shall provide only products of Djibouti or services of Djibouti.

252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2015-O0016) (SEP 2015)

(a) The Contractor shall-

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) 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;

(2) Check the list of prohibited/restricted sources in the System for Award Management at www.sam.gov <http://www.sam.gov> -

(i) Prior to subcontract award; and
(ii) At least on a monthly basis; and

(3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Contracting Officer provides to the Contractor written approval of the Head of the Contracting Activity to continue the subcontract.

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

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

(2)(i) Void this contract, in whole or in part, if the Head of the Contracting Activity 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 United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over $50,000 and will be performed outside the United States and its outlying areas.

252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION) (MAR 2015)

(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.

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>. 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>.

(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.

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.

252.229-7014 TAXES—FOREIGN CONTRACTS IN AFGHANISTAN (DEC 2015)

(a) This acquisition is covered by the Security and Defense Cooperation Agreement (the Agreement) between the Islamic Republic of Afghanistan and the United States of America signed on September 30, 2014, and entered into force on January 1, 2015.

(b) The Agreement exempts the Department of Defense (DoD), and its contractors and subcontractors (other than those that are Afghan legal entities or residents), from paying any tax or similar charge assessed on activities associated with this contract within Afghanistan. The Agreement also exempts the acquisition, importation, exportation, reexportation, transportation, and use of supplies and services in Afghanistan, by or on behalf of DoD, from any taxes, customs, duties, fees, or similar charges in Afghanistan.

(c) The Contractor shall exclude any Afghan taxes, customs, duties, fees, or similar charges from the contract price, other than those charged to Afghan legal entities or residents.

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

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

252.229-7015 TAXES—FOREIGN CONTRACTS IN AFGHANISTAN (NORTH ATLANTIC TREATY ORGANIZATION STATUS OF FORCES AGREEMENT) (DEC 2015)

(a) This acquisition is covered by the Status of Forces Agreement (SOFA) entered into between the North Atlantic Treaty Organization (NATO) and the Islamic Republic of Afghanistan issued on September 30, 2014, and entered into force on January 1, 2015.

(b) The SOFA exempts NATO Forces and its contractors and subcontractors (other than those that are Afghan legal entities or residents) from paying any tax or similar charge assessed within Afghanistan. The SOFA also exempts the acquisition, importation, exportation, reexportation, transportation and use of supplies and services in Afghanistan from all Afghan taxes, customs, duties, fees, or similar charges.

(c) The Contractor shall exclude any Afghan taxes, customs, duties, fees or similar charges from the contract price, other than those that are Afghan legal entities or residents.

(d) Afghan citizens employed by NATO contractors and subcontractors are subject to Afghan tax laws. To the extent required by Afghan law, the Contractor shall withhold tax from the wages of these employees and remit those withholdings to the Afghanistan Revenue Department. These withholdings are an individual's liability, not a tax against the Contractor.

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

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

(a) Contract line item(s) "to be cited in each individual task order" is/are incrementally funded. For this/these item (s), the sum of "to be cited in each individual task order" of the total price is presently available for payment and allotted to this contract.   An allotment schedule is set forth in paragraph (j) of this clause.

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

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

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

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

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

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h)   Nothing in this clause affects the rights of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

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

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

On execution of contract   "to be cited in each individual task order"
          "to be cited in each individual task order"   "to be cited in each individual task order"
          "to be cited in each individual task order""to be cited in each individual task order"
          "to be cited in each individual task order""to be cited in each individual task order"

252.232-7012 PERFORMANCE-BASED PAYMENTS - WHOLE-CONTRACT BASIS (MAR 2014)

(a) Performance-based payments shall form the basis for the contract financing payments provided under this contract, and shall apply to the whole contract. The performance-based payments schedule "to be cited in each individual task order" describes the basis for payment, to include identification of the individual payment events, evidence of completion, and amount of payment due upon completion of each event.

(b)(i) At no time shall cumulative performance-based payments exceed cumulative contract cost incurred under this contract. To ensure compliance with this requirement, the Contractor shall, in addition to providing the information required by FAR 52.232-32, submit supporting information for all payment requests using the following format:

Current performance-based payment(s) event(s) addressed by this request:
Contractor shall identify—   Amount   Totals

(1a) Negotiated value of all previously completed performance-based payment(s) event(s);

(1b) Negotiated value of the current performance-based payment(s) event(s);
(1c) Cumulative negotiated value of performance-based payment(s) events completed to date (1a) + (1b);

(2) Total costs incurred to date;

(3) Enter the amount from (1c) or (2), whichever is less;

(4) Cumulative amount of payments previously requested; and

(5) Payment amount requested for the current performance-based payment(s) event(s) (3) - (4).

(ii) The Contractor shall not submit payment requests more frequently than monthly.

(iii) Incurred cost is determined by the Contractor's accounting books and records, which the contractor shall provide access to upon request of the Contracting Officer for the administration of this clause.

252.232-7013 PERFORMANCE-BASED PAYMENTS - DELIVERABLE-ITEM BASIS (APR 2014)

(a) Performance-based payments shall form the basis for the contract financing payments provided under this contract and shall apply to Contract Line Item Numbers (CLIN(s)) "to be cited in each individual task order". The performance-based payments schedule "to be cited in each individual task order" describes the basis for payment, to include identification of the individual payment events, CLINs to

which each event applies, evidence of completion, and amount of payment due upon completion of each event.

(b)(i) At no time shall cumulative performance-based payments exceed cumulative contract cost incurred under CLIN(s) "to be cited in each individual task order". To ensure compliance with this requirement, the Contractor shall, in addition to providing the information required by FAR 52.232-32, submit supporting information for all payment requests using the following format:

Current performance-based payment(s) event(s) addressed by this request:
Contractor shall identify—   Amount   Totals

(1a) Negotiated value of all previously completed performance-based payment(s) event(s);

(1b) Negotiated value of the current performance-based payment(s) event(s);
(1c) Cumulative negotiated value of performance-based payment(s) event(s) completed to date (1a) + (1b);

(2) Total costs incurred to date;

(3) Enter the amount from (1c) or (2), whichever is less;

(4) Cumulative amount of payments previously requested; and

(5) Payment amount requested for the current performance-based payment(s) event(s) (3) - (4).

(ii) The Contractor shall not submit payment requests more frequently than monthly.

(iii) Incurred cost is determined by the Contractor's accounting books and records, which the contractor shall provide access to upon request of the Contracting Officer for the administration of this clause.

252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-O0017) (SEP 2015)

(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 $100 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 $100 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 $100 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 http://www.acq.osd.mil/dpap/dars/dfars/html/current/252242.htm, 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 $100 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 $100 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"

252.239-7010 CLOUD COMPUTING SERVICES (OCT 2016)

(a) Definitions. As used in this clause—

"Authorizing official," as described in DoD Instruction 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT), means the senior Federal official or executive with the authority to formally assume responsibility for operating an information system at an acceptable level of risk to organizational operations (including mission, functions, image, or reputation), organizational assets, individuals, other organizations, and the Nation.

"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.

"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.

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

"Government data" means any information, document, media, or machine readable material regardless of physical form or characteristics, that is created or obtained by the Government 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 contractor's business records e.g. financial records, legal records etc. or data such as operating procedures, software coding or algorithms that are not uniquely applied to the Government data.

"Information system" means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

"Media" means physical devices or writing surfaces including, but 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.

"Spillage" security incident that results in the transfer of classified or controlled unclassified information onto an information system not accredited (i.e., authorized) for the appropriate security level.

b) Cloud computing security requirements. The requirements of this clause are applicable when using cloud computing to provide information technology services in the performance of the contract.

(1) If the Contractor indicated in its offer that it "does not anticipate the use of cloud computing services in the performance of a resultant contract," in response to provision 252.239-7009, Representation of Use of Cloud Computing, and after the award of this contract, the Contractor proposes to use cloud computing services in the performance of the contract, the Contractor shall obtain approval from the Contracting Officer prior to utilizing cloud computing services in performance of the contract.

(2) The Contractor shall implement and maintain administrative, technical, and physical safeguards and controls with the security level and services required in accordance with the Cloud Computing Security Requirements Guide (SRG) (version in effect at the time the solicitation is issued or as authorized by the Contracting Officer) found at http://iase.disa.mil/cloud_security/Pages/index.aspx, unless notified by the Contracting Officer that this requirement has been waived by the DoD Chief Information Officer.

(3) The Contractor shall maintain within the United States or outlying areas all Government data that is not physically located on DoD premises, unless the Contractor receives written notification from the Contracting Officer to use another location, in accordance with 239.7602-2 (a).

(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 or delivery order issued hereunder.

(i) If authorized by the terms of this contract or a task order or delivery 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 or delivery 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) Cloud computing services cyber incident reporting. The Contractor shall report all cyber incidents that are related to the cloud computing service provided under this contract. Reports shall be submitted to DoD via http://dibnet.dod.mil/.

(e) 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.

(f) 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 the cyber incident report (see paragraph (d) 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.

(g) 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.

(h) 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 (f) of this clause.

(i) Records management and facility access.

(1) The Contractor shall provide the Contracting Officer all Government data and Government-related data in the format specified in the contract.

(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.

(3) The Contractor shall provide the Government, or its authorized representatives, access to all Government data and Government-related data, access to contractor personnel involved in performance of the contract, and physical access to any Contractor facility with Government data, for the purpose of audits, investigations, inspections, or other similar activities, as authorized by law or regulation.

(j) Notification of third party access requests. The Contractor shall notify the Contracting Officer promptly 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. The Contractor shall cooperate with the Contracting Officer to take all measures to protect Government data and Government-related data from any unauthorized disclosure.

(k) Spillage. Upon notification by the Government of a spillage, or upon the Contractor's discovery of a spillage, the Contractor shall cooperate with the Contracting Officer to address the spillage in compliance with agency   procedures.

(l) Subcontracts. The Contractor shall include this clause, including this paragraph (l), in all subcontracts that involve or may involve cloud services, including subcontracts for commercial items.

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

5352.245-9007 USE OF SPECIAL TOOLING/SPECIAL TEST EQUIPMENT ON A NON-INTERFERENCE BASIS (AFMC) (OCT 2008) (TAILORED)

The Contractor is authorized to use during the performance of this contract on a rent-free, noninterference basis, the special tooling and special test equipment identified "to becited in each individual task order". Noninterference means that use of the special tooling and/or test equipment will not interfere with the performance of the contract under which the property is accountable.

Specify where the special tooling and/or test equipment is identified or state "below" and list the items. List the contract number under which the items are accountable.

D. OTHER CONTRACT CLAUSES IN FULL TEXT

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

(a) Definitions. As used in this clause-

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

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

(ii) Has been determined through a criminal, civil, or administrative proceeding that results in a disposition listed in paragraph 2 of this definition to be liable for actions of a subcontractor of the Contractor that caused serious bodily injury or death to any civilian or military personnel of the Government through gross negligence or with reckless disregard for the safety of such personnel.

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

(iv) In a criminal, civil or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if

the proceeding could have led to any of the outcomes specified in subparagraphs (a)(2)(i), (a)(2)(ii) or (a)(2)(iii).

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

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

(End of Clause)

NOTICE: THE FOLLOWING CONTRACT CLAUSES PERTINENT TO THIS SECTION ARE HEREBY INCORPORATED BY REFERENCE INTO SECTION I. (NOV 2010)

AIR FORCE FEDERAL ACQUISITION REGULATION SUPPLEMENT CONTRACT CLAUSES

5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST (OCT 2010); (FORMERLY AFMCFARS - 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002))

5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST (OCT 2010) ALTERNATE I; (FORMERLY AFMCFARS - 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002) - ALTERNATE I (AUG 2002))
Alt I, Para (a)(2)(i), Specific period of time or an expiration date '"to be cited in each individual task order"'
Alt I, Para (a)(2)(ii), System or services '"to be cited in each individual task order"'
Alt I, Para (a)(2)(ii), Services, the system, or the major components of the system '"to be cited in each individual task order"'
Alt I, Para (a)(2)(ii), Duration of the constraint '"to be cited in each individual task order"'

5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST (OCT 2010) ALTERNATE II (OCT 2010); (FORMERLY AFMCFARS - 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002) - ALTERNATE II (AUG 2002))
Alt II, Para (a)(2), Definite period of time: '"to be cited in each individual task order"'

5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST (OCT 2010) ALTERNATE III (OCT 2010); (FORMERLY AFMCFARS - 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002) - ALTERNATE III (AUG 2002))

5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST (OCT 2010) ALTERNATE IV (OCT 2010); (FORMERLY AFMCFARS - 5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST (OCT 2010) ALTERNATE IV (OCT 2010))

5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST (OCT 2010) ALTERNATE V (OCT 2010); (FORMERLY AFMCFARS - 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002) - ALTERNATE V (AUG 2002))

5352.209-9000 ORGANIZATIONAL CONFLICT OF INTEREST (OCT 2010) ALTERNATE VI (OCT 2010); (FORMERLY AFMCFARS - 5352.209-9002 ORGANIZATIONAL CONFLICT OF INTEREST (AFMC) (AUG 2002) - ALTERNATE VI (AUG 2002)

DOCUMENT	PGS	DATE	TITLE
EXHIBIT A	14	26 SEP 2017	CDRLS
ATTACHMENT 1	11	26 SEP 2017	STATEMENT OF OBJECTIVES
ATTACHMENT 2	20	26 SEP 2017	INSTRUCTIONS TO OFFERORS (ITO)
ATTACHMENT 3	16	26 SEP 2017	EVALUATION CRITERIA
ATTACHMENT 4	5	26 SEP 2017	CROSS REFERENCE MATRIX (CRM)
ATTACHMENT 5	5	26 SEP 2017	SELF SCORING WORKSHEET
ATTACHMENT 6	2	26 SEP 2017	PAST PERFORMANCE QUESTIONNAIRE
ATTACHMENT 7	28	26 SEP 2017	DEFINITION OF TERMS

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.204-16   COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016)
52.237-08   RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS (AUG 2003)

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

252.212-7002   PILOT PROGRAM FOR ACQUISITION OF MILITARY-PURPOSE
                 NONDEVELOPMENTAL ITEMS (JUN 2016)

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

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.204-08 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2017)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541511- Custom Computer Programming Service.

(2) The small business size standard is less than $27,500,000.00.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (d) applies.

[ ] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements -- Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-- Representation.

(vii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed $50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed $500,000, which are issued after April 24, 2017.

Note to paragraph (c)(1)(xvi): By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals - Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American - Free Trade Agreements - Israeli Trade Act Certificate. (Basic, Alternates I, II and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $77,533, the provision with its Alternate II applies.

(D) If the acquisition value is $77,533 or more but is less than $100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

X ------(i) 52.204-17, Ownership or Control of Offeror.

X ------- (ii) 52.204-20, Predecessor of Offeror

N/A ------(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

N/A ------(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

N/A ------(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

N/A ------(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

X ------(vii) 52.227-6, Royalty Information.

N/A ------ (A) Basic.

N/A ------ (B) Alternate I.

X ------(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through https://www.acquisition.gov . After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause   Title   Date   Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

52.222-57 REPRESENTATION REGARDING COMPLIANCE WITH LABOR LAWS (EXECUTIVE ORDER 13673) (DEC 2016)

(a)(1) Definitions.

"Administrative merits determination", "arbitral award or decision", "civil judgment", "DOL Guidance", "enforcement agency", "labor compliance agreement", "labor laws", and "labor law decision" as used in this provision have the meaning given in the clause in this solicitation entitled 52.222-59, Compliance with Labor Laws (Executive Order 13673).

(2) Joint ventures. If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(b)(1) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [ ] does [ ] does not anticipate submitting an offer with an estimated contract value of greater than $50 million.

(2) For solicitations issued after April 24, 2017: The Offeror [ ] does [ ] does not anticipate submitting an offer with an estimated contract value of greater than $500,000.

(c) If the Offeror checked "does" in paragraph (b)(1) or (2) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

[ ](1) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[ ](2) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(d)(1) If the box at paragraph (c)(2) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(i) For each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, the following, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

(A) The labor law violated.

(B) The case number, inspection number, charge number, docket number, or other unique identification number.

(C) The date rendered.

(D) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(ii) The administrative merits determination, arbitral award or decision, or civil judgment document to the Contracting Officer, if the Contracting Officer requires it;

(iii) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as Offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(iv) The information in paragraphs (d)(1)(i) and (d)(1)(iii) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see 4.1102(a)).

(2)(i) The Contracting Officer will consider all information provided under (d)(1) of this provision as part of making a responsibility determination.

(ii) A representation that any labor law decisions were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(iii) The representation in paragraph (c) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in part 49.

(e) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (c) of this provision is no longer accurate.

(f) The representation in paragraph (c) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

Note to 52.222-57: By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined section will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data--General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block] --

[ ] None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

[ ] Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

_____

_____

_____

_____

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

B. DEFENSE FAR SUPP SOLICITATION PROVISIONS IN FULL TEXT

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. "Covered DoD official" is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus—Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities—Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer (Contracting Officer check as appropriate.]

X ---- (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

N/A ---- (ii) 252.225-7000, Buy American---Balance of Payments Program Certificate.

N/A ---- (iii) 252.225-7020, Trade Agreements Certificate.

N/A ---- Use with Alternate I.

X ---- (v) 252.225-7031, Secondary Arab Boycott of Israel.

N/A ---- (vi) 252.225-7035, Buy American---Free Trade Agreements—Balance of Payments Program Certificate.

N/A ---- Use with Alternate I.

N/A ---- Use with Alternate II.

N/A ---- Use with Alternate III.

N/A ---- Use with Alternate IV.

N/A ---- Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM website at https://www.acquisition.gov/. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #   Title   Date   Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

252.204-7013 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT SOLICITATION OFFERORS (MAY 2016)

(a) Definitions. As used in this provision—

"Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

"Litigation information" means any information, including sensitive information, that is furnished to the contractor by or on behalf of the Government, or that is generated or obtained by the contractor in the performance of litigation support under a contract. The term does not include information that is lawfully, publicly available without restriction, including information contained in a publicly available solicitation.

"Litigation support" means administrative, technical, or professional services provided in support of the Government during or in anticipation of litigation.

"Sensitive information" means controlled unclassified information of a commercial, financial, proprietary, or privileged nature. The term includes technical data and computer software, but does not include information that is lawfully, publicly available without restriction.

"Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) Limitations on use or disclosure of litigation information. Notwithstanding any other provision of this solicitation, by submission of its offer, the Offeror agrees and acknowledges that—

(1) All litigation information will be accessed and used for the sole purpose of providing litigation support;

(2) The Offeror will take all precautions necessary to prevent unauthorized disclosure of litigation information;

(3) The litigation information shall not be used by the Offeror to compete against a third party for Government or nongovernment contracts; and

(4) Upon completion of the authorized litigation support activities, the Offeror will destroy or return to the Government at the request of the Contracting Officer all litigation information in its possession.

(c) Indemnification and creation of third party beneficiary rights. By submission of its offer, the Offeror agrees—

(1) To indemnify and hold harmless the Government, its agents, and employees from any claim or liability, including attorneys' fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of any litigation information; and

(2) That any third party holding proprietary rights or any other legally protectable interest in any litigation information, in addition to any other rights it may have, is a third party beneficiary who shall have a right of direct action against the Offeror, and against any person to whom the Offeror has released or disclosed such litigation information, for any such unauthorized use or disclosure of such information.

(d) Offeror employees. By submission of its offer, the Offeror agrees to ensure that its employees are subject to use and nondisclosure obligations consistent with this provision prior to the employees being provided access to or use of any litigation information covered by this provision.

252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE--SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009)

(a) Definitions. "Commercial derivative military article," "commercially available off-the-shelf item," "produce," "required form," and "specialty metal," as used in this provision, have the meanings given in the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009). The

offeror's designation of an item as a "commercial derivative military article" will be subject to Government review and approval.

_____   _____
_____   _____.

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of—

(1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

252.225-7046 EXPORTS BY APPROVED COMMUNITY MEMBERS IN RESPONSE TO THE SOLICITATION (JUN 2013)

(a) Definitions. The definitions of "Approved Community", "defense articles", Defense Trade Cooperation (DTC) Treaty", "export", "Implementing Arrangement", "qualifying defense articles", "transfer", and "U.S. DoD Treaty-eligible requirements" in DFARS clause 252.225-7047 apply to this provision.

(b) All contract line items in the contemplated contract, except any identified in this paragraph, are intended to satisfy U.S. DoD Treaty-eligible requirements. Specific defense articles that are not U.S. DoD Treaty-eligible will be identified as such in those contract line items that are otherwise U.S. DoD Treaty-eligible.

CONTRACT LINE ITEMS NOT INTENDED TO SATISFY
U.S. DoD TREATY-ELIGIBLE REQUIREMENTS:
to be identified in individual task orders

(c) Approved Community members responding to the solicitation may only export or transfer defense articles that specifically respond to the stated requirements of the solicitation.

(d) Subject to the other terms and conditions of the solicitation and the contemplated contract that affect the acceptability of foreign sources or foreign end products, components, parts, or materials, Approved Community members are permitted, but not required, to use the DTC Treaties for exports or transfers of qualifying defense articles in preparing a response to this solicitation.

(e) Any conduct by an offeror responding to this solicitation that falls outside the scope of the DTC Treaties, the Implementing Arrangements, and the implementing regulations of the Department of State in 22 CFR 126.16 (Australia), 22 C.F.R. 126.17 (United Kingdom), and 22 C.F.R. 126 Supplement No. 1 (exempted technologies list) is subject to all applicable International Traffic in Arms Regulations

(ITAR) requirements, including any criminal, civil, and administrative penalties or sanctions, as well as all other United States statutory and regulatory requirements outside of ITAR.

(f) If the offeror uses the procedures established pursuant to the DTC Treaties, the offeror agrees that, with regard to the export or transfer of a qualifying defense article associated with responding to the solicitation, the offeror shall—

(1) Comply with the requirements and provisions of the applicable DTC Treaties, the Implementing Arrangements, and corresponding regulations (including the ITAR) of the U.S. Government and the government of Australia or of the United Kingdom, as applicable;

(2) Prior to the export or transfer of a qualifying defense article—

(i) Mark, identify, transmit, store, and handle any defense articles provided for the purpose of responding to such solicitations, as well as any defense articles provided with or developed pursuant to their responses to such solicitations, in accordance with the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the marking and classification requirements described in the applicable regulations;

(ii) Comply with the re-transfer or re-export provisions of the DTC Treaties, the Implementing Arrangements, and corresponding regulations of the United States Government and the government of Australia or the government of the United Kingdom, as applicable, including, but not limited to, the re-transfer and re-export requirements described in the applicable regulations; and

(iii) Acknowledge that any conduct that falls outside or in violation of the DTC Treaties, Implementing Arrangements, and implementing regulations of the applicable government including, but not limited to, unauthorized re-transfer or re-export in violation of the procedures established in the applicable Implementing Arrangement and implementing regulations, remains subject to applicable licensing requirements of the government of Australia, the government of the United Kingdom, and the United States Government, as applicable, including any criminal, civil, and administrative penalties or sanctions contained therein; and

(g) Representation. The offeror shall check one of the following boxes and sign the representation:

__ The offeror represents that export(s) or transfer(s) of qualifying defense articles were made in preparing its response to this solicitation and that such export(s) or transfer(s) complied with the requirements of this provision.

Name/Title of Duly Authorized Representative   Date

__ The offeror represents that no export(s) or transfer(s) of qualifying defense articles were made in preparing its response to this solicitation.

Name/Title of Duly Authorized Representative   Date

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1)   If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2)   If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b)   The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights.   For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract.   Notification and identification is not required for restrictions based solely on copyright.

(c)   Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d)   The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process.   For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions.   For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted.   For computer software, development refers to the software.   Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _ _ _ _ _ _ _ _ _ _

Printed Name and Title _ _ _ _ _ _ _ _ _ _

_ _ _ _ _ _ _ _ _ _

Signature

_ _ _ _ _ _ _ _ _ _

(End of identification and assertion)

(e)   An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f)   If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract.   Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

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.

C. OTHER SOLICITATION PROVISIONS IN FULL TEXT

K004 USE OF NON-GOVERNMENT ADVISORS (AFMC) (FEB 2011)

(a) Offerors are advised that technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors for review and analysis. The non-Government advisor support will be provided by:

Name of firm(s)
Tecolote Research, Inc.
Corporate Headquarters
420 S. Fairview Ave, Suite 201
Goleta, CA 93117-3626

(b) Offerors shall complete paragraph (b)(2) or provide written objection to disclosure as indicated in paragraph (b)(1). If the offeror objects to disclosure of a portion of the proposal, the consent in (b)(2) should be provided for the remainder of the proposal.

(1) Any objection to disclosure:

(i) Shall be provided in writing to the contracting officer within 3 days of Amendment 0004 issuance; and

(ii) Shall include a detailed statement of the basis for the objection. The detailed statement shall identify the specific portions of the proposal the offeror objects to disclosure to non-Government advisors.

(2) I understand technical and cost/price data submitted to the Government in response to this solicitation may be released to non-Government advisors. I consent to release of any (unless objection is provided in (b)(1) above) proprietary, confidential, or privileged commercial or financial data provided by the firm(s) named below in response to this solicitation, to non-Government advisors for review and analysis:

Firm:

Name (individual authorized to commit firm):

Title:

Date of Execution:

I. NOTICE: The following solicitation provisions pertinent to this section are hereby incorporated by reference:

A. FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS

52.203-18	PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN ITERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS - REPRESENTATION (JAN 2017)
52.204-07	SYSTEM FOR AWARD MANAGEMENT (OCT 2016)
52.207-06	SOLICITATION OF OFFERS FROM SMALL BUSINESS CONCERNS AND SMALL BUSINESS TEAMING ARRANGEMENTS OR JOINT VENTURES (MULTIPLE-AWARD CONTRACTS) (OCT 2016)
52.211-06	BRAND NAME OR EQUAL (AUG 1999)
52.211-07	ALTERNATIVES TO GOVERNMENT-UNIQUE STANDARDS (NOV 1999)
52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)
	Contracting Officer indicates DX or DO Rated Order: '"to be cited in each individual task order"'
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-01	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2017)
52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)
52.216-01	TYPE OF CONTRACT (APR 1984)
	Type of contract is 'Indefinite Delivery/Indefinte Quantity'
52.216-27	SINGLE OR MULTIPLE AWARDS (OCT 1995)
52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)
52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (JUL 2013)
52.233-02	SERVICE OF PROTEST (SEP 2006)
	Para (a) Official or location is 'Shaneka Brown
	AFLCMC/HIK
	501 East Moore Drive, Bldg 884, Suite 1400M
	Maxwell AFB-Gunter Annex, AL 36114'

B. DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT SOLICITATION PROVISIONS

252.227-7028	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)
252.234-7003	NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM - BASIC (NOV 2014)
252.234-7003	NOTICE OF COST AND SOFTWARE DATA REPORTING SYSTEM - ALTERNATE I (NOV 2014) - ALTERNATE I (NOV 2014)
252.237-7024	NOTICE OF 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"'
252.239-7017	NOTICE OF SUPPLY CHAIN RISK (NOV 2013)

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

FEDERAL ACQUISITION REGULATION SOLICITATION PROVISIONS IN FULL TEXT

52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):   http://farsite.hill.af.mil/

52.252-05 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

NO CLAUSES OR PROVISIONS IN THIS SECTION

STATEMENT OF OBJECTIVES (SOO)

FOR

SMALL BUSINESS ENTERPRISE APPLICATION SOLUTIONS (SBEAS)

1. Purpose

The purpose of this Indefinite Delivery/Indefinite Quantity (IDIQ) Contract is to provide a vehicle for customers to access a wide range of Information Technology (IT) Network Centric services and solutions that support the IT lifecycle. While the SBEAS contract is mandatory use for the Air Force, this contract vehicle may be used by all other agencies that support an Air Force requirement.

2. Scope

The scope of this IDIQ includes the comprehensive suite of IT services and IT solutions to support IT systems and software development in a variety of environments and infrastructures. Additional IT services include, but are not limited to documentation, operations, deployment, cybersecurity, configuration management, training, commercial off-the-shelf (COTS) product management and utilization, technology refresh, data and information services, information display services and business analysis for IT programs.

3. Technical Objectives

The objectives identified within this SOO are described in general terms. Each task order will address specific requirements, project scheduling, and other related performance criteria, as applicable. In accordance with AF and DoD standards referenced in section 8, Contractors shall provide IT solutions that operate in approved Network Centric enterprise environments and exploit approved infrastructures.

3.1 Life-Cycle Software Services

Life-cycle Software Services include but are not limited to:

    3.1.1   Project management

    3.1.2   Systems engineering, including technical and technical management processes

    3.1.3   System architecture and design documentation

    3.1.4   Technical solution design, creation, and implementation from a defined business process, user stories, or business use cases

    3.1.5   Software development using various methodologies to include Agile, Prototype, Dev Ops, Rapid, Dynamic, Lean, or Waterfall. Agile is the preferred methodology

    3.1.6   Information/web services development and information/web services testing to

include using Service-Oriented Architectures

3.1.7 Mobile or other Internet of Things (IoT) devices applications life-cycle software services

3.1.8 Information Display Solutions and Services, including but not limited to, mashups, dashboards, portals, and rich internet applications (RIA)

3.1.9 Database development or conversion

3.1.10 Incorporation of and compliance with Cybersecurity objectives and information security concepts to include Risk Management Framework (RMF) and DoD Information Assurance Certification and Accreditation Process (DIACAP)(DoD 8510.01)

- RMF Cybersecurity Objectives

   3.1.10.1 Confidentiality

   3.1.10.2 Integrity

   3.1.10.3 Availability

- Basic information security concepts

   3.1.10.4 Authentication

   3.1.10.5 Authorization

   3.1.10.6 Accountability (non-repudiation)

3.1.11 Build, testing, implementation and integration

3.1.12 Data or system migration

3.1.13 Administration of applications, systems, databases and interfaces to include system performance monitoring, tuning, provisioning and configuration management

3.1.14 Modifications to the Form, Fit, Function, or Interface (F3I) of an in-service, configuration-managed or produced Configuration Item (CI)

3.1.15 Technology refresh, software or hardware upgrades

3.1.16 Software modernization or re-engineering

3.1.17 Decommission planning and execution

3.2 Supporting IT Services

Supporting IT services objectives include, but are not limited to:

3.2.1 Data and Information Services

3.2.2 IT Business analysis and Functional Business Area Expertise (FBAE) for business process areas to include, but not limited to, contracting, finance, medical, logistics, personnel, communications, transportation, civil engineering, munitions, infrastructure and operations

3.2.3 Service desk, field and technical support to include access management, event management, incident management, problem management, and request fulfillment

3.2.4 Customer and user training

3.2.5 Creating and updating system documentation

3.3 Supporting Systems Within Various Computing Environments

Provide development and supporting IT services and solutions within environments including:

3.3.1 AF-owned

3.3.2 DISA-operated

3.3.3 Commercial, Non-commercial and Hybrid Cloud environments

3.3.4 Mobile devices

3.3.5 Other DoD-approved common operating environments

3.4 General Objectives

Other general requirements include:

3.4.1 Comply with DoD policy that Cybersecurity requirements shall be identified and included in the design, acquisition, installation, operation, upgrade, or replacement of all DoD information systems. This includes systems and processes developed within the Defense Acquisition System (DAS); systems and processes developed at private expense; outsourced business processes supported by private sector information systems; and outsourced information technologies. IAW DoD 8570.01-M [Information Assurance (IA) Workforce Improvement Program (WIP)] and AFI 17-1303 [Cybersecurity Workforce Improvement Program (WIP)], all personnel assigned to perform cybersecurity function(s) are required to carry an approved certification for their particular job classification. Specific cybersecurity requirements will be stated in the Task Order(s). (CDRL A007)

- Reference National Institute of Standards and Technology (NIST) Special Publications 800-37, 800-53, 800-53A Rev 4 and Committee on National Security Systems Instructions (CNSSI) 1253 in relation to the Risk Management Framework (RMF) standards

3.4.2 Apply disciplined/best practices for systems engineering process optimizations

- Each contract holder is required, at the time of proposal submission, to be appraised at Level 2 (at a minimum) for either Capability Maturity Model Integration (CMMI) for Development or CMMI for Services using the Software Engineering Institute's (SEI) Standard CMMI Appraisal Method for Process Improvement (SCAMPI) (Method A). For approved Joint Ventures, at least 50% of the venturers are required to hold the appraisal level if the Joint Venture itself does not

- CMMI appraisal level held at contract award shall be maintained or increased throughout the life of the contract. Each contract holder shall provide, on an annual basis, the appropriate documentation which verifies the appraisal level held at contract award has been maintained or increased (CDRL A006)

3.4.3 Generate necessary design and implementation artifacts that will support lifecycle management of each solution developed or service provided

3.4.4 Develop and provide all data in accordance with the data right clauses and as identified in each task order

3.4.5 Use only Government-off-the-Shelf (GOTS) tools, approved Commercial-off-the-Shelf (COTS) tools or approved Free and Open Source Software (FOSS) for systems design and development, or incorporation into system solutions, in accordance with AF and DoD Standards

3.4.6 Support the Government in demonstrating audit readiness by responding to agency audits, inspections, and product assessments (i.e., monitoring/inspection/auditing of IT regulated activities to ensure compliance)

3.4.7 Supply work breakdown structure (WBS), integrated master schedule (IMS), and transition plans as defined at the task order level

3.5 Program Management Objectives

At time of contract kickoff, identify a Program Manager (PM) who shall be the primary representative responsible for all work awarded under this contract, participating in Program Management Reviews (PMR) and ensuring all standards and requirements referenced herein are adhered to. The SBEAS Program conducts a maximum of one (1) mandatory PMR per fiscal year. The PMR will be conducted via a virtual webinar or teleconference. Contractors are free to travel to the Government's facility to conduct the PMR however, travel expenses will not be reimbursed as this method of conducting the PMR is not required. Contractors shall provide briefing materials for the PMR. Contractors shall also provide a capability description for the Government's use in accordance with CDRL A003.

3.5.1 **Ordering Authority**
The SBEAS Program will utilize a control number process for all requests for proposal (RFP) or request for quote (RFQ) on this contract. RFPs and RFQs are only valid if they include a control number. No decentralized orders shall be placed by DoD and other Federal Agencies without an assigned SBEAS control number.

3.5.2 **Task Order Management and Status Reporting**
Establish and maintain a documented set of disciplined, mature, and continuously improving processes for administering all task order efforts. All information for overall task order reporting will be submitted via a contract data requirements list (CDRL). This monthly CDRL will include but not be limited to; new task orders, modifications to existing task orders, RFQ submissions, order status updates, service descriptions, payment amounts/dates by CLIN, and DFAS invoices. Additionally, this CDRL also requires a copy of each award and modification be sent to the Government PMO as soon as received but no later than with CDRL A001.

3.5.3 **Contractor Manpower Reporting**
Comply with Section 2330a of title 10, United States Code (10 USC 2330a), requiring an annual inventory of contracts for services performed during the prior fiscal year by completing the Air Force's on-line contractor manpower reporting application (CMRA). The inventory must include the number of contractor employees and associated cost data collected from all SBEAS task orders during that period. An email copy of the CMRA submittal shall be provided to the Government. (CDRL A005)

3.5.4 **Earned Value Management (EVM)**
EVM may be required at the task order level. If required, each individual task order will provide specific requirements for EVM.

4. Other Considerations

4.1 Security

The IDIQ will support the following levels of security: Unclassified; Unclassified, But Sensitive; Secret (S); Secret Sensitive Compartmented Information (S/SCI); Top Secret (TS); and Top Secret Sensitive Compartmented Information (TS/SCI).

Task orders may require personnel security clearances up to and including Top Secret and may require all employees to be United States citizens. The security clearance requirements will depend on the security level requirements at the task order level. The task orders may also require access to sensitive compartmented information (SCI) for which SCI eligibility will be required. Individuals performing work under task orders shall comply with applicable program security requirements as stated in the task order. Contractor personnel shall be required to have the appropriate level of investigation and/or security clearance for each agency and information system

as applicable at the task order level prior to performing services under the task order. The cost of the associated investigations for contractors will be in accordance with governmental directives at the time of the contract award.

All Contractors located on military installations shall also comply with Operations Security (OPSEC) requirements as set forth in DoD Directive 5205.02, Operations Security Program and AFI 10-701, Operations Security. In accordance with DoD Manual 5200.02, Procedures for the DoD Personnel Security Program (PSP) and DoD Instruction 1000.13, DoD military, civilian, consultants and contractor personnel using unclassified automated information systems, including e-mail, shall have, at a minimum, a completed favorable T1, equivalent or higher background investigation.

4.2 Facility Clearance Level (FCL)
An FCL is not mandatory at the IDIQ level; however task orders may require an FCL up to and including Top Secret. The requirement for an FCL will be specified at the task order level.

4.3 North American Industry Classification System (NAICS)
The NAICS code for this acquisition is 541511: Custom Computer Programming Services. This U.S. industry comprises establishments primarily engaged in writing, modifying, testing, and supporting software to meet the needs of a particular customer. This NAICS Code is revenue based at $27.5M annually. All Contractors shall be certified as a small business under this NAICS code prior to contract awardat the time of initial proposal submission.

4.4 Limitation of Subcontracting
In accordance with FAR 52.219-14, Limitations on Subcontracting and 13 CFR 125.6(e), in performance of services awarded, at least 50% of the cost of contract performance incurred for personnel shall be expended by the SBEAS Prime Contractor. It is the Government's intent to invoke this clause at the task order level.

In an effort to monitor and strictly enforce this requirement, the Contractor shall specifically identify the total prime and subcontracted labor dollars combined and the total labor dollars subcontracted separately in each invoice submitted under SBEAS task orders. (CDRL A002)

4.5 Small Business Recertification
Each contract holder under this IDIQ shall recertify under the 541511 NAICS Code used for this contract award. In accordance with 13 CFR 121.404, recertification shall be completed no more than 120 days priorto the end of the base period and no more than 120 days prior
to exercising any option thereafter. Since SBEAS only has one option period, recertification will only take place at the end of the Base period. Any Contractor who cannot recertify as a small business, will be removed from the contract. However, if a Contractor has been awarded task

orders and the task order period of performance has not ended, the Government will exercise the Contractor's remaining option period for the purpose of task order performance completion only. The Contractor shall not, however, be awarded any new contract actions under the contract and the contract will be terminated for convenience once task order performance is completed.

In accordance with 13 CFR 121.404 the following applies:
- Within 30 days of an approved contract novation, a contractor must recertify its small business size status to the procuring agency, or inform the procuring agency that it is other than small.
  - **Note: If a company or JV has recertified within the 30 days of an approved contract novation, and it falls within the 120 day window for all companies to recertify as a small business, the requirement has been satisfied; if it does not, a recertification would be required.**

- In the case of a merger, sale, or acquisition, where contract novation is not required, the contractor must, within 30 days of the transaction becoming final, recertify its small business size status to the procuring agency, or inform the procuring agency that it is other than small.
- Recertification is required:
  - When a concern, or an affiliate of the concern, acquires or is acquired by another concern;

  - From both the acquired concern and the acquiring concern if each has been awarded a contract as a small business; and

  - From a joint venture when an acquired concern, acquiring concern, or merged concern is a participant in a joint venture that has been awarded a contract or order as a small business.

  - If the merger, sale or acquisition occurs after offer but prior to award, the offeror must recertify its size to the contracting officer prior to award.

In addition to the requirements set forth in 13 CFR 121.404, the following requirements also apply:
- Once contract award has been made to a joint venture (JV), no new members, participants or partners shall be added to the JV.
- If a member, participant or partner of a JV is acquired or merged, the JV shall submit an addendum to the approved Joint Venture Agreement (JVA) for this contract and each member, participant or partner shall recertify as a small business.
  - In the case of a mentor protégé JV, the JV shall submit, in addition to the SBEAS JVA addendum, a new Mentor Protégé Agreement (MPA) approved by Small Business Administration (SBA).
  - The JV shall also provide the appropriate documentation which verifies that at least

50% of the JV still meets the minimum requirement to be appraised at Level 2 (at a minimum) for either Capability Maturity Model Integration (CMMI) for Development or CMMI for Services using the SEI SCAMPI (Method A) and shall identify which participant(s) of the JV holds the required appraisal.

- In the case where a JV is dissolved, the contract held with the JV will be terminated for convenience.
- For JVs that are formed between two members, if one of the members leaves the JV, the contract held will be terminated for convenience.
- For JVs comprised of more than two members, if one of the members leaves the JV, the JV shall submit an addendum to its JVA for SBEAS and also provide the appropriate documentation which verifies that at least 50% of the JV still meets the minimum requirement to be appraised at Level 2 (at a minimum) for either Capability Maturity Model Integration (CMMI) for Development or CMMI for Services using the SEI SCAMPI (Method A) and shall identify which participant(s) of the JV holds the required appraisal. If this information cannot be verified, the JV will be terminated for convenience. (CDRL A004, A006)

4.6 On Ramp
The Government intends to establish an awardee pool under the SBEAS effort by competitively awarding multiple-award IDIQ contracts. 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 total small business set-aside to bring the awardee pool up to a level to ensure adequate competition . Any awardee already in the awardee pool will not recompete for an awardee pool position. The On-Ramp competitions will use the same evaluation methodology and documentation updated to reflect changes in regulatory provisions as well ascommercial technologies, practices and certification standards.

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 but shall not extend the overall term of the contract beyond the original ordering period nor shall it re-establish the contract base period.

4.7 Places of Performance
It is anticipated that there may be task orders under this contract for work within and outside of the United States. The specific place of performance will be identified at the task order level. For the

purposes of this IDIQ, Contiguous United States (CONUS) means the 48 contiguous States and the District of Columbia, and OCONUS means outside of the contiguous United States to also include the Non-Foreign OCONUS Area (the states of Alaska and Hawaii, the Commonwealths of Puerto Rico and the Northern Mariana Islands, Guam, and U.S. territories and possessions).

4.8 Other Direct Costs (ODCs)

ODCs will be addressed at the task order level and will be paid on a reimbursable basis. G&A or overhead cost are permissible and will be negotiated at the task order level.

4.9 Travel

Travel requirements will be addressed at the task order level. Costs associated with Contractor travel shall be in accordance with FAR Part 31.205-46, Travel Costs. Travel will be reimbursed on a cost reimbursable basis. G&A or overhead cost are permissible and will be negotiated at the task order level. No profit will be paid.

4.10 Organizational Conflicts of Interest (OCI)

FAR 9.5 Organizational and Consultant Conflicts of Interest, prescribes responsibilities, general rules, and procedures for identifying, evaluating, and resolving organizational conflicts of interest; provides examples to assist contracting officers in applying these rules and procedures to individual contracting situations; and implements section 8141 of the 1989 Department of Defense Appropriation Act, Pub. L. 100-463, 102 Stat. 2270-47 (1988).

The general rules in FAR 9.505-1 through 9.505-4 prescribe limitations on contracting as the means of avoiding, neutralizing, or mitigating organizational conflicts of interest that might otherwise exist in the stated situations. Conflicts may arise in situations not expressly covered in FAR section 9.505 or in FAR section 9.508. Each individual contracting situation should be examined on the basis of its particular facts and the nature of the proposed contract. The exercise of common sense, good judgment, and sound discretion is required in both the decision on whether a significant potential conflict exists and, if it does, the development of an appropriate means for resolving it.

In the event that a task order requires activity that would create an actual or potential conflict of interest, the procedures in FAR 9.506 Procedures, are applicable to resolving such conflict.

5. Contract Period

The contract period for SBEAS is 10 years from date of contract award. The contract period is defined as the time period the overarching IDIQ contract is active.

5.1 Ordering Period

The ordering period for SBEAS is 10 years. The ordering period is defined as the time period that

task orders can be issued under this contract. The ordering period is broken out as follows: a five (5) year base period and one 5-year option period, if exercised.

5.2 Period of Performance (PoP)
The SBEAS contract does not have a period of performance as performance occurs at the task order level. Each ordering agency shall specify the PoP for each task order awarded under this contract. All task orders must be solicited and awarded prior to the SBEAS ordering period expiring. The PoP under any task order issued cannot exceed five years **AND** cannot extend more than five years beyond the end of the ordering period.

5.3 Continuation of Task Order Performance
In accordance with FAR clause 52.216-22—Indefinite Quantity (Oct 1995), task order performance is allowed to continue up to 60 months after the ordering period and contract period has expired. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 months (5 years) of the ordering period and contract period expiring. The terms and conditions of the base contract remain valid and in full force and effect for the performance of any task order, including any exercise of options contained on the task order, during the contract's period of performance beyond the contract's effective period for placing orders.

6. Contract Maximum and Contract Minimum Guarantee

The maximum amount of this contract shall not exceed $13,367,559,547.00, which represents the maximum value of business opportunity available under the SBEAS contract. The maximum ceiling amount of $13,367,559,547.00 will be spread amongst all IDIQ contract holders via competition.

In accordance with AFFARS MP5316.504(a)(2), an obligation shall be recorded for the minimum for this contract. The minimum amount guaranteed to each contract holder is $5,000.00. If this amount has not been satisfied through task order competition, at the end of the base period, all awardees that have not been awarded a task order for the minimum guarantee amount will be issued a task order to satisfy this requirement. The exercise of the option periods shall not reestablish contract minimum amounts.

7. Data Deliverables

The Contractor shall provide reports identified below throughout the period of performance and while task order performance is ongoing:
1. CDRL A001: Task Order Status Report (TOSR): DI-MGMT-81991, tailored
2. CDRL A002: Limitation of Subcontracting: No Reference

3. CDRL A003: Vendor Capabilities Description: No Reference
4. CDRL A004: Mentor-Protégé Agreement (MPA): No Reference
5. CDRL A005: Contractor Manpower Reporting: No Reference
6. CDRL A006: CMMI Appraisal Documentation: No Reference
7. CDRL A007: Contractors Roster: DI-MGMT-81596, tailored

8. Specifications, Standards and Policies

The following certifications, specifications, standards, policies and procedures represent documents and standards that apply to life-cycle management services and may be required on individual task order contracts. Additionally, individual task orders may impose additional standards than those specified below.

In performing any task order under this IDIQ, the contractor shall ensure that services, solutions and products meet the standards identified in AF Standards of Excellence located at:

http://www.netcents.af.mil/Portals/30/documents/NETCENTS-2/AppSrvsDocuments/Application%20Services%20Standards.pdf

The most current version of the document at the time of task order issuance will take precedence.

1.0 Section L Instructions to Offerors (ITO)

(a) Only one (1) proposal may be submitted by each qualified offeror in response to this requirement. For this solicitation, each Offeror may only be a member of one approved Joint Venture (JV). Additionally, if an Offeror proposes as a member of an approved JV, that Offeror may **NOT** also propose as a prime. An Offeror found to be bidding in violation of these instructions will be removed from the competition and, therefore, ineligible for an award.

All proposals submitted in response to this solicitation shall be in compliance with these instructions. **Non-conformance with the instructions provided in this ITO *may* result in an Offeror's proposal being rejected from the competition.**

(b) The proposal shall be clear, specific, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. Legibility, clarity, and coherence are very important. Your responses will be evaluated against the Technical and Past Performance criteria defined in Section M, Evaluation Criteria. All the requirements specified in the solicitation are mandatory. The proposal should not simply rephrase or restate the Government's requirements but rather shall provide convincing rationale to address how the Offeror's proposal meets these requirements. The Offeror shall assume that the Government has no prior knowledge of the Offeror's facilities and experience, and therefore will base its evaluation on the information presented in the Offeror's proposal. By your proposal submission, you are representing that you will perform all the requirements specified in the solicitation. It is not necessary or desirable for you to tell us so in your proposal.

(c) Elaborate brochures or documentation, binding, detailed art work, or other embellishments shall not be submitted with the Offeror's proposal.

(d) The completion and submission of all proposal volumes constitutes the Offeror's acceptance of the terms and conditions in this RFP including all attachments hereto. Proposals will be considered late, in accordance with (IAW) Federal Acquisition Regulation (FAR) 15.208, if the hard copy and electronic copy of the proposals are not received by the date specified in this ITO.

(e) IAW FAR Subpart 4.8 (Government Contract Files), the Government will retain the original copy of all unsuccessful proposals. Unless the Offeror requests otherwise, the Government will destroy extra copies of such unsuccessful proposals.

(f) Offerors are advised that contractor prime/subcontractor teaming arrangements are not allowed and are not being evaluated at the IDIQ level. Offerors may submit technical experience and past performance references for work it performed as a prime, subcontractor (the prime offeror proposing must have been the subcontractor). Offerors proposing as a Joint Venturer (JV) may submit technical experience and past performance references for work performed if proposing on this solicitation under the same JV. Offerors who are/were members

of a JV that is NOT proposing on this solicitation may submit technical experience and past performance references from that non-proposing JV. These references from a non-proposing JV will only be evaluated if a PPQ is provided by the customer which clearly identifies work performed by the proposing Offeror and proof that proposing Offeror is/was a member of the other JV is verified by providing the documentation which is specified IAW paragraph 5.2.4 of the ITO. For example, if Company A is a part of a JV proposing on this solicitation, the references being used can be in the name of Company A or in the name of the JV proposing on this solicitation. If Company A is/was a part of another JV that is **NOT** proposing on this solicitation, those references **CAN** be used if a PPQ, and appropriate documentation IAW paragraph 5.2.4 of the ITO, is provided for Company A. Once contract awards have been made, all awardees are allowed to form prime/subcontractor relationships as necessary at the task order level.

Proposal Submission

Submission of Hard Copy Proposal Volumes
One hard copy of the proposal shall be submitted and clearly marked, addressed, and mailed or hand-carried to the Procuring Contracting Officer (PCO) at the below address **no later than 2 November 10:00 a.m. Central Daylight Time (CDT).**

SHANEKA K. BROWN, PCO, SBEAS
AFLCMC HIK
501 EAST MOORE DR.
BLDG 884, SUITE 1400L
MAXWELL AFB - GUNTER ANNEX, AL 36114

Submission of Electronic Proposal Volumes
One copy of the proposal shall be submitted electronically by uploading a copy to the Army's Safe Access File Exchange (SAFE) at https://safe.amrdec.army.mil/safe/Welcome.aspx **no later than 2 November 10:00 a.m. CDT. The following email address shall be entered into SAFE for the Recipeint's List: AFLCMC.BES.SB_IDIQ_RFP@us.af.mil. **In the event the AMRDEC/SAFE site is down on 2 November 2017, offerors shall contact the Contracting Officer immediately for further direction.**

In the event there are any discrepancies between the hard copy and the electronic copy of the proposal, the hard copy will take precedence and will be used for evaluation.

Offerors' hard copy/electronic proposal documentation shall include "Source Selection Information markings – See FAR 2.101 & 3.104".

1.1 General Information

Point of Contact
Ms. Shaneka K. Brown, PCO - SBEAS, is the sole point of contact for this acquisition. Written requests for clarification may be sent via e-mail to the PCO at AFLCMC.BES.SB_IDIQ_RFP@us.af.mil.

Joint Venture Agreements
Only Joint Ventures (JVs), including Mentor Protégé JVs, whose JV agreement was previously approved by the SBEAS PCO are allowed to submit a proposal in response to this solicitation.

Debriefings
Pre-award Debriefing of Offerors: IAW FAR 15.505, Offerors excluded from the competitive range or otherwise excluded from the competition before award may request a debriefing before award. The Offeror may request a pre-award debriefing by submitting a written request for debriefing to the PCO within three (3) days after receipt of the notice of exclusion from the competition. At the Offeror's request, this debriefing may be delayed until after award. If the debriefing is delayed until after award, it shall include all information normally provided in a post-award debriefing. If the Offeror does not submit a timely request, the Offeror need not be given either a pre-award or a post-award debriefing. Offerors are entitled to no more than one debriefing for each proposal. The PCO shall make every effort to debrief the unsuccessful Offeror as soon as practicable, but may refuse the request for a debriefing if, for compelling reasons, it is not in the best interest of the Government to conduct a debriefing at the requested time.

Post-award Debriefing of Offerors: An Offeror, upon its written request received by the agency within three (3) days after the date on which that Offeror received notification of contract award IAW 15.503(b), shall be debriefed and furnished the basis for the selection decision and contract award. To the maximum extent practicable, the debriefing should occur within five (5) days after receipt of the written request. Offerors that requested a post-award debriefing in lieu of a pre-award debriefing, or whose debriefing was delayed for compelling reasons beyond contract award, also should be debriefed within this time period. An Offeror that was notified of exclusion from the competition, but failed to submit a timely request, is not entitled to a debriefing.

Discrepancies
If an Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the PCO in writing with supporting rationale, as well as the remedies the Offeror is asking the PCO to consider as related to the omission or error.

Electronic Reference Documents
Official RFP documentation, including RFP amendments, and other related information will be available via Federal Business Opportunities (FedBizOpps) at https://www.fbo.gov/. Potential Offerors are encouraged to subscribe for real-time e-mail notifications when information has

been posted to the website for this solicitation.

Communications
Exchanges of source selection information between Government and Offerors will be controlled by the PCO, therefore all questions or concerns shall be submitted to the PCO IAW ITO Section 1.1—Point of Contact. Email will be used to transmit source selection information to Offerors only. Offerors' emails shall include "Source Selection Information – See FAR 2.101 & 3.104" in the Subject line.

1.2 Organization/Number of Copies/Page Limits

The Offeror shall prepare the proposal as set forth in the Proposal Organization Table (Table 1.2 below). The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits and with the number of copies as specified in Table 1.2. The contents of each proposal volume are described in the ITO paragraph as noted in the table below:

Table 1.2 - Proposal Organization				
VOLUME	ITO Paragraph Number	VOLUME TITLE	COPIES	PAGE LIMIT
I	2.0	CMMI Documentation	1 Original Hard Copy and 1 Electronic Copy	No Page Limit
II	3.0	Technical Experience	1 Original Hard Copy and 1 Electronic Copy	20 Pages Total
III	4.0	Past Performance	1 Original Hard Copy,1 Electronic Copy	25 Pages Total
IV	5.0	Contract Documentation	1 Original Hard Copy and 1 Electronic Copy	No Page Limit

1.2.1 Page Limitations
Page limitations shall be treated as maximums. If exceeded, the excess pages will not be read or considered in the evaluation of the proposal. Each page shall be counted except the following; any Cover Sheets, Table of Contents, Cross-Reference Matrix (CRM), Self-Scoring Worksheet, Contractor Performance Assessment Reports (CPAR), Past Performance Questionnaires (PPQ), Tabs, and Glossaries of abbreviations and acronyms.

1.2.2 Page Size and Format
The following page size and format instructions will allow for a common baseline for proposals. Page size shall be 8.5 x 11 inches. Foldouts are not permitted. Pages shall be single-spaced and

printed double-sided. The font size shall be no less than Times New Roman ten (10) point. Use at least 1-inch margins on the top and bottom and ¾-inch side margins. Pages of each document shall be numbered sequentially within each volume. Offerors are allowed to use a font style of its choice for tables, charts, graphs and figures; the font shall be no smaller than eight (8) points for tables, charts, graphs and figures. Line spacing, font size, margins, and other restrictions do not apply to the pages that are generated by the Cross-Reference Matrix, CMMI documentation, or Self-Scoring Worksheet.

1.2.3 Cross-Reference Matrix (CRM)

Offerors shall complete the CRM located in Section J, Attachment 4 of this solicitation. Offerors shall include the same copy of the CRM in both the Technical (Volume II) and Past Performance (Volume III) volumes; the CRM shall be submitted as <u>MS Excel</u> documents for both volumes. The Offeror's CRM shall show traceability between the Offeror's contract references used for both Volume II and Volume III. The Offeror's CRM shall show which contract references are used to satisfy each technical element and each past performance sub-factor. The CRM shall verify that all contract references used by the Offeror to support points claimed in Volume II are also used in Volume III. When completing the CRM to be submitted with each volume, please refer to the instructions within the CRM attachment. (Note: Please read the instructions in the CRM prior to completing.)

1.2.4 Glossary of Abbreviations and Acronyms

Both volumes II and III shall contain a glossary of all abbreviations and acronyms used, and with an explanation for each. By providing this information, the Offeror is not required to spell out each acronym within other sections of the corresponding volume. Offerors shall only define terms that are not already defined and included in Attachment 7, Definition of Terms.

1.2.5 Binding and Labeling

<u>Hard Copy Submission:</u>

Proposals shall be bound in a single three-ring, loose leaf binder permitting the volumes to lie flat when open. Staples shall not be used. All volumes shall be submitted together in one (1) binder. Offerors may use any color binder other than red. Each volume shall be tabbed using standard page tabs or a blank sheet may be inserted. A cover sheet shall be included in each

volume identifying the volume number, title, solicitation number, cage code, and the Offeror's name. The same identifying data shall be placed on the spine of the binder.

Electronic Copy Submission:
Volumes I and II: Shall be submitted as one combined Adobe PDF document with the exception of the CRM and Self-scoring Worksheet. The CRM and Self-Scoring Worksheet shall each be submitted as separate MS Excel documents.

Volume III: Shall be submitted as one combined Adobe PDF document with the exception of the CRM. The CRM shall be submitted as a separate MS Excel document.

Volume IV: Shall be submitted as one combined Adobe PDF document.

Be sure to apply all appropriate markings including those prescribed IAW FAR 52.215-1(e), *Restriction on disclosure and use of data*, and FAR 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

1.2.6 Contract References
All contract references submitted for both Volume II and Volume III shall be within the three (3) year window for recency. The Government defines recent contracts to be any contract that is ongoing or completed within the past three (3) years from the date of issuance of the solicitation.

- **Multiple-award IDIQ:** Multiple award IDIQ contract numbers are not allowed to be used as a reference however, an individual task order issued against the multiple-award IDIQ is allowed. Multiple task orders issued against a multiple-award IDIQ cannot be combined and counted as one contract reference.
- **Single-award IDIQ:** Offerors using single-award IDIQ contract numbers as a contract reference shall include **BOTH** the IDIQ contract number **AND** the individual task order number(s) in order to verify and validate that the IDIQ being referenced is in fact a single-award IDIQ contract. A maximum of three (3) task orders issued against a single-award IDIQ can be combined and counted as one (1) contract reference to address the criteria. A method of quality assessment shall be obtainable to the Government (i.e. CPAR/PPQ) for each contract reference.
- **Blanket Purchase Agreements (BPAs):** BPA contract numbers are not allowed to be used as a reference. However, the individual call/delivery order numbers issued against the BPA are allowed. Offerors using single-award BPA call/order numbers as a contract reference shall include **BOTH** the BPA number **AND** the individual call/order number in order to verify and validate that the BPA being referenced is in fact a single award BPA. A maximum of three (3) call/orders issued against a single-award BPA can be combined and counted as one contract reference to address the criteria. A method of quality assessment shall be obtainable to the Government (i.e. CPAR/PPQ) for each contract reference.

- **Predecessor:** "Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor (FAR 52.204-16- Predecessor of Offeror). A predecessor company's past performance may be considered as long as (1), the Offeror succeeded the predecessor company; (2) the predecessor company actually performed the work for which the successor company is referencing. The Government will not consider sister or affiliated company past performance.
- **Joint Ventures (JV):** For Offerors proposing as a JV, contract references submitted shall represent work performed by the approved JV, if available **AND** a minimum of one (1) contract reference shall be submitted, for Volumes II and III, by each member comprising the JV (see CFR 13 125.8(e)); offerors shall annotate the name of the JV member for these references on all documents (PPQ, CRM, Technical Narratives and Past Performance Narratives). If a minimum of one contract reference is not submitted by each member comprising the JV for Volumes II and III, the Offeror will be considered non-compliant and not eligible for contract award.

2.0 Volume I – CMMI Development or Services Appraisal Documentation

The Government shall be able to obtain proof of an Offeror's Level 2 (at a minimum) appraisal in Capability Maturity Model Integration (CMMI) Development or Services using the Standard CMMI Appraisal Method for Process Improvement (SCAMPI) **This appraisal must be held at the Offeror's organizational level, not for an individual person.** Upon proposal receipt, the Government will enter the company name into the Published Appraisal Results (PAR) system to obtain a copy of the Final Findings Report which must display a "current" CMMI appraisal at that time.

If the Offeror's previously validated CMMI appraisal expires prior to contract award, the PCO will notify the Offeror.The Offeror shall notify the Contracting Officer (via SBEAS email address) that a reappraisal has been accomplished. The updated appraisal results shall meet the same requirements listed above. Offeror shall submit the reappraisal notification to the CO within three (3) business days of being notified; otherwise, the Offeror will be ineligible for contract award.

For approved JVs, a minimum of 50% of the individual members comprising the JV must hold the CMMI appraisal. Offerors with an odd number of JV members shall round up to the next even number BEFORE calculating the 50%.
Example: If the JV has 5 members...round up to 6 then calculate 50% to get a requirement of 3 members that must hold the CMMI requirement.

Offerors shall submit the following information:
a. Name(s) of the company holding a current CMMI appraisal; provide name 'exactly' as listed on the appraisal. For JVs, list the name of each member who holds a CMMI appraisal.

b. Type of CMMI appraisal (Development or Services)

3.0 Volume II - Technical Experience

3.1 General
Each Offeror shall submit a Technical Experience volume (Volume II) with its proposal. Offerors may submit a **maximum** of six (6) contract references to address the criteria of the Technical Experience factor (see 1.2.6 Contract References). **Any contract references used in Volume II shall also be used in Volume III.** If during the evaluation process, the Government discovers a contract was used to claim points in Volume II and the same contract was not used in Volume III, the contract reference will be removed from consideration and the Offeror will NOT receive credit (zero points) for the points being claimed for those technical experience elements related to that contract reference.

3.1.1 Volume Organization
Volume II shall contain the information in tabbed sections IAW the following general outline:

        (1) Table of Contents
        (2) Cross-Reference Matrix (CRM)
        (3) Glossary
        (4) Self-Scoring Worksheet
        (5) Technical Narratives

3.1.2 Self-Scoring Worksheet
Offerors shall complete and submit a single Self-Scoring Worksheet located in Section J, Attachment 5 of this solicitation. The worksheet shall be submitted in no higher than MS Excel 2013. A .pdf document will not satisfy this requirement and shall not be submitted. The Government will not accept any worksheets that have been password protected or "locked". Worksheets submitted in any other format than what is specified above shall be considered to be non-compliant with the instructions of the solicitation and therefore, the worksheet will not be evaluated. Offerors shall use the instructions provided in the Self-Scoring Worksheet attachment to complete the document.

3.1.3 Technical Narrative (TN)
The technical narrative section shall describe the Offeror's experience that supports the technical element points claimed on the Self-Scoring Worksheet. The TN section shall not exceed the **maximum** of 20 pages. Each TN shall only address one (1) contract reference. The contract references used to address the criteria for the technical experience shall be submitted in numerical order; ex. TN one (1) through six (6). When starting a new TN, include the TN number, project title, contract/project number (or equivalent) and period of performance at the beginning of the narrative. *For example: TN 1; Logistics Systems Support; FA8771-XX-F-XXXX; 1 Oct 2015 -30 Sep 2017.* The pages allotted can be used at the Offeror's discretion. For technical elements which do not call out a specific term (e.g., operating system, tool,

software, etc.), the Offeror may claim credit for similar experience. In those instances, the Offeror shall describe the similarities.

3.2. Technical Element Criteria
Offerors shall utilize the Definition of Terms provided in Section J, Attachment 7 of this solicitation, the Risk Management Framework (RMF) and DoD Information Assurance Certification and Accreditation Process (DIACAP) standards to help form a better understanding of the Government's use and definition of specific technical terms.

1. Life-cycle Software Services
Sub-Element 1a: Life-cycle Software Services (*Developing/ Implementation*)
Offeror shall describe its experience in design, build, test, and implementation of an Information System (IS) as defined in **all** of the following:
- The process of implementing software solutions to one or more sets of problems
- The process by which source code is converted into a stand-alone form that can be run on a computer or to the form itself. One of the most important steps of a software build is the compilation process, where source code files are converted into executable code
- Obtaining, verifying, or providing data for any of the following: the performance, operational capability, and suitability of systems, subsystems, components, or equipment items; or vulnerability and lethality of systems, subsystems, components, or equipment items
- Planning; coordinating; scheduling; deploying/installing (or providing all needed technical assistance to deploy/install) and transitioning a technical solution (e.g., information system) into the operational environment.
(SOO Sections 3.1.11, 3.4.3, and 3.4.5)

Sub-Element 1b: Life-cycle Software Services (*Re-Engineering*)
Offeror shall describe its experience re-engineering an IS during its life-cycle to include what was altered from the system's existing state **and** the resulting reconstituted form (SOO Sections 3.1.4 and 3.1.16).

Sub-Element 1c: Life-cycle Software Services (*Data or System Migration*)
Offeror shall describe its experience migrating an IS or its data during the life-cycle to include moving data or the IS from the previous operating environments to the new operating environments (SOO Section 3.1.12).

Sub-Element 1d: Life-cycle Software Services (*Modernization*)
Offeror shall describe its experience modernizing a legacy IS during its life-cycle to include the conversion and code rewriting of a legacy system, software libraries and protocols to a modern programming language and porting the new IS to a new hardware platform (SOO Sections 3.1.9, 3.1.14, and 3.1.16).

Sub-Element 1e: Life-cycle Software Services (*Commercial-off-the-Shelf/Government-off-the-Shelf/Free and Open Source Software [COTS/GOTS/FOSS] Enterprise Resource Planning [ERP] Software Systems*)

Offeror shall describe its experience in one of the following:

- Implementing one (1) COTS, GOTS or FOSS ERP software package to satisfy business processes in the finance, personnel, and/or supply chain/manufacturing domain for one or more customer organizations where the Offeror's COTS, GOTS or FOSS ERP software implementation was ultimately fielded for operational use by the customer

OR

- Providing lifecycle software service support for one (1) COTS, GOTS or FOSS ERP software implementation for which the Offeror was not the original implementer at initial deployment where one (1) of the following is demonstrated:
  - o Offeror played a key role in working with the customer to develop, define and/or blueprint operational business rules that were implemented by the COTS, GOTS or FOSS ERP software package; or
  - o Offeror performed gap analysis and developed resulting custom reports, interfaces, data conversions, and functional extensions to the COTS, GOTS or FOSS ERP software product.

(SOO Section 3.4.5)

2. Cybersecurity

Sub-Element 2a: Cybersecurity (*Vulnerabilities and Threats*)

Offeror shall describe its knowledge and experience in providing services to assess software application vulnerabilities and threats using the Risk Management Framework (RMF).

Sub-Element 2b: Cybersecurity (*Risk Management*)

Offeror shall describe its knowledge and experience in incorporating risk management principles and information security requirements to prevent the loss of data Confidentiality, Integrity, and Availability using the following three (3) preventative technical controls; Authentication, Authorization, and Accountability (Nonrepudiation) (SOO Section 3.1.10).

3. Information Technology [IT] Business Analysis

Sub-Element 3a: IT Business Analysis (*Requirements Analysis*)

Offeror shall describe its experience providing Requirements Analysis as a Life-cycle Software Service. Offeror shall also describe its experience working with stakeholders to define a design solution (SOO Section 3.2.2 and 3.1.2).

Sub-Element 3b: IT Business Analysis (*Testing, Validation and Verification*)

Offeror shall describe its experience providing Testing, Validation and Verification as a Life-cycle Software Service in **all** areas defined below:

- Obtaining, verifying, or providing data for any of the following: the performance, operational capability, and suitability of systems, subsystems, components, or equipment items; or vulnerability and lethality of systems, subsystems, components, or equipment items
- Evaluating a system or software component in the development process to determine whether the item satisfies specified requirements; and
- Confirming a system element meets design-to or build-to specifications.

(SOO Section 3.2.2 and 3.1.2)

<u>Sub-Element 3c: IT Business Analysis (</u>***Service Desk/Help Desk***)
Offeror shall describe its experience providing Service Desk/Help Desk services for an IS in **any** of the following IT Service Desk/Help Desk domains:

- Access Management - process of granting authorized users the right to use a service while preventing access to non-authorized users.
- Event Management - process of identifying and prioritizing all events that occur throughout the IT infrastructure and establish the appropriate response to those events.
- Incident Management - process of restoring normal service operation as quickly as possible, minimizing the adverse impact on mission partner operations, thus ensuring that the best possible levels of service quality, security, and availability are maintained.
- Problem Management - process of preventing problems and incidents from happening, eliminate recurring incidents and minimizing the impact of incidents that cannot be prevented.
- Request Management - process of fulfilling requests from users and routing each request to the appropriate process owner for handling within accepted service levels.

(SOO Section 3.2.3)

<u>Sub-Element 3d: IT Business Analysis </u>(***Functional Business Area Expert [FBAE]***)
Offeror shall describe its experience providing FBAE as Life-cycle Software service. Offerors shall also demonstrate FBAE experience assessing either the "as is" or the "to be" operational/functional business process, identifying inadequacies or deficiencies affecting the ability of the technical solution to meet stakeholder requirements (SOO Section 3.2.2).

4. **Programming Languages /Frameworks**
<u>Sub-Element 4a</u>
Offeror shall describe its experience providing Life-cycle Software Services using any two (2) of the following: Java, COBOL, PowerBuilder, .NET, ColdFusion, C#.

<u>Sub-Element 4b</u>
Offeror shall describe its experience providing Life-cycle Software Services using any two (2) of the following: JavaScript, Perl, SQL, PYTHON, PHP.

Sub-Element 4c
Offeror shall describe its experience providing Life-cycle Software Services using any one (1)
of the following: SWIFT, Ruby On Rails, JavaScript MV* Frameworks, Spark.
(SOO Section 3.1.5)

5. Tools / Software Development Methodologies

Sub-Element 5a: Tools/Development Methodology (*Security*)
Offeror shall describe its experience using a COTS, GOTS or free and open source (FOSS) tool
in the functional areas of **security** to analyze source code for vulnerabilities during the life-
cycle of a project. Offeror shall identify the tool with which they have experience to include,
but not limited to: Fortify, Sonatype, AppScan.

Sub-Element 5b: Tools/Development Methodology (*Quality*)
Offeror shall describe its experience using COTS, GOTS or FOSS tool, in the functional areas
of **quality** to analyze source code, executables, and related artifacts (e.g., code documentation)
against code metrics during the life-cycle of a project. Offeror shall identify the tool with which
they have experience to include, but not limited to: Sonar, AppDynamic, CAST Code Analysis
Tool.

Sub-Element 5c: Tools/Development Methodology (*Testing*)
Offeror shall describe its experience using a COTS, GOTS or FOSS tool in the functional area
of **testing** to analyze source code for vulnerabilities during the life-cycle of a project. Offeror
shall describe its experience using a common database to manage the test information for the
system under test (to include capturing defects) or the offeror's experience creating,
maintaining, and executing test scripts using an automated tool. Offeror shall identify the tool
with which they have experience to include, but not limited to: HP Application Lifecycle
Management, Selenium, Quick Test Pro.

Sub-Element 5d: Tools/Development Methodology (*Software Development Methodologies)*
Offeror shall describe its experience using the preferred software development methodology
during the life-cycle of a project as identified in Section 3.1.5 of the SOO. Offeror shall identify
the specific methodology with which they have experience.
(SOO Sections 3.1.5, 3.1.6, 3.1.11 and 3.4.5)

6. Platforms / Environments

Sub-Element 6a: Platforms/Environments (*Mainframe, Mid-tier/Client-server, or Web
Services*)
Offeror shall describe its experience implementing an IS into any of the following: mainframe,
mid-tier/client-server, web services.

Sub-Element 6b: Platforms/Environments (*Customer's Facility*)Offeror shall describe its experience providing support services in the customer's facility (e.g., not the offeror's home office) of a non-DoD or DoD mainframe, mid-tier/client-server or web services.

Sub-Element 6c: Platforms/Environments (*Commercial, Non-commercial, or Hybrid Cloud*) Offeror shall describe its experience developing or modifying an existing IS to operate within or migrate to a commercial, non-commercial, or hybrid cloud.

Sub-Element 6d: Platforms/Environments (*Defense Information Systems Agency [DISA] Enterprise Computing Center [DECC] or Department of Defense [DoD] Computing Facility*) Offeror shall describe its experience developing or modifying an existing IS to operate within a DISA DECC or DoD computing facility.
(SOO Section 3.3)

7. Database Components
Sub-Element 7a: Database Components (*Relational Database Management System* [*RDBMS*])
Offeror shall describe its experience developing, designing or maintaining a RDBMS database to include, but not limited to: Oracle, SQL Server, DB2, SyBase, Postgresql, MarialDB, JasperSoft, MYSQL.

Sub-Element 7b: Database Components (*Not Only Structured Query Language [NoSQL]*) Offeror shall describe its experience developing, designing, or maintaining a NoSQL database to include, but not limited to: Postgresql, Cassandra, MongoDB, Hadoop, Spark, CouchDB.

Sub-Element 7c: Database Components (*RDBMS or NoSQL*) Offeror shall describe its experience providing **any** of the following data store support services in a RDBMS or NoSQL database: managing the current storage environment, providing application support, maintaining proper backup schedule, monitoring current storage environment or planning and execution of new installs. (SOO Section 3.1.9)

8. Mobile/Internet of Things (IoT)
Sub-Element 8a: Mobile/IOT (*New Mobile Application Development*) Offeror shall describe its experience developing **and** implementing a new mobile application that runs on any of the following: Apple iPhone Operating System (IOS), Windows, Android.

Sub-Element 8b: Mobile/IoT (*Legacy Application & Mobile Integration Services*) Offeror shall describe its experience redesigning a legacy system to work with or on a mobile device using any of the following: Apple IPhone Operating System (IOS), Windows, Android.

Sub-Element 8c: Mobile/IoT (*Automatic Identification Technology [AIT]/Sensors/RFID*) Offeror shall describe its experience developing **and** implementing an IoT software-based solution to include, but not limited to: operating an AIT handheld terminal, collecting data from

sensors, or using Radio Frequency Identification (RFID) (Active or Passive) to track and identify tags attached to equipment.
(SOO Section 3.1.7)

9. Server Operating Systems
Offeror shall describe its experience providing life-cycle services to support the efficient operations of an IS for any of the following: Windows Server, Red Hat enterprise Linux, SUSE, UBUNTU (SOO Sections 3.1.13 and 3.1.15).

10. COTS/GOTS/FOSS Software
Offeror shall describe its experience maintaining IS's in development, test, or production environments by implementing COTS, GOTS or FOSS software patches and upgrades (SOO Section 3.1.15 and 3.4.5).

3.3 Non-Technical Experience Element

Government Facility Clearance Level (FCL)
Offeror's claiming points for FCL on the Self scoring worksheet shall ensure the Government can verify an "active" FCL in the National Industrial Security System (NISS). The NISS will be searched by each Offeror's Cage Code. Offerors shall only claim points for either a "Secret" or a "Top Secret" FCL. A Technical Narrative reference is not required on the Self-Scoring Worsheet for FCL.

4.0 Volume III - Past Performance

4.1 General
Each Offeror shall submit a past performance volume with its proposal. Offerors are allowed to submit a **maximum of six (6) recent contracts** to address the criteria of the past performance sub-factors (see ITO Section 1.2.6 Contract References). The Government defines recent contracts to be any contract that is ongoing or completed within the past three (3) years from the date of issuance of this solicitation. Each contract reference used equates to a Past Performance Narrative (PPN). **Any contract reference used in Volume II shall also be used in Volume III.** If the Offeror referenced less than six (6) contracts in Volume II, additional contracts may be used to address the past performance sub-factors up to the maximum allowed.

4.2 Volume Organization
IAW ITO Table 1.2 Proposal Organization, Offerors are required to submit a hard copy and electronic copy that shall be identical.

Volume III shall contain the information in tabbed sections IAW the following general outline:
    (1) Table of Contents
    (2) Cross-Reference Matrix (CRM)
    (3) Past Performance Narratives (PPNs)

      (4) Contractor Performance Assessment Reports (CPARS) (as applicable)

      (5) Glossary

4.3 Past Performance Narratives (PPNs)

The PPN section shall describe the Offeror's past performance that supports the three (3) past performance sub-factors below. The contract references used to address the criteria for each sub-factor shall be submitted in numerical order, ex. PPN one (1) through six (6). When starting a new PPN, include the PPN number, project title, contract/project number (or equivalent) and period of performance at the beginning of the narrative. *For example: PPN 1; Logistics Systems Support; FA8771-XX-F-XXXX; 1 Oct 2015 -30 Sep 2017.* Each PPN shall only address one (1) contract reference (see ITO Section 1.2.6 Contract References). The PPN section shall not exceed the **maximum** of 25 pages. The pages allotted can be used at the Offerors discretion.

4.3.1 Past Performance Sub-Factor Criteria

Offerors shall utilize the applicable SOO sections, Definition of Terms (Section J, Attachment 7) and the Risk Management Framework (RMF) and DoD Information Assurance Certification and Accreditation Process (DIACAP) standards to help form a better understanding of the Government's use of specific technical terms and requirements.

4.3.1.1 Sub-factor 1: Life-Cycle Software Services

Offeror shall describe past performance as it relates to the requirements identified in the SOO Sections 3.1.3 through 3.1.9 and 3.1.11 through 3.1.17. Sub-factor 1 excludes SOO 3.1.10 since it is evaluated as sub-factor 2.

➢ **Sub-Element 1a: System Architecture and Design**

The Offeror shall demonstrate past performance structuring system components and establishing component relationships by incorporating architectural principles and guidelines during their design process. The Offeror shall address past performance related to creating or modifying system architectural documents (i.e., Operational Views (OV) or System Views (SV)), and how the Offeror used those documents when designing a technical solution (SOO Section 3.1.3).

➢ **Sub-Element 1b: Technical Solution, Design, Build, Test and Implement**

The Offeror shall demonstrate past performance designing, building, testing, and implementing an IS. The Offeror shall address designing, building, testing and implementing software solutions to one or more sets of problems from a defined business process, user story, or business use cases (SOO Section 3.1.4).

➢ **Sub-Element 1c: Software Development Methodologies**

The Offeror shall demonstrate past performance using current and emerging software development methodologies. The Offeror shall address by name the methodology used such as Agile (SOO Section 3.1.5).

➢ **Sub-Element 1d: Information/Web Services Development and Testing**
The Offeror shall demonstrate past performance developing and testing a technical solution using various web services. The Offeror shall address a request and/or response mechanism that allows a client to remotely access or modify data (SOO Section 3.1.6).

➢ **Sub-Element 1e: Mobile or Internet of Things (IoT)**
The Offeror shall demonstrate past performance:
(a) Developing **and** implementing a new mobile application that runs on one (1) of the following: Apple iPhone Operating System (IOS), Windows or Android; **OR**
(b) Redesigning a legacy system to work with **or** on a mobile device using one (1) of the following: Apple iPhone Operating System (IOS), Windows, or Android; **OR**
(c) Developing **and** implementing an IoT software-based solution to include, but not limited to: operating an AIT handheld terminal, collecting data from sensors, or using Radio Frequency Identification (RFID) (Active or Passive) to track and identify tags attached to equipment (SOO Section 3.1.7).

➢ **Sub-Element 1f: Information Display Solutions and Services**
The Offeror shall demonstrate past performance designing, building and implementing or maintaining the services for one (1) of the information displays in SOO paragraph 3.1.8, as defined in Section J, Attachment 7 Definition of Terms (SOO Section 3.1.8).

➢ **Sub-Element 1g: Database Development or Conversion**
The Offeror shall demonstrate past performance developing a new database **or** converting a legacy system's database during its life-cycle. The Offeror shall address the computer programming language, software libraries, protocols, or hardware platform used during the development or conversion (SOO Section 3.1.9).

➢ **Sub-Element 1h: Automated Integration Testing and Implementation**
The Offeror shall demonstrate past performance with Automated Integration Testing and Implementation. The Offeror shall address past performance planning, coordinating, scheduling and executing various automated test events which resulted in resource efficiencies (time, money, people or assets) (SOO Section 3.1.11).

➢ **Sub-Element 1i: System Migration**
The Offeror shall demonstrate past performance with migrating an IS during the IS life-cycle. The Offeror shall address past performance moving the IS from the previous operating environment to the new operating environment (SOO Section 3.1.12).

➢ **Sub-Element 1j: Application/System/Database/Interface Administration**
The Offeror shall demonstrate past performance administering one (1) of the following: an application, system, database or interface (as described in SOO paragraph 3.1.13, and

as defined in Section J, Attachment 7 Definition of Terms). The Offeror shall address the control process for the area described (SOO Section 3.1.13).

> **Sub-Element 1k: Modification of the Form, Fit, Function (F3I) or Interface of an In-Service Configuration Item (CI)**

The Offeror shall demonstrate past performance with controlling the modification of an in-service configuration item. The Offeror shall address past performance modifying configuration items and the configuration control used (SOO Section 3.1.14).

> **Sub-Element 1l: Hardware Technology Refresh**

The Offeror shall demonstrate past performance with a hardware technology refresh during an IS' life-cycle. The Offeror shall address past performance replacing hardware components (SOO Section 3.1.15).

> **Sub-Element 1m: Software Modernization**

The Offeror shall demonstrate past performance modernizing a legacy IS during its life-cycle to include converting or rewriting the code to modern computer programming language, software libraries and protocols **and** porting the IS to a different hardware platform (SOO Section 3.1.16).

> **Sub-Element 1n: Decommission Planning and Execution**

The Offeror shall demonstrate past performance decommissioning a legacy IS. The Offeror shall address past performance archiving software and documentation libraries, archiving or migrating data from the old system to the receiving/target system, **and** preserving the system security and access rights of the legacy system to include the legacy system's security overview (SOO Section 3.1.17).

4.3.1.2   Sub-factor 2: Cybersecurity

Offeror shall demonstrate past performance as it relates to the following requirements identified in SOO:

> Solutions used that supported Risk Management Framework (RMF) Cybersecurity Objectives (Confidentiality, Integrity, and Availability) (SOO Sections 3.1.10.1, 3.1.10.2, and 3.1.10.3).

> Methodologies used to implement the basic information security concepts for Identity Assurance (Authentication, Authorization, and Accountability (nonrepudiation)) (SOO Sections 3.1.10.4, 3.1.10.5, and 3.1.10.6).

4.3.1.3   Sub-factor 3: Information Technology Business Analysis

Offeror shall describe past performance as it relates to the requirements identified in the SOO:

> ➢ IT Business analysis and Functional Business Area Expertise (FBAE) for business process areas to include, *but not limited to*, contracting, finance, medical, logistics, personnel, communications, transportation, civil engineering, munitions, infrastructure and operations (SOO Section 3.2.2). The Offeror shall delineate the specific business area(s) for which it possesses experience.

> ➢ Service desk, field and technical support to include access management, event management, incident management, problem management, and request fulfillment (SOO Section 3.2.3).

4.4 Past Performance Quality

It is the Offeror's responsibility to ensure the Government receives verifiable information to evaluate the quality of the past performance submitted in each PPN. Offerors shall either submit a copy of the CPAR IAW 4.4.1 below or ensure a completed Past Performance Questionnaire (PPQ) is provided IAW 4.4.2 below. If the Offeror submits a CPAR with their proposal, a PPQ is not required for the same contract reference.

4.4.1 Contractor's Performance Assessment Report (CPAR)

If the contract references (CPARs) submitted are not those of the approved JV, then references (CPARs) submitted shall represent work performed by each individual member comprising the JV. For JV, the CPARs must match the name(s) of those members in the approved JVA. Additionally, the CPAR shall also be inclusive of the same period of performance stated in the PPN. All CPARs shall be submitted IAW paragrapgh 1.2.5 of the ITO.

4.4.2 Past Performance Questionnaire (PPQ)

If a CPAR cannot be provided, the Offeror may use the PPQ to verify the quality of the past performance submitted. The Offeror shall complete the Project Identification information in Questionnaire Section I.A and the "Customer Information name" identified in Questionnaire Section I.B. The Offeror shall request its customer, the Assessor, return the completed Questionnaire to the Points of Contact (POCs) listed in Questionnaire Section III **by the date of proposal submission**.

The PPQ shall be completed and signed by a person with cognizance over the project for the period of performance (i.e., Program Manager, Contract Representative). PPQs shall be sent directly to the Government by the Assessor. The PPQ can be found at Section J, Attachment 6 of this solicitation.

5.0 Volume IV Contract Documentation
5.1 General Information

Each offeror shall submit a contract documentation volume with its proposal.

The Offeror shall make a clear statement, in Volume IV's Cover Letter, that the proposal is valid for a period of not less than 365 days from receipt. This period may be extended upon agreement from the Offeror.

All proposing offerors shall be certified as a small business at the time of proposal submission.

Offerors are advised to **NOT** submit any cost/price data and labor category information with their proposal. Any proposals that are received that contains this information will be considered non-compliant and removed from the competition.

5.2 Volume Organization
Volume IV shall contain the information in tabbed sections IAW the following general outline:

    (1) Assumptions and Exceptions
    (2) Representations and Certifications
    (3) Mentor Protégé Agreements (MPAs)
    (4) PCO Joint Venture Approval Notice
    (5) Approved Joint Venture Agreement (JVAs)
    (6) JVAs for Technical and Past Performance References

5.2.1 Assumptions and Exceptions
Offerors shall provide a list of assumptions and/or exceptions made in developing the response to this RFP. Please be advised that any assumptions made that are not in compliance with the RFP may render an offeror's proposal unawardable.

5.2.2 Representations and Certifications
IAW FAR 52.204-07—*System for Award Management* and 52.204-08—*Annual Representations and Certifications*, offerors shall submit a "full" printout of Reps and Certs documentation from the System for Award Management (SAM) database.

5.2.3 Joint Venture Agreements (JVAs)
Joint Ventures (JVs) interested in proposing on this acquisition were required to submit a JVA to be approved by the PCO prior to submitting a proposal. All Offerors whose JVA was approved received a PCO Joint Venture Approval Notice. Offeror's proposal shall include a signed copy of the PCO Joint Venture Approval Notification **AND** the approved JVA. The JVA shall contain the appropriate signatures of those individuals authorized to bind the company, and for newly established JVs, all SAM information. All SAM information will be verified and validated at the receipt of proposals.

All Mentor Protégé Joint Ventures shall submit the approval letter signed by the Small Business Administration (SBA) approving the agreement between the mentor and the protégé.

JVAs found to be inconsistent with the agreements approved by the PCO, with the exception of the required signatures and SAM information for those newly established JVs, at the time of proposal submission, will be rejected and the Offeror will be deemed ineligible for award.

5.2.4 Joint Venture Agreements (JVAs) for Technical and Past Performance References

Offerors who are using references for work performed as member of a JV who is not proposing on this solicitation, shall submit a copy of the JVA from that JV in order to verify the proposing Offeror's membership therein. Reference paragraph 1.0 (f).

1.0 Section M Evaluation Criteria

1.1 <u>SOURCE SELECTION</u>
The evaluation criteria establishes how the Government will make its selection for award, the number of awards contemplated, and how the various considerations and criteria interrelate. The results of the evaluation will be considered by the Government to determine which proposal(s) represents the best value to the Government.

2.0 <u>BASIS FOR CONTRACT AWARD</u>

2.1 General. The Government intends to competitively award, multiple Indefinite Delivery Indefinite Quantity (IDIQ) Small Business contracts, utilizing the process of evaluation and evaluation criteria described herein. This source selection will be conducted in accordance with Federal Acquisition Regulation (FAR) Part 15, as supplemented by the Department of Defense (DoD) Federal Acquisition Regulation Supplement (DFARS), Air Force Federal Acquisition Regulation Supplement (AFFARS), and the (DoD) Source Selection Procedures, 31 March 2016, and Air Force Mandatory Procedures (MP) 5315.3, 27 January 2017. These regulations are available electronically at the Air Force FAR Site, http://farsite.hill.af.mil.

Notwithstanding the above, in accordance with 10 U.S.C. § 2305(a)(3)(C), as amended by Section 825 of the National Defense Authorization Act (NDAA) for Fiscal Year 2017, the Government will not evaluate cost or price for the IDIQ contract. Cost or price to the Government will be considered in conjunction with the issuance of a task or delivery order under any contract awarded hereunder.

The Government seeks to award an IDIQ contract to the offerors whose proposal is determined to offer the best value to the Government consistent with the process of evaluation and evaluation criteria set forth herein. The best value determination will be based on the three (3) sub-factors under Factor 2, Past Performance among those offerors who are determined to be technically acceptable and eligible for award, as is set forth below. In making this determination, the relevant order of importance of the sub-factors within Factor 2, Past Performance is as follows: sub-factor 1: Life-cycle Software Services is more important than sub-factor 2 and is significantly more important than sub-factors 2 and 3 combined; sub-factor 2: Cybersecurity is more important than sub-factor 3; and sub-factor 3: Information Technology Business Analysis is least important. Contract award will only be made to the Offeror(s) who are deemed responsible in accordance with the Federal Acquisition Regulation (FAR) Part 9, as supplemented, whose proposals conform to the solicitation's requirements (to include all stated terms, conditions, representations, and certifications) and are judged, based on the evaluation factors, to represent the best value to the Government. While the Government will strive for maximum objectivity, the source selection process, by its nature, is subjective; and therefore, professional judgment is implicit throughout the entire process.

2.2 <u>Number of Contracts to be Awarded.</u> The Government intends to award forty (40) IDIQ contracts; however, the Government reserves the right to award more, less, or no contracts at all, if determined to be in the best interest of the Government. Based on the process of evaluation and the order of importance for the Past Performance sub-factors stated herein, if there is more than one offeror whose proposal receives an equal Past Performance confidence rating on all three sub-factors as the final proposal chosen for award, each of the offerors that received identical Past Performance confidence rating on all three sub-factors as the final proposal chosen for award will also be awarded an IDIQ contract, even if that results in the number of IDIQ contract awards exceeding forty (40) awards. Similarly, if the Government determines a best value decision can be made amongst a number of awardees less than forty (40), awards will be made to the lesser number of awardees.

2.3 Discussions. The Government intends to evaluate proposals and award a contract without discussions. To prepare for that possibility, each initial proposal should contain the offeror's complete proposal and the best terms. If, during the evaluation period, it is determined to be in the best interest of the Government to hold discussions (IAW FAR 15.306(d)), offeror responses to Evaluation Notices (ENs) and the Final Proposal Revision (FPR) will be considered in making the source selection decision. If the offeror's proposal has been determined to be acceptable at the time discussions are closed, any changes or exceptions in the FPR are subject to evaluation and may increase the risk that the offeror's proposal be determined to be unacceptable and thus, ineligible for award. Exchanges with offerors conducted to resolve minor or clerical errors will not constitute discussions.

If a competitive range is established, discussions will ONLY be conducted with those offerors who are determined to be technically acceptable and have received a subsequent Past Performance evaluation (see Process of Evaluation).

2.4 Teaming. Offerors are advised that prime/subcontractor teaming relationships are not allowed at the IDIQ level for this evaluation. The Government will evaluate technical experience and past performance for prime offerors only. The Government will consider the technical experience and past performance where the prime offeror performed work as a subcontractor. If the prime offeror is a joint venture (JV), the Government will evaluate technical experience and past performance for that JV's members, in accordance with 13 C.F.R. §125.8(e). Once contract awards have been made, all awardees are allowed to form prime/subcontractor relationships as necessary at the task order level.

2.5 Process of Evaluation:
The Government will make an award determination based on the evaluation process identified below:

The requirement for a Capability Maturity Model Integration (CMMI) Development or Services (level 2 at a minimum) Appraisal shall be considered a **gate** that must be successfully accomplished prior to a proposal moving on to receive a Technical Evaluation.

> 1. CMMI Appraisal:
> Each offeror shall be appraised at Level 2 (at a minimum) in Capability Maturity Model Integration (CMMI) Development or Services using the Standard CMMI Appraisal Method for Process Improvement (SCAMPI) (Method A) in order to be eligible for contract award. This appraisal must be held at the offeror's organizational level, not by an individual person and must be current at the time of proposal submission. Proof of appraisal must be validated before an offeror's proposal will be evaluated for technical acceptability.
>
> o The government will validate the CMMI appraisal requirement via the CMMI Institutes Published Appraisal Results website found at: https://sas.cmmiinstitute.com/pars/
> o If an offeror does not demonstrate that it holds a current Level 2 (at a minimum) appraisal in CMMI Development or Services using SCAMPI (Method A), the proposal will not be evaluated and the Offeror will be promptly notified that they have been eliminated from the competition and therefore are ineligible for award.
> o If the offeror is a JV and a minimum of 50% of the members or partners comprising the JV do not demonstrate the required CMMI appraisal, the proposal will not be evaluated and the offeror is therefore ineligible for contract award.
> o If an offeror's CMMI appraisal expires before contract award is made and an updated appraisal is

not provided to the Government, the offeror will be ineligible for contract award.

2. Technical Experience Acceptability: Each offeror must receive a minimum technical acceptability score of 4,200 based on the Government-verified vendor self-scored worksheet described herein to receive a Technical Experience Factor Rating of Acceptable and move on to Past Performance evaluation. If an offeror's proposal receives a Technical Experience Factor Rating of Unacceptable; the proposal will not be further evaluated and the Offeror will be promptly notified that they have been eliminated from the competition and therefore are ineligible for award.

3. Past Performance Sub-factor Confidence: The past performance of all offerors whose technical experience is found to be Acceptable will be evaluated. Each offeror must receive a Past Performance Confidence Rating of Satisfactory or higher in each Past Performance sub-factor to be eligible for award. The Government will not award to any offeror that receives a Past Performance Confidence Rating below Satisfactory for any of the Past Performance sub-factors. A Past Performance Confidence Rating of Neutral is considered lower than Satisfactory.

The Past Performance Sub-factor Order of Importance is as follows:
   o Sub-factor 1: Life-cycle Software Services, is more important than sub-factor 2 and is significantly more important than sub-factors 2 and 3 combined
   o Sub-factor 2: Cybersecurity, is more important than sub-factor 3
   o Sub-factor 3: Information Technology Business Analysis is least important

3.0 EVALUATION CRITERIA FOR AWARD:

Factor 1: Technical Experience
Factor 2: Past Performance
   Sub-Factor 1: Life-cycle Software Services
   Sub-Factor 2: Cybersecurity
   Sub-Factor 3: Information Technology Business Analysis

3.1. Factor 1 – Technical Experience Rating

The Technical Experience Rating provides an assessment of the offeror's proposal and its ability to meet the requirements for Factor 1 Technical Experience. For the evaluation of technical experience, the Government will utilize the technical narratives provided by each offeror in conjunction with the self-scoring worksheet used by each offeror to claim points in the 10 technical elements and in the one non-technical experience element. Offerors will receive an overall Technical Experience Rating in accordance with the ratings defined in Table 1.

TABLE 1: Technical Acceptable/Unacceptable Rating Method	
ADJECTIVAL RATING	**DEFINITION**
Acceptable	Proposal meets the requirements of the solicitation.

Unacceptable	Proposal does not meet the requirements of the solicitation.

3.1.1 Technical Experience Assessment

Offerors will be evaluated on the ability to obtain the minimum points required to be determined technically Acceptable. An offeror's proposal has met the requirements of the solicitation and is considered Acceptable, when the required minimum of 4,200 is obtained per the Self-Scoring Worksheet and verified per the technical narratives. An offeror's proposal does not meet the requirements of the solicitation and is considered Unacceptable when the minimum of 4,200 points is not obtained OR cannot be verified per the Self-Scoring Worksheet and technical narratives.

- No additional credit or greater consideration for award is given for receiving greater than the minimum points required to be determined technically Acceptable.

- Partial points will not be given for any technical element. Some technical elements on the Self-Scoring Worksheet are broken into sub-elements to allow offerors to receive a sub-set of the maximum allowable points.

- Offerors will not lose points if they submit less than the maximum allowed number of technical narratives.

- The Government will use the Cross-Reference Matrix (CRM) to verify that all contracts referenced in the Technical Experience Factor (Volume II) are also submitted for the Past Performance Factor (Volume III). Technical narratives linked to a contract that is not submitted for Past Performance evaluation will not be evaluated by the Government. Points supported by those technical narratives will not be counted towards an offeror's technical acceptability.

The Government will use the technical narratives to verify the points claimed on the Self-Scoring Worksheet. The offeror may submit a maximum of six (6) technical narratives; each technical narrative can only reference one (1) contract. Each technical narrative can be used to support points claimed under one or multiple technical element(s). In order to verify points, the Government will evaluate the offeror's demonstrated experience in the technical areas for which points are being claimed. The Government will deduct points claimed by the offeror for a technical experience element when a technical narrative does not demonstrate the required experience.

3.1.2 Technical Experience Elements

The evaluation criteria for determining the points earned for each of the ten technical elements is listed below:

1.   Life-cycle Software Services
Sub-Element 1a: Life-cycle Software Services *(Developing/ Implementation)*
The Government will evaluate each offeror's demonstrated experience in design, build, test, and implementation of an Information System (IS) as defined in **all** of the following:

- The process of implementing software solutions to one or more sets of problems
- The process by which source code is converted into a stand-alone form that can be run on a computer or to the form itself. One of the most important steps of a software build is the compilation process, where source code files are converted into executable code
- Obtaining, verifying, or providing data for any of the following: the performance, operational capability, and suitability of systems, subsystems, components, or equipment items; or vulnerability and lethality of systems, subsystems, components, or equipment items
- Planning; coordinating; scheduling; deploying/installing (or providing all needed technical assistance to deploy/install) and transitioning a technical solution (e.g., information system) into the operational environment.

(SOO Sections 3.1.11, 3.4.3, and 3.4.5)

Sub-Element 1b: Life-cycle Software Services (*Re-Engineering*)
The Government will evaluate the offeror's demonstrated experience re-engineering an IS during its life-cycle to include what was altered from the system's existing state **and** the resulting reconstituted form (SOO Sections 3.1.4 and 3.1.16).

The Government <u>WILL</u> accept points claimed by the offeror for a project which only includes re-creating or updating the IS's documentation as re-engineering in the realm of life-cycle software services.

Sub-Element 1c: Life-cycle Software Services (*Data or System Migration*)
The Government will evaluate the offeror's demonstrated experience migrating an IS or its data during the life-cycle to include moving data or the IS from the previous operating environments to the new operating environments. The offeror must identify both the previous **and** new operating environments of the data or IS that was moved (SOO Section 3.1.12).

Sub-Element 1d: Life-cycle Software Services (*Modernization*)
The Government will evaluate the offeror's demonstrated experience modernizing a legacy IS during its life-cycle to include the conversion **and** code rewriting of a legacy system, software libraries and protocols to a modern programming language **and** porting the new IS to a new hardware platform (SOO Sections 3.1.9, 3.1.14, and 3.1.16).

The Government will not accept points claimed by the offeror if the experience does not identify the modernization of the IS and the hardware.

Sub-Element 1e: Life-cycle Software Services (*Commercial-off-the-Shelf/Government-off-the-Shelf/Free and Open Source Software [COTS/GOTS/FOSS] Enterprise Resource Planning [ERP] Software Systems*)
The Government will evaluate the offeror's demonstrated experience in one of the following:
- Implementing one (1) COTS, GOTS or FOSS ERP software package to satisfy complex business processes in the finance, personnel, and/or supply chain/manufacturing domain for one or more customer organizations where the offeror's COTS, GOTS or FOSS ERP software implementation was ultimately fielded for operational use by the customer

OR

- Providing lifecycle software service support for one (1) COTS, GOTS or FOSS ERP software implementation for which the offeror was not the original implementer at initial deployment where one (1) of the following is demonstrated:
    - o the offeror played a key role in working with the customer to develop, define and/or blueprint operational business rules that were implemented by the COTS, GOTS or FOSS ERP software package; or
    - o the offeror performed gap analysis and developed resulting custom reports, interfaces, data conversions, and functional extensions to the COTS, GOTS or FOSS ERP software product

(SOO Section 3.4.5)

The Government will not accept points claimed by the offeror if the experience does not identify the COTS/GOTS/FOSS SW/ERP Package with which it has experience.

2. Cybersecurity
Sub-Element 2a: Cybersecurity (*Vulnerabilities and Threats*)
The Government will evaluate the offeror's demonstrated knowledge and experience in providing services to assess software application vulnerabilities and threats using the Risk Management Framework (RMF).

Sub-Element 2b: Cybersecurity (*Risk Management*)
The Government will evaluate the offeror's demonstrated knowledge and experience in incorporating risk management principles and information security requirements to prevent the loss of data Confidentiality, Integrity and Availability using the following three (3) preventative technical controls; Authentication, Authorization and Accountability. (SOO Section 3.1.10).

The Government will not accept points claimed by the offeror if the experience does not address all 3 risk management principles (Confidentiality, Integrity and Availability).

The Government will not accept points claimed by the offeror if the experience does not address all 3 preventative technical controls (Authentication, Authorization and Accountability).

The Government will not accept points claimed by the offeror if the experience is limited to complying with FedRamp certification.

3. Information Technology [IT] Business Analysis
Sub-Element 3a: IT Business Analysis (*Requirements Analysis*)
The Government will evaluate the offeror's demonstrated experience providing Requirements Analysis as a Life-cycle Software Service and the offeror's demonstrated experience working with stakeholders to define a design solution (SOO Section 3.2.2 and 3.1.2).

Sub-Element 3b: IT Business Analysis (*Testing, Validation and Verification*)
The Government will evaluate the offeror's demonstrated experience providing Testing, Validation and Verification as a Life-cycle Software Service in **all** areas defined below:

- Obtaining, verifying, or providing data for any of the following: the performance, operational capability, and suitability of systems, subsystems, components, or equipment items; or vulnerability and lethality of systems, subsystems, components, or equipment items.

- Evaluating a system or software component, in the development process to determine whether the item satisfies specified requirements; and
- Confirming a system element meets design-to or build-to specifications. (SOO Section 3.1.2 and 3.2.2)

The Government will not accept points claimed by the offeror if the offeror's experience does not address all elements as described within all three (3) items above.

Sub-Element 3c: IT Business Analysis (*Service Desk/Help Desk*)
The Government will evaluate the offeror's demonstrated experience providing Service Desk/Help Desk services for an IS in **any** of the following IT Service Desk/Help Desk domains:

- Access Management - process of granting authorized users the right to use a service while preventing access to non-authorized users.
- Event Management - process of identifying and prioritizing all events that occur throughout the IT infrastructure and establish the appropriate response to those events.
- Incident Management - process of restoring normal service operation as quickly as possible, minimizing the adverse impact on mission partner operations, thus ensuring that the best possible levels of service quality, security, and availability are maintained.
- Problem Management - process of preventing problems and incidents from happening, eliminate recurring incidents and minimizing the impact of incidents that cannot be prevented.
- Request Management - process of fulfilling requests from users and routing each request to the appropriate process owner for handling within accepted service levels.
  (SOO Section 3.2.3)

Sub-Element 3d: IT Business Analysis *(Functional Business Area Expert [FBAE])*
The Government will evaluate the offeror's demonstrated experience providing FBAE as a Life-cycle Software service. The Government will also evaluate the Offeror's FBAE experience assessing either the "as is" or the "to be" operational/functional business process, and identifying inadequacies or deficiencies affecting the ability of the technical solution to meet stakeholder requirements (SOO Section 3.2.2).

4.   Programming Languages/Frameworks
Sub-Element 4a
The Government will evaluate the offeror's demonstrated experience providing Life-cycle Software Services using any two (2) of the following: Java, COBOL, PowerBuilder, .NET, ColdFusion, C#.

Sub-Element 4b
The Government will evaluate the offeror's demonstrated experience providing Life-cycle Software Services using any two (2) of the following: JavaScript, Perl, SQL, PYTHON, PHP.

Sub-Element 4c
The Government will evaluate the offeror's demonstrated experience providing Life-cycle Software Services using any one (1) of the following: SWIFT, Ruby On Rails, JavaScript MV* Frameworks, Spark.
(SOO Section 3.1.5)

5.   Tools / Software Development Methodologies

Sub-Element 5a: Tools/Development Methodology (*Security*)

The Government will evaluate the offeror's demonstrated experience using a COTS, GOTS or free and open source (FOSS) tool in the functional areas of **security** to analyze source code for vulnerabilities during the life-cycle of a project.

*The Government will not accept points claimed by the offeror if the experience does not identify the tool with which it has experience, to include but not limited to: Fortify, Sonatype, AppScan.

Sub-Element 5b: Tools/Development Methodology (*Quality*)

The Government will evaluate the offeror's demonstrated experience using COTS, GOTS or FOSS tool, in the functional areas of **quality** to analyze source code, executables, and related artifacts (e.g., code documentation) against code metrics during the life-cycle of a project.

*The Government will not *accept points claimed by the offeror if the experience does not identify the tool with which it has experience, to include but not limited to: Sonar, AppDynamic, CAST Code Analysis Tool.*

Sub-Element 5c: Tools/Development Methodology (*Testing*)

The Government will evaluate the offeror's demonstrated experience using a COTS, GOTS or FOSS tool in the functional area of **testing** to analyze source code for vulnerabilities during the life-cycle of a project. The Government will evaluate the Offeror's experience using a common database to manage the test information for the system under test (to include capturing defects) or the offeror's experience creating, maintaining, and executing test scripts using an automated tool.

*The Government will not *accept points claimed by the offeror if the experience does not identify the tool with which it has experience to include but not limited to: Hewlett Packard Application Lifecycle Management (HP ALM), Selenium, Quick Test Pro.*

Sub-Element 5d: Tools/Development Methodology (*Software Development Methodologies*)

The Government will evaluate the offeror's demonstrated experience using the preferred software development methodology during the life-cycle of a project as identified in Section 3.1.5 of the SOO.
(SOO Sections 3.1.5, 3.1.6, 3.1.11 and 3.4.5)

*The Government will not *accept points claimed by the offeror if the experience does not correlate with the preferred software development methodology as identified in Section 3.1.5 of the SOO.*

6. Platforms / Environments

Sub-Element 6a: Platforms/Environments (*Mainframe, Mid-tier/Client-server, or Web Services*) The Government will evaluate the offeror's demonstrated experience implementing an IS into any of the following: mainframe, mid-tier/client-server, web services.

Sub-Element 6b: Platforms/Environments (*Customer's Facility*)

The Government will evaluate the offeror's demonstrated experience providing support services in the customer's facility (e.g., not the offeror's home office) of a non-DoD or DoD mainframe, mid-tier/client- server, or web services.

Sub-Element 6c: Platforms/Environments (*Commercial, Non-commercial, or Hybrid Cloud*)

The Government will evaluate the offeror's demonstrated experience developing or modifying an existing IS to

operate within or migrate to a commercial, non-commercial or hybrid cloud.

Sub-Element 6d: Platforms/Environments (*Defense Information Systems Agency [DISA] Enterprise Computing Center [DECC] or Department of Defense [DoD] Computing Facility*)
The Government will evaluate the offeror's demonstrated experience developing or modifying an existing IS to operate within a DISA DECC or DoD computing facility.
(SOO Section 3.3)

7.   Database Components
Sub-Element 7a: Database Components (*Relational Database Management System* [*RDBMS]*) The Government will evaluate the offeror's demonstrated experience developing, designing or maintaining a RDBMS database to include, but not limited to: Oracle, SQL Server, DB2, SyBase, Postgresql, MarialDB, JasperSoft, MYSQL.

*The Government will not *accept points claimed by the offeror if the offeror does not identify the database which it has experience to include, but not limited to: Oracle, SQL Server, DB2, SyBase, Postgresql, MarialDB, JasperSoft, MYSQL.*

Sub-Element 7b: Database Components (*Not Only Structured Query Language [NoSQL]*)
The Government will evaluate the offeror's demonstrated experience developing, designing or maintaining a NoSQL database to include but not limited to: Postgresql, Cassandra, MongoDB, Hadoop, Spark, CouchDB.

*The Government will not *accept points claimed by the offeror if the offeror does not identify the database with which it has experience to include but not limited to: Postgresql, Cassandra, MongoDB, Hadoop, Spark, CouchDB.*

Sub-Element 7c: Database Components (*RDBMS or NoSQL*)
The Government will evaluate the offeror's demonstrated experience providing **any** of the following data store support services in a RDBMS or NoSQL database: managing the current storage environment, providing application support, maintaining proper backup schedule, monitoring current storage environment or planning and execution of new installs.
(SOO Section 3.1.9)

*The Government will not *accept points claimed by the offeror if the offeror does not identify use of one of the listed data store support services and the database with which it has experience to include but not limited to: Oracle, SQL Server, DB2, SyBase, Postgresql, MarialDB, JasperSoft, MYSQL, Postgresql, Cassandra, MongoDB, Hadoop, Spark, CouchDB*

8.   Mobile/Internet of Things (IoT)
Sub-Element 8a: Mobile/IOT (*New Mobile Application Development*)
The Government will evaluate the offeror's demonstrated experience developing **and** implementing a new mobile application that runs on any of the following: Apple iPhone Operating System (IOS), Windows, Android.

*The Government will not *accept points claimed by the offeror if the offeror does not identify the operating*

system which it has experience of the following: Apple IOS, Windows, Android.

Sub-Element 8b: Mobile/IoT (***Legacy Application & Mobile Integration Services***)
The Government will evaluate the offeror's demonstrated experience redesigning a legacy system to work with or on a mobile device using any of the following: Apple IPhone Operating System (IOS), Windows, Android.

The Government will not accept points claimed by the offeror if the offeror does not identify the legacy system **AND the operating system (Apple IOS, Windows, Android) which they have experience.*

Sub-Element 8c: Mobile/IoT (***Automatic Identification Technology [AIT]***/*Sensors/RFID*)
The Government will evaluate the offeror's demonstrated experience developing **and** implementing an IoT software-based solution to include, but not limited to: operating an AIT handheld terminal, collecting data from sensors, or using Radio Frequency Identification (RFID) (Active or Passive) to track and identify tags attached to equipment.
    (SOO Section 3.1.7)

9.   Server Operating Systems
The Government will evaluate the offeror's demonstrated experience providing life-cycle services to support the efficient operations of an IS for any of the following: Windows Server, Red Hat enterprise Linux, SUSE, UBUNTU (SOO Sections 3.1.13 and 3.1.15).

*The Government will not accept points claimed by the offeror if the experience does not identify one of the following distribution servers: Windows Server, Red Hat enterprise Linux, SUSE, UBUNTU.

10.   COTS/GOTS/FOSS Software
The Government will evaluate the offeror's demonstrated experience maintaining IS's in development, test, or production environments by implementing COTS, GOTS or FOSS software patches and upgrades (SOO Section 3.1.15 and 3.4.5).

3.1.3 Non-Technical Experience Element

Government Facility Clearance Level (FCL)
The Government will verify the offeror's current Government Facility Clearance Level of Secret or Top Secret (SOO Section 4.2). Using the Offeror's CAGE code, the Government will verify the Offeror's FCL status in the National Industrial Security System (NISS) is **"active"**.

*The Government will not accept points claimed by the offeror for both Secret and Top Secret government facility clearance. Only the highest clearance level will receive points.

*The Government will not accept points claimed by the offeror if it holds an Interim Facility Clearance.

*The Government will not accept points claimed by the offeror if it is claiming points as Joint Venture entity and the Facility Clearance is not in the name of that Joint Venture entity.

3.2 Factor 2 – Past Performance

3.2.1 General Information
The Past Performance evaluation assesses the degree of confidence the Government has in the offeror's ability to provide services to meet the Government's needs based on a demonstrated record of performance as either a Prime or Sub-Contractor. In conducting the Past Performance evaluation, the Government reserves the right to use both the information provided in the offeror's Past Performance proposal volume (Volume III) and information obtained from other sources available to the Government.

The Government will use the submitted Cross-Reference Matrix (CRM) to verify the offeror's compliance with the following:
- All contracts used as a reference in the Technical volume (Volume II), shall be used as a reference for past performance.
- If the offeror referenced less than six (6) contracts in Volume II, additional contracts may be used to address the past performance sub-factors; however only a maximum of six (6) total contracts are allowed to be referenced.

3.2.1.1 Magnitude
It is not the Government's intent to analyze or associate any dollar values to the contract references provided in terms of defining magnitude of effort.

3.2.2 Past Performance Evaluation Process

The Government will evaluate each Offeror's past performance for recency, relevancy and quality. The Government will evaluate a maximum of six (6) recent Past Performance Narratives (PPNs) to determine an overall confidence assessment rating for each sub-factor. To determine the confidence assessment rating for each sub-factor, the Government will utilize the following process:

First, an assessment of each Offeror's past performance will be made to determine if it is recent. The Government defines recent contracts to be any contract that is ongoing or completed within the past three (3) years from the date of issuance of this solicitation. ANY PPNs and/or Past Performance Questionnaires (PPQs) and/or Contractor Performance Assessment Reports (CPARs) referencing contracts that do not fit this definition of recency will be removed from consideration and will not be evaluated for relevancy or quality. ANY PPN deemed as not recent will count as one of the six (6) total PPNs allowed.

Second, the Government will evaluate all recent PPNs to determine the relevancy of the Offeror's past performance contract reference as it relates to each sub-factor's criteria set forth below. The Government's relevancy assessment of the PPNs will utilize the applicable SOO sections identified below and the Definition of Terms (Section J, Attachment 7). The Government may also consider the National Institute of Standards and Technology (NIST) Special Publications 800-37, 800-53, 800-53A Rev 4, Committee on National Security Systems Instructions (CNSSI) 1253 and DoD 8510.01. The Government will assign a relevancy rating for each sub-factor in accordance with the criteria set forth below in 3.2.4.1.

Third, the Government will review all past performance information collected and determine the overall quality of the Offeror's past performance as it relates to each sub-factor. PPQs and CPARs are of equal weight and will be evaluated holistically for each sub-factor. In making the quality assessment, the Government will review the received PPQs and/or CPARs, as well as other relevant CPARS available to the Government. The Government will assign a quality rating for each sub-factor in accordance with the criteria set forth below in 3.2.4.2 and identified below in Table 2.

Finally, the Government will assign a past performance confidence assessment rating for each sub-factor in accordance with the criteria set forth below in 3.2.4.3 and identified below in Table 3. This rating reflects the Government's confidence in the offeror's ability to successfully perform the solicitation requirements as they relate to each sub-factor. The Government will NOT rollup the confidence assessment ratings to the factor level.

3.2.3 Sub-Factor Evaluation Criteria:

- **Sub-factor 1 Lifecycle Software Services**

The Government will evaluate the offeror's past performance as it relates to the following requirements identified in SOO Sections 3.1.3 through 3.1.9 and 3.1.11 through 3.1.17.

> **Sub-Element 1a: System Architecture and Design**

The Government will evaluate the offeror's demonstrated past performance structuring system components and establishing component relationships by incorporating architectural principles and guidelines during their design process. The Government will evaluate the offeror's past performance creating or modifying system architectural documents (i.e., Operational Views (OV) or System Views (SV)), and the offeror's use of those documents when designing a technical solution. (SOO Section 3.1.3)

> **Sub-Element 1b: Technical Solution, Design, Build, Test, and Implement**

The Government will evaluate the offeror's demonstrated past performance designing, building, testing, and implementing an Information System (IS). The Government will evaluate the offeror's past performance designing, building, testing and implementing software solutions to one or more sets of problems from a defined business process, user story, or business use cases. (SOO Section 3.1.4)

> **Sub-Element 1c: Software Development Methodologies**

The Government will evaluate the offeror's demonstrated past performance using current and emerging software development methodologies. The Government will evaluate the offeror's past performance using a software development methodology by name such as Agile. (SOO Section 3.1.5)

> **Sub-Element 1d: Information /Web Services Development and Testing**

The Government will evaluate the offeror's demonstrated past performance developing and testing a technical solution using various web services. The Government will evaluate the offeror's past performance of providing a request and response mechanism that allows a client to remotely access or modify data. (SOO Section 3.1.6)

➢   **Sub-Element 1e: Mobile or Internet of Things (IoT)**
The Government will evaluate the offeror's demonstrated past performance:
(a) Developing **and** implementing a new mobile application that runs on one (1) of the following: Apple iPhone Operating System (IOS), Windows or Android; **OR**
(b) Redesigning a legacy system to work with **or** on a mobile device using one (1) of the following: Apple iPhone Operating System (IOS), Windows, or Android; **OR**
(c) Developing **and** implementing an IoT software-based solution to include, but not limited to: operating an AIT handheld terminal, collecting data from sensors, or using Radio Frequency Identification (RFID) (Active or Passive) to track and identify tags attached to equipment. (SOO Section 3.1.7)

➢   **Sub-Element 1f: Information Display Solutions and Services**
The Government will evaluate the offeror's demonstrated past performance designing, building and implementing or maintaining the services for one (1) of the information displays in SOO paragraph 3.1.8, as defined in Section J, Attachment 7 Definition of Terms. (SOO Section 3.1.8).

➢   **Sub-Element 1g: Database Development or Conversion**
The Government will evaluate the offeror's demonstrated past performance developing a new database **or** converting a legacy system's database during its life-cycle. The Government will evaluate the computer programming language, software libraries, protocols, or hardware platform the offeror demonstrated using during the development or conversion. (SOO Section 3.1.9)

➢   **Sub-Element 1h: Automated Integration Testing and Implementation**
The Government will evaluate the offeror's demonstrated past performance with Automated Integration Testing and Implementation. The Government will evaluate the offeror's past performance planning, coordinating, scheduling and executing various automated test events which resulted in resource efficiencies (time, money, people or assets). (SOO Section 3.1.11)

➢   **Sub-Element 1i: System Migration**
The Government will evaluate the offeror's demonstrated past performance with migrating an (IS) during the IS life-cycle. The Government will evaluate the offeror's past performance moving the IS from the previous operating environment to the new operating environment. (SOO Section 3.1.12)

➢   **Sub-Element 1j: Application/System/Database/Interface Administration**
The Government will evaluate the Offeror's demonstrated past performance administering one (1) of the following: an application, system, database or interface (as described in SOO paragraph 3.1.13, and as defined in Section J, Attachment 7 Definition of Terms). The Government will evaluate the offeror's control process for the area described. (SOO Section 3.1.13)

➢   **Sub-Element 1k: Modification of the Form, Fit, Function (F3I) or Interface of an In-Service Configuration Item (CI)**
The Government will evaluate the offeror's demonstrated past performance with controlling the modification of an in-service configuration item. The Government will evaluate the offeror's past performance modifying configuration items and the configuration control used. (SOO Section 3.1.14)

➢   **Sub-Element 1l: Hardware Technology Refresh**

The Government will evaluate the Offeror's demonstrated past performance with a hardware technology refresh during an IS' life-cycle. The Government will evaluate the Offeror's past performance replacing hardware components. (SOO Section 3.1.15)

➢ **Sub-Element 1m: Software Modernization**

The Government will evaluate the offeror's demonstrated past performance modernizing a legacy IS during its life-cycle to include converting or rewriting the code, software libraries and protocols to a modern computer programming language **and** porting the IS to a different hardware platform. (SOO Section 3.1.16)

➢ **Sub-Element 1n: Decommission Planning and Execution**

The Government will evaluate the offeror's demonstrated past performance decommissioning a legacy IS. The Government will evaluate the Offeror's past performance archiving software and documentation libraries, archiving or migrating data from the old system to the receiving/target system, **and** preserving the system security and access rights of the legacy system to include the legacy system's security overview. (SOO Section 3.1.17)

- **Sub-factor 2 Cybersecurity**

The Government will evaluate the offeror's past performance as it relates to the following requirements identified in SOO:

  o Offeror's solutions that supported Risk Management Framework (RMF) Cybersecurity Objectives (Confidentiality, Integrity, and Availability) (SOO Sections 3.1.10.1, 3.1.10.2, and 3.1.10.3)

  o Offeror's methods used to implement the basic information security concepts for Identity Assurance (Authentication, Authorization, and Accountability (nonrepudiation) (SOO Sections 3.1.10.4, 3.1.10.5, and 3.1.10.6)

- **Sub-factor 3 Information Technology Business Analysis**

  The Government will evaluate the offeror's past performance as it relates to the following requirements identified in the SOO:

  ➢ IT Business analysis and Functional Business Area Expertise (FBAE) for business process areas to include, *but not limited to*, contracting, finance, medical, logistics, personnel, communications, transportation, civil engineering, munitions, infrastructure and operations (SOO Section 3.2.2)

  ➢ Service desk, field and technical support to include access management, event management, incident management, problem management, and request fulfillment (SOO Section 3.2.3)

3.2.4 Past Performance Ratings

The past performance ratings identifies the offeror's ability to meet the requirements. Identified below are the ratings for relevancy, quality and confidence that will be assigned to each sub-factor.

3.2.4.1 Relevancy Ratings:

The Government will assign a relevancy rating of Very Relevant, Relevant, Somewhat Relevant, or Not Relevant for each sub-factor based on the following criteria:

3.2.4.1.1 Relevancy Assessment for Sub-factor 1

- To receive a **VERY RELEVANT**, Offerors must have demonstrated past performance in 12 or more of 14 requirements listed in SOO Sections 3.1.3 through 3.1.9 and 3.1.11 through 3.1.17.

- To receive a **RELEVANT**, Offerors must have demonstrated past performance in nine (9) to 11 of the requirements listed in SOO Sections 3.1.3 through 3.1.9 and 3.1.11 through 3.1.17.

- To receive a **SOMEWHAT RELEVANT**, Offerors must have demonstrated past performance in five (5) to eight (8) of the requirements listed in SOO Sections 3.1.3 through 3.1.9 and 3.1.11 through 3.1.17.

- To receive a **NOT RELEVANT**, Offerors failed to demonstrate past performance in at least five (5) of the requirements listed in SOO Sections 3.1.3 through 3.1.9 and 3.1.11 through 3.1.17.

3.2.4.1.2 Relevancy Assessment of Sub-Factor 2

- To receive a **VERY RELEVANT**, Offerors must have demonstrated past performance in all six (6) of the cybersecurity objectives and concepts listed in SOO Sections 3.1.10.1, 3.1.10.2, 3.1.10.3, 3.1.10.4, 3.1.10.5 and 3.1.10.6.

- To receive a **RELEVANT**, Offerors must have demonstrated past performance in five (5) of the six (6) cybersecurity objectives and concepts listed in SOO Sections 3.1.10.1, 3.1.10.2, 3.1.10.3, 3.1.10.4, 3.1.10.5 and 3.1.10.6.

- To receive a **SOMEWHAT RELEVANT**, Offerors must have demonstrated past performance in four (4) of the six (6) cybersecurity objectives and concepts listed in SOO Sections 3.1.10.1, 3.1.10.2, 3.1.10.3, 3.1.10.4, 3.1.10.5 and 3.1.10.6.

- To receive a **NOT RELEVANT**, Offerors failed to demonstrate past performance in at least four (4) of the six (6) cybersecurity objectives and concepts listed in SOO Sections 3.1.10.1, 3.1.10.2, 3.1.10.3, 3.1.10.4, 3.1.10.5 and 3.1.10.6.

3.2.4.1.3 Relevancy Assessment of Sub-Factor 3

- To receive a **VERY RELEVANT**, Offerors must have demonstrated past performance in SOO Section 3.2.3 **and** at least two Functional Business Areas of Expertise.

- To receive a **RELEVANT**, Offerors must have demonstrated past performance in SOO Section 3.2.3 **and** one Functional Business Area of Expertise.

- To receive a **SOMEWHAT RELEVANT**, Offerors must have demonstrated past performance in SOO Section 3.2.3 **or** one Functional Business Area of Expertise.

- To receive a **NOT RELEVANT**, Offerors failed to demonstrate past performance in SOO Section 3.2.3 **or** *at least one* Functional Business Area of Expertise.

3.2.4.2 Quality Ratings:
The Government will assign a quality rating identified in Table 2 below for offeror's past performance of each sub-factor based on the following criteria:

TABLE 2: Past Performance Quality Rating	
ADJECTIVAL RATING	**DEFINITION**
Acceptable	Offeror's available past performance evaluations holistically (PPQs and/or CPARs) were rated Exceptional, Very Good, or Satisfactory
Unacceptable	Offeror's available past performance evaluations holistically (PPQs and/or CPARs) were rated Marginal or Unsatisfactory **or** no past performance quality assessments were available to evaluate.

3.2.4.3 Confidence Ratings:
The Government will assign a confidence rating identified in table 3 below for each sub-factor.

TABLE 3: Performance Confidence Assessments Rating	
Adjectival Rating	**Description**
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

The Government will assign a confidence rating based on the following criteria:

- To receive a **SUBSTANTIAL CONFIDENCE** rating at the sub-factor level, an offeror's past performance must be **RECENT** and **VERY RELEVANT** with **ACCEPTABLE quality**

- To receive a **SATISFACTORY CONFIDENCE** rating at the sub-factor level, an offeror's past performance must be **RECENT** and **RELEVANT** with **ACCEPTABLE quality**.

- To receive a **NEUTRAL CONFIDENCE** rating at the sub-factor level, an offeror either has no record of relevant past performance; OR information on past performance is not available; OR information on past performance is so sparse that no meaningful confidence assessment rating can reasonably be assigned.

- To receive a **LIMITED CONFIDENCE** rating at the sub-factor level, Offeror's past performance must be **RECENT and SOMEWHAT RELEVANT AND** of **ACCEPTABLE** quality.

- To receive a **NO CONFIDENCE** rating at the Sub-Factor level, an Offer's past performance was considered **RECENT** and **RELEVANT or SOMEWHAT RELEVANT** with **UNACCEPTABLE** quality.

For the purpose of this solicitation, a rating of SUBSTANTIAL CONFIDENCE or SATISFACTORY CONFIDENCE is rated higher than a rating of NEUTRAL CONFIDENCE, LIMITED CONFIDENCE, or NO CONFIDENCE. The Government has determined that it is in its best interest to only award to those offerors whose past performance at each subfactor level receives a SUBSTANTIAL CONFIDENCE or SATISFACTORY CONFIDENCE rating.

SBEAS Cross Reference Matrix Instructions

Note 1: Only enter responses in columns B through G

Note 2: A "Sample CRM" worksheet is provided for reference on entering information required only. No evaluation implications are intended by the examples given.

Note 3: Information entered into cells B3 - G8 will automatically populate into cells B50 - G55.

Note 4: The cells with zeros (0) in them are an internal check. The zeros mean the cells below are empty. Once a reference is typed in the cell, the zero is changed to identify how many cells are "not blank". A space, with no text, will cause the cell to count as filled.

Note 5: You may make a row or column wider to display your responses. If you do so, please check the printed version to ensure all data is visible.

Step 1: Enter the Offeror name in Row 1 of the "CRM For Submission" Worksheet

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Step 2: Enter the Contract Information:

In Row 3 *Contract Number* :

-Enter the contract number being used for each contract used in the Technical Volume. Include the task order number(s) as applicable; expand the row if necessary. If proposing as a Joint Venture (JV), also enter Joint Venture Agreement (JVA) name and member name.

-If an offeror submits less than six (6) contract references in the technical volume, enter "NOT USED" in the remaining cells for Row 3.

In Row 4 *Customer/Organization Name* :

- Enter the Customer and Organization's name who can confirm the work performed for the contract. (CPAR or PPQ point of contact)

In Row 5 *Project Title* :

- Provide project title and a short but descriptive narrative (in plain English) of the project that informs the reader of the project's purpose and intent.

In Row 6 *Period of Performance (PoP):*

- Enter the PoP in the following format: Day-Month-Year through Day-Month-Year DD-MMM-YY through DD-MMM-YY. If the work is still in progress, the end of the PoP may be replace with "present". See the sample CRM.

In Row 7 *Customer Phone Number:*

- Enter the phone number, with area code, of the customer identified in row 4. Example: (###) ###-####

In Row 8 *Customer E-mail*

Step 3: Complete the Factor 1 TECHNICAL EXPERIENCE Cross-Reference

-In rows 11 through 47, insert the page and paragraph number in columns B through G, indicating where the experience for the Column A TECHNICAL ELEMENT is demonstrated in the TECHNICAL NARRATIVE section of the Technical Volume.

Step 4: Verify the Contract Information in Rows 50 - 55:

- If less than six (6) contract references are used in the Technical volume (in Row 3), use the additional cells in Rows 50 - 55, with the Contract Number now titled "NOT USED" to insert the additional contract information for references used for the **PAST PERFORMANCE** volume. *Note, it is permissible to have more contract references for Past Performance than used for Technical Experience; however all contract references used for Technical Experience shall also be used for Past Performance.

Step 5: Complete the Factor 2 PAST PERFORMANCE Sub-Factor Cross-Reference

-In rows 58 - 82, insert the page and paragraph number in columns B through G, indicating where the experience for the Column A PAST PERFORMANCE ELEMENT is demonstrated in the PAST PERFORMANCE NARRATIVE section of the Past Performance Volume.

SBEAS CROSS-REFERENCE MATRIX (Offeror: JASBP INC.)						
	Technical Narrative	Technical Narrative	Technical Narrative	Technical Narrative	Technical Narrative	Technical Narrative
Contract Number	FA8771-14-D-0007, 0100, 0125, 0138	FA8772	AB1234	XX0001	NOT USED	NOT USED
Customer/Organization Name	Customer/Organization Name	Customer/Organization Name	Customer/Organization Name	Customer/Organization Name	Customer/Organization Name	Customer/Organization Name
Project Title		Project Title	Project Title	Project Title	Project Title	Project Title
Period of Performance	07-Apr-15 through 06-Apr-17	01-Jun-16 through present	23-Feb-15 through present	17-Aug-16 through 16 Aug-17	Period of Performance	Period of Performance
Customer Phone Number	Customer Phone Number	Customer Phone Number	Customer Phone Number	Customer Phone Number	Customer Phone Number	Customer Phone Number
Customer E-mail	Customer E-mail	Customer E-mail	Customer E-mail	Customer E-mail	Customer E-mail	Customer E-mail
FACTOR 1: TECHNICAL EXPERIENCE						
Life-cycle SW Svc (Element #1):	1	2	1	1	0	0
1(a) Provided development services for an Information System (IS)						
1(b)(1) Re-Engineering	Pages 1-3 paragraphs 4-3	Page 4, paragraphs 3-4				
1(c)(2) Migration		Page 4, paragraph 3				
1(d)(3) Modernization			Page 7, paragraph 4			
1(e) ERP				Page 12, paragraphs 5-6		
Cybersecurity (Element #2):	0	1	0	1	0	0
2(a) Assess software application vulnerabilities and threats using RMF				Page 13, paragraph 2		
2(b) Risk Management Principles and Information Security Requirements		Page 4, paragraphs 3-4				
IT Business Analysis (Element #3):	0	0	1	2	0	0
3(a) Requirements Analysis				Page 13, paragraph 3		
3(b) Testing, Validation and Verification				Page 16, paragraphs 2-4		
3(c) Service Desk			Page 8, paragraph 3			
3(d) Functional Business Area Expert (FBAE)						
Programming Lang/Frameworks (Element #4):	1	0	1	0	0	0
4(a) Any 2: Java, COBOL, PowerBuilder, .NET, ColdFusion, C#			Page 7, paragraphs 3-5			
4(b) Any 2: JavaScript, Perl, SQL, PYTHON, PHP	Page 4, paragraph 2					
4(c) Any 1: SWIFT, Ruby On Rails, JavaScript MV* Frameworks, Spark						
Tools/Dev Method (Element #5):	1	0	1	0	0	0
5(a) Security						
5(b) Quality	Page 3, paragraph 4					
5(c) Testing						
5(d) Development Methodology			Page 6, paragraph 1			
Platform/Environ (Element #6):	0	0	0	0	0	0
6(a) Mainframe, Mid-tier/Client-server, Web Services						
6(b) Customer's facility						
6(c) Commercial, Non-commercial, Hybrid Cloud						
6(d) DISA DECC or DoD computing facility						
Database Comp (Element #7):	0	0	0	0	0	0
7(a) RDBMS						
7(b) NoSQL						
7(c) Data store support for RDBMS or NoSQL						
Mobile/IoT (Element #8):	0	0	0	0	0	0
8(a) New Mobile Application Development						
8(b) Redesigned legacy system to work or on mobile device						
8(c) Automatic Identification Technology (AIT)						
Server Operating Systems (Element #9):			Page 7, paragraph 4			
COTS/GOTS/FOSS Software (Element #10):						

	Past Performance Narrative	Past Performance Narrative	Past Performance Narrative	Past Performance Narrative	Past Performance Narrative	Past Performance Narrative
SBEAS CROSS-REFERENCE MATRIX (Offeror: JASBP INC.)						
Contract Number	**FA8771-14-D-0007, 0100, 0125, 0138**	**FA8772**	**AB1234**	**XX0001**	**NOT USED**	**NOT USED**
Customer/Organization Name	**Customer/Organization Name**	**Customer/Organization Name**	**Customer/Organization Name**	**Customer/Organization Name**	**Customer/Organization Name**	**Customer/Organization Name**
Project Title		**Project Title**	**Project Title**	**Project Title**	**Project Title**	**Project Title**
Period of Performance	**07-Apr-15 through 06-Apr-17**	**01-Jun-16 through present**	**23-Feb-15 through present**	**17-Aug-16 through 16 Aug-17**	**Period of Performance**	**Period of Performance**
Customer Phone Number	**Customer Phone Number**	**Customer Phone Number**	**Customer Phone Number**	**Customer Phone Number**	**Customer Phone Number**	**Customer Phone Number**
Customer E-mail	**Customer E-mail**	**Customer E-mail**	**Customer E-mail**	**Customer E-mail**	**Customer E-mail**	**Customer E-mail**
FACTOR 2: PAST PERFORMANCE						
Sub-Factor 1: Life-Cycle Software Services	**2**	**4**	**5**	**2**	**2**	**1**
1(a) System Architect and Design					Page 16, paragraph 2	
1(b) Technical Solution, Design, Creation and Implementation	**Page 2, paragraph 3**	**Page 4, paragraph 1**	**Page 6, paragraph 3**		**Page 17, paragraph 1**	
1(c) Software Development Methodologies	**Page 4, paragraph 3**	**Page 4, paragraphs 1-2**	**Page 6, paragraph 1**			**Page 19, paragraph 4**
1(d) Information Web Services Development and Testing						
1(e) Mobile or Internet of Things (IoT)						
1(f) Information Display Solutions and Services			**Page 6, paragraph 3**			
1(g) Database Development or Conversion			**Page 7, paragraphs 3-5**			
1(h) Automated Integration Testing and Implementation						
1(i) System Migration		**Page 4, paragraph 3**				
1(j) Application/System/Database/Interface Administration				**Page 12, paragraph 8**		
1(k) Modification of F3I or Interface an In-Service Configuration Item						
1(l) Hardware Technology Refresh				**Page 13, paragraph 3**		
1(m) Software Modernization		**Page 3, paragraphs 3-4**	**Page 7, paragraph 4**			
1(n) Decommission Planning and Execution						
Sub-factor 2: Cybersecurity	**0**	**1**	**0**	**2**	**1**	**1**
2(a) Confidentiality		**Page 4, paragraphs 3-5**				
Integrity				**Page 12, paragraph 6;**		
Availability						
2(b) Authentication				**Page 13, paragraph 2**	**Page 16, paragraph 3**	
Authorization						
Accountability (nonrepudiation))						**Page 20, paragraph 2**
Sub-Factor 3: IT Business Analysis	**0**	**1**	**1**	**1**	**1**	**1**

SBEAS CROSS-REFERENCE MATRIX (Offeror: _____)						
	Technical Narrative	**Technical Narrative**	**Technical Narrative**	**Technical Narrative**	**Technical Narrative**	**Technical Narrative**
Contract Number	**Contract Number**	**Contract Number**	**Contract Number**	**Contract Number**	**Contract Number**	**Contract Number**
Customer/Organization Name	**Customer/Organization Name**	**Customer/Organization Name**	**Customer/Organization Name**	**Customer/Organization Name**	**Customer/Organization Name**	**Customer/Organization Name**
Project Title	**Project Title**	**Project Title**	**Project Title**	**Project Title**	**Project Title**	**Project Title**
Period of Performance	**Period of Performance**	**Period of Performance**	**Period of Performance**	**Period of Performance**	**Period of Performance**	**Period of Performance**
Customer Phone Number	**Customer Phone Number**	**Customer Phone Number**	**Customer Phone Number**	**Customer Phone Number**	**Customer Phone Number**	**Customer Phone Number**
Customer E-mail	**Customer E-mail**	**Customer E-mail**	**Customer E-mail**	**Customer E-mail**	**Customer E-mail**	**Customer E-mail**
FACTOR 1: TECHNICAL EXPERIENCE						
Life-cycle SW Svc (Element #1):	**0**	**0**	**0**	**0**	**0**	**0**
1(a) Provided development services for an Information System (IS)						
1(b)(1) Re-Engineering						
1(c)(2) Migration						
1(d)(3) Modernization						
1(e) ERP						
Cybersecurity (Element #2):	**0**	**0**	**0**	**0**	**0**	**0**
2(a) Assess software application vulnerabilities and threats using RMF						
2(b) Risk Management Principles and Information Security Requirements						
IT Business Analysis (Element #3):	**0**	**0**	**0**	**0**	**0**	**0**
3(a) Requirements Analysis						
3(b) Testing, Validation and Verification						
3(c) Service Desk						
3(d) Functional Business Area Expert (FBAE)						
Programming Lang/Frameworks (Element #4):	**0**	**0**	0	**0**	**0**	**0**
4(a) Any 2: Java, COBOL, PowerBuilder, .NET, ColdFusion, C#						
4(b) Any 2: JavaScript, Perl, SQL, PYTHON, PHP						
4(c) Any 1: SWIFT, Ruby On Rails, JavaScript MV* Frameworks, Spark						
Tools/Dev Method (Element #5):	**0**	**0**	**0**	**0**	**0**	**0**
5(a) Security						
5(b) Quality						
5(c) Testing						
5(d) Development Methodology						
Platform/Environ (Element #6):	**0**	**0**	**0**	**0**	**0**	**0**
6(a) Mainframe, Mid-tier/Client-server, Web Services						
6(b) Customer's facility						
6(c) Commercial, Non-commercial, Hybrid Cloud						
6(d) DISA DECC or DoD computing facility						
Database Comp (Element #7):	**0**	**0**	**0**	**0**	**0**	**0**
7(a) RDBMS						
7(b) NoSQL						
7(c) Data store support for RDBMS or NoSQL						
Mobile/IoT (Element #8):	**0**	**0**	**0**	**0**	**0**	**0**
8(a) New Mobile Application Development						
8(b) Redesigned legacy system to work or on mobile device						
8(c) Automatic Identification Technology (AIT)						
Server Operating Systems (Element #9):						
COTS/GOTS/FOSS Software (Element #10):						

SBEAS CROSS-REFERENCE MATRIX (Offeror: _____)						
	Past Performance Narrative 1	**Past Performance Narrative 2**	**Past Performance Narrative 3**	**Past Performance Narrative 4**	**Past Performance Narrative 5**	**Past Performance Narrative 6**
Contract Number	**Contract Number**	**Contract Number**	**Contract Number**	**Contract Number**	**Contract Number**	**Contract Number**
Customer/Organization Name	**Customer/Organization Name**	**Customer/Organization Name**	**Customer/Organization Name**	**Customer/Organization Name**	**Customer/Organization Name**	**Customer/Organization Name**
Project Title	**Project Title**	**Project Title**	**Project Title**	**Project Title**	**Project Title**	**Project Title**
Period of Performance	**Period of Performance**	**Period of Performance**	**Period of Performance**	**Period of Performance**	**Period of Performance**	**Period of Performance**
Customer Phone Number	**Customer Phone Number**	**Customer Phone Number**	**Customer Phone Number**	**Customer Phone Number**	**Customer Phone Number**	**Customer Phone Number**
Customer E-mail	**Customer E-mail**	**Customer E-mail**	**Customer E-mail**	**Customer E-mail**	**Customer E-mail**	**Customer E-mail**
FACTOR 2: PAST PERFORMANCE						
Sub-Factor 1: Life-cycle Software Services	**0**	**0**	**0**	**0**	**0**	**0**
1(a) System Architect and Design						
1(b) Technical Solution, Design, Creation and Implementation						
1(c) Software Development Methodologies						
1(d) Information Web Services Development and Testing						
1(e) Mobile or Internet of Things (IoT)						
1(f) Information Display Solutions and Services						
1(g) Database Development or Conversion						
1(h) Automated Integration Testing and Implementation						
1(i) System Migration						
1(j) Application/System/Database/Interface Administration						
1(k) Modification of F3I or Interface an In-Service Configuration Item						
1(l) Hardware Technology Refresh						
1(m) Software Modernization						
1(n) Decommission Planning and Execution						
Sub-factor 2: Cybersecurity	**0**	**0**	**0**	**0**	**0**	**0**
2(a) Confidentiality						
Integrity						
Availability						
2(b) Authentication						
Authorization						
Accountability (nonrepudiation))						
Sub-Factor 3: IT Business Analysis	**0**	**0**	**0**	**0**	**0**	**0**
3(a) Functional Business Area Expertise (FBAE) - area one (1)						
Functional Business Area Expertise (FBAE) - area two (2)						
3(b) Service desk, field and technical support						

SBEAS Self Scoring Worksheet Instructions

Note 1: Only enter responses in columns C and F
Note 2: Do not alter columns A, B, and D. Column E will auto-populate points and Column G is for Government use only.
Note 3: For acronyms found on the Self-Scoring Worksheet, refer to the "acronyms list" tab.
Note 4: Use the instructions to offerors criteria in Section L 3.1.2 and 3.1.3; the evaluation criteria in Section M, 3.1.2 and 3.1.3; and the Definition of Terms in Section J, Attachment 7 to develop a clear understanding of the technical elements on the self scoring worksheet.

Step 1: Enter the Offeror name in Row 4 of the Self Scoring Worksheet
Step 2: Complete Column C to Claim Points In Column C, the Offeror shall check the box for points being claimed for any technical or non-technical element. The Offeror shall submit technical narrative (s) to support the points claimed.   (Refer to notes 3-4 above) The worksheet will auto populate the Offeror's score and provide a running total at the bottom of the worksheet.
Step 3: Complete Column F to provide TECHNICAL NARRATIVE Reference In Column F, the Offeror shall enter the technical narrative #, page # and paragraph # of the technical narrative(s) that supports each technical element claimed. The page and paragraph number shall be the same as those used in the CRM. The Non-Technical Element (Government Facility Clearance) **does not** require a technical narrative reference input. If multiple technical narratives are used for one element, reference each in the same cell, but on different lines. DO NOT separate with a semicolon. Ex. TN #1, Page 3 Para 5 TN#2, Page 6 Para 7 TN#5, Page 18 Para 2

Small Business Enterprise Applications Solutions
Solicitation No: FA8771-17-R-1000

SELF SCORING WORKSHEET

OFFEROR NAME:

ID	Technical Experience	Check box to each question as applicable	Point Value	Score	Technical Narrative Reference	Government Validation Score
1	**Life-Cycle Software Services - Max Points 1400**					
(a)	Provided development services to include design, build, test and implementation of an Information System (IS)	☐	500	0		
	Provided life-cycle software services for an IS to include but not limited to:					
(b)	(1) Re-Engineering	☐	200	0		
(c)	(2) Migration	☐	200	0		
(d)	(3) Modernization	☐	300	0		
(e)	ERP: Implemented <u>one</u> (1) Commercial-Off-The-Shelf (COTS), Government-Off-The-Shelf (GOTS) or Full and Open Source Software (FOSS) Enterprise Resource Planning Systems (ERPs) software package to satisfy complex business processes in the finance, personnel and/or supply chain/manufacturing domain for one or more customer organizations where the offeror's COTS, GOTS or FOSS ERP software implemetation was fielded for operational use by the customer OR Provide lifecycle software service support for one (1) COTS, GOTS or FOSS SW ERP software implementation for which the offeror was not the original implementer at initial deployment where <u>one</u> (1) of the following was demostrated: the offeror played a key role in working with the customer to develop, define and/or blueprint operational business rules that were implemented by the COTS, GOTS or FOSS ERP software package <u>or</u> the offeror performed gap analysis and developed resulting custom reports, interfaces, data conversions, and functional extensions to the COTS, GOTS or FOSS ERP software product	☐	200	0		
2	**Cybersecurity (formerly Information Assurance) - Max Points 800**					

(a)	Demonstrate knowledge and experience in providing services to assess software application vulnerabilities and threats using the Risk Management Framework (RMF).	☐	300	0		
(b)	Demonstrate knowledge and experience in incorporating risk management principles and information security requirements to prevent the loss of data Confidentiality, Integrity, and Availability using the following three (3) preventative technical controls; Authentication, Authorization, and Accountability	☐	500	0		
3	**IT Business Analysis - Max 700**					
	Provided services in the following areas:					
(a)	Requirements Analysis	☐	150	0		
(b)	Testing, Validation and Verification	☐	150	0		
(c)	Service Desk/Help Desk; any of the following Information Technology Service Desk domains: Access Management; Event Management; Incident Management; Problem Management; Request Fulfillment	☐	200	0		
(d)	Functional Business Area Expert	☐	200	0		
4	**Programming Languages/Frameworks - Max Points 700**					
(a)	Performed life-cycle software services for any 2: Java, COBOL, PowerBuilder, .NET, ColdFusion, C#	☐	200	0		
(b)	Performed life-cycle software services for any 2: JavaScript, Perl, SQL, PYTHON, PHP	☐	200	0		

(c)	Performed life-cycle software services for any 1: SWIFT, Ruby On Rails, JavaScript MV* Frameworks, Spark	☐	300	0	
5	**Tools/Software Development Methodology - Max Points 600**				
(a)	Security - Used COTS, GOTS or FOSS tool in the functional area of Security to include but not limited to: Fortify, Sonatype, AppScan	☐	150	0	
(b)	Quality - Used COTS, GOTS or FOSS tool in the functional area of Quality to include but not limited to: Sonar, AppDynamic, CAST Code Analysis Tool	☐	150	0	
(c)	Testing - Used COTS, GOTS or FOSS tool in the functional area of Testing to include but not limited to: HP Application Lifecycle Management, Selenium, Quick Test Pro	☐	150	0	
(d)	Methodologies - Used an current and emerging development methodology such as Agile.	☐	150	0	
6	**Platforms/Environments - Max Points 500**				
(a)	Mainframe, Mid-tier/Client-server, or Web Services - Implemented an Information System into any of the following: mainframe, mid-tier/client-server, web services	☐	100	0	
(b)	Customer's Facility - Provided support services in the customer's facility (e.g. not Offeror's home office) of a non-DoD or DoD mainframe, mid-tier/client-server, web services	☐	100	0	
(c)	Commercial, Non-commercial, or Hybrid Cloud - Developed or modified an existing Information System to operate within or migrate to a commercial, non-commercial or hybrid cloud	☐	100	0	

(d)	Defense Information Systems Agency [DISA] Enterprise Computing Center [DECC] or DoD Computing Facility - Developed or modified an existing Information System to operate within a DECC or DoD computing facility	☐	**200**	**0**		
7	**Database Components - Max Points 500**					
(a)	Relational Database Management System (RDBMS) - Developed, designed or maintained RDBMS databases to include but not limited to: Oracle, SQL Server, DB2, SyBase, Postgresql, MariaDB, JasperSoft, MySQL	☐	**200**	**0**		
(b)	Not Only Structured Query Language (NoSQL) -Developed, designed or maintained No-SQL databases to include but not limited to: Postgresql, Cassandra, MongoDB, Hadoop, Spark, CouchDB	☐	**200**	**0**		
(c)	RDBMS or NoSQL - Provided any of the following data store support services in a RDBMS or No-SQL databases: managing the current storage environment, providing application support, maintaining proper backup schedule, monitoring current storage environment or planning and execution of new installs	☐	**100**	**0**		
8	**Mobile/Internet of Things (IoT) - Max Points 300**					
(a)	Mobile Application Development - Developed and implemented a mobile application that runs on any of the following: Apple iPhone Operating System (IOS), Windows, Android	☐	**100**	**0**		
(b)	Mobile IT Programming Services - Redesigned a legacy system to work with or on a mobile device using any of the following: Apple iPhone Operating System (IOS), Windows, Android	☐	**100**	**0**		
(c)	Automatic Identification Technology (AIT) - Developed and implemented an Internet of "Things" (IoT) software-based solution to include, but not limited to: operating an AIT that runs on a handheld terminal, collecting data from sensors or using for Radio Frequency Identificaiton (RFID) (Active or Passive) to track and identify tags attached to equipment.	☐	**100**	**0**		
9	**Server Operating Systems - Max Points 300**					
	Provided server support to maintain the efficient operation for any of following: Windows Server, Red Hat Enterprise Linux, SUSE, UBUNTU	☐	**300**	**0**		
10	**COTS/GOTS/FOSS Software - Max Points 200**					

	Created and executed life-cycle software services on Information Systems in development, test or production environments by implementing COTS, GOTS or FOSS patches and upgrades	☐	200	0		
	Non-Technical Experience	**Check one box as applicable**	**Point Value**	**Score**		**Government Validation Score**
1	**Government Facility Clearance - Max Points 300**					
	Currently possess an active Government Secret Facility Clearance	☐	200	0		
	Currently possess an active Government Top Secret Facility Clearance	☐	300	0		

Total Score:	0

Acronyms List

.NET	dot net
AF	Air Force
AIT	Automatic Information Technology
COBOL	Common Business-Oriented Language
COTS	Commercial-Off-The-Shelf
DIACAP	DoD Information Assurance Certification and Accreditation Process
DEAMS	Defense Enterprise Accounting and Management System
DECC	Defense Information Systems Agency Enterprise Computing Center
DISA	Defense Information Systems Agency
DoD	Department of Defense
ECSS	Expeditionary Combat Support System
ERP	Enterprise Resource Planning
FOSS	Full and Open Source Software
GOTS	Government Off The Shelf
HP	Hewlett Packard
IOS	Iphone Operating System
IOT	Internet of Things
IS	Information System
NIST	National Institute of Standards and Technology
NoSQL	"non relational" or "not only SQL"
PHP	Hypertext Prepocessor
RDBMS	Relational Database Management System
RFID	Radio-Frequency Identification
RMF	Risk Management Framework
SME	Subject Matter Expert
SQL	Structured Query Language
SUSE	Software und System Entwicklung (German: Software and Systems Development)

Small Business Enterprise Application Solutions (SBEAS)
PAST PERFORMANCE QUESTIONNAIRE

SECTION I. ADMINISTRATIVE INFORMATION

A. Project Identification (To be filled out by the Offeror)	
Company Name:	
Representative Name:	
Title:	
Address:	
E-mail:	
Phone Number:	
Reference Contract Number/Order Number:	
Project Title:	
Total Period of Performance, Including Options: MM/YYYY - MM/YYYY or MM/YYYY - Present	
Project Summary:	

B. Customer Information (To be filled out by the Assessor)	
Name:	
Title:	
Agency or Customer:	
Phone Number:	
E-mail:	

SECTION II. PERFORMANCE EVALUATION (To be completed by Assessor or Assessor's representative listed in Section I.B) Sections A through D, the Assessor must choose one (1) Adjectival Rating by entering the rating in the rating box, as applicable. Section E shall be an overall assessment of the contractor's performance. At a minimum, for any rating that is checked Marginal or Unsatisfactory, please submit additional comments to substantiate the rating.

Adjectival Rating	Definition
Exceptional	Performance meets contractual requirements and exceeds many to the Organization's benefit. The contractual performance of the element or sub element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the Organization's benefit. The contractual performance of the element or sub element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor was effective.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Performance Evaluation Elements	Rating	Comments At a minimum, for any rating that is checked Marginal or Unsatisfactory, please submit additional comments to substantiate the rating.
A. Quality Of Service		
B. Schedule		
C. Cost Control		
D. Management		
E. OVERALL QUALITY		

SECTION III. DISTRIBUTION OF QUESTIONNAIRE

SUBMIT COMPLETED QUESTIONNAIRES TO THE FOLLOWING POCS:			
Organization:	Name:	Email:	Title:
AFLCMC/HIK	Shaneka K. Brown	Shaneka.Brown@us.af.mil	PCO
AFLCMC/HIK	Britney B. Jenkins	Britney.Jenkins@us.af.mil	Contract Specialist
AFLCMC/HIK	Thomas E. Corum	Thomas.Corum@us.af.mil	Contract Specialist

SECTION IV. CERTIFICATION

Digital or Wet Signature Of Assessor: (Rating must be provided by Program Manager or Contracts Representative with cognizance over the project for the period of performance)	

Table of Contents

Definition of Terms

1. ***Administration/Administrators, Types of***

1.1. Application Administrator

2. ***Application administrators are responsible for installing, updating, configuring, loading tuning, upgrading, diagnosing, monitoring and keeping the package up and running for internal and third-party applications. The applications they support can also include DevOps***

"DevOps" is an emerging set of principles, methods, and practices for communication, collaboration and integration between software development (application/software engineering) and IT operations (systems administration/infrastructure) professionals. Source: Department of Defense Cloud Computing Strategy

DevOps is an agile relationship between development and IT operations. The goal of DevOps is to change and improve the relationship by advocating better communications and collaboration between development and operations.

Enterprise Resource Planning (ERP) Systems or applications to support the Internet of "Things" (IoT).

2.1. Database Administrators (DBAs)

Database Administrators (DBAs)/Database Administration includes the creating, maintaining, backing up, querying, tuning, and assigning user rights controlling access of an application or Information System (IS) databases.

2.2. Interface Administrator

Interface Administrators are responsible for creating, monitoring, updating, and maintaining application/IS interfaces and ensuring the interfaces exchange data properly.

2.3. System Administrator (SysAdmin)

For this contract, a SysAdmin does not administer the infrastructure or servers supporting an IS which runs in a computing facility (such as the Global Combat Support System-Air Force (GCSS-AF) or Defense Information Systems Agency (DISA)) – those services are provided under the Air Force NetCents NetOps and Infrastructure Solutions Full and Open Contract.

A SysAdmin administers and manages systems, specifically, either the servers that support an Information System (IS) or the servers in a development and test environment. The SysAdmin is responsible for installing, updating (server software), configuring, tuning, upgrading, diagnosing, monitoring and generally keeping the server operational and in compliance with security mandates. SysAdmins are also responsible for backing up, managing and restoring data as well as providing technical support to the server users.

3. Application Software

Application software is the software installed onto an Operating System. Applications are written to run under the various Operating Systems. Applications include things like word processing programs, spread sheets, email software, etc.

4. Approved Products List (APL)

4.1. Department of Defense Information Network Approved Products List (DODIN APL)

The DODIN APL is established in accordance with the Unified Capabilities Requirements (UCR 2013) document and mandated by the DOD Instruction (DODI) 8100.04, *Unified Capabilities*. Its purpose is to maintain a single consolidated list of products that have completed Interoperability (IO) and Cybersecurity certification. Use of the DODIN APL allows DOD Components to purchase and operate systems over all DOD network infrastructures. This is the link for the DODIN APL: https://aplits.disa.mil/processAPList.action Common Access Card (CAC) with Personal Identification Number (PIN) is required.

4.2. Air Force Evaluated/Approved Products Listing (AF E/APL)

The AF E/APL is established in accordance with Air Force Manual (AFMAN) 17-1203, *Information Technology (IT) Asset Management (ITAM)*. All software products for use on Air Force networks must be evaluated and certified/assessed by the appropriate Security Control Assessor (SCA), formerly known as the Certification Authority according to AFI 17-101, *Risk Management Framework (RMF) for Air Force Information Technology (IT)*. The list of evaluated products can be found at https://cs2.eis.af.mil/sites/10336/lists/cotsgots%20software/epl.aspx

5. Architecture

The structure of components, their relationships, and the principles and guidelines governing their design and evolution over time.

5.1. Architecture Models and Views and Architectural Description

The Department of Defense Architecture Framework (DoDAF) enables architectural content that is "Fit-for-Purpose" as an architectural description consistent with specific project or mission objectives.

Visualizing architectural data is accomplished through models. Models can be documents, spreadsheets, dashboards, or other graphical representations and serve as a template for organizing and displaying data in a more easily understood format. When data is collected and presented as a "filled-in" model, the result is called a view. Organized collections of views (often representing processes, systems, services, standards, etc.) are referred to as viewpoints, and with appropriate definitions are collectively called the Architectural Description.

5.2. Enterprise Architecture

The explicit description and documentation of the current and desired relationships among business and management processes and Information Technology (IT).

5.3. Integrated Architecture

An architecture consisting of multiples views or perspectives facilitating integration and promoting interoperability across capabilities and among integrated architectures". The term integrated means that data required in more than one instance in architectural views is commonly understood across those views.

6. *Automatic Identification Technology (AIT)*

A suite of technologies enabling the automatic capture of data, thereby enhancing the ability to identify, track, document, and control assets (e.g., materiel), and deploying and redeploying forces, equipment, personnel, and cargo. AIT encompasses a variety of data storage or carrier technologies such as linear bar codes, two-dimensional symbols, magnetic strips, integrated circuit cards, or satellite tracking transponders and Radio Frequency Identification (RFID) tags used for marking or tagging individual items, equipment, air pallets, or containers. AIT is also referred to commercially as automatic identification data capture.

7. *Build*

(noun) A version of software that meets a specified subset of the requirements that the completed software will meet or the period of time during which such a version is developed. Note: It may take several builds to reach a releasable version.

(verb) The process by which source code is converted into a stand-alone form that can be run on a computer or to the form itself. One of the most important steps of a software build is the compilation process, where source code files are converted into executable code.

8. *Business Analysis*

Business analysis is the practice of enabling change in an enterprise by defining needs and recommending solutions that deliver value to stakeholders. Business analysis enables an enterprise to articulate needs and the rationale for change, and to design and describe solutions that can deliver value.

Business analysis is performed on a variety of initiatives within an enterprise. Initiatives may be strategic, tactical, or operational. Business analysis may be performed within the boundaries of a project or throughout enterprise evolution and continuous improvement. It can be used to understand the current state, to define the future state, and to determine the activities required to move from the current to the future state.

Business analysis can be performed from a diverse array of perspectives. The Guide to the Business Analysis Body of Knowledge (BABOK® Guide) describes several of these perspectives: agile, business intelligence, information technology, business architecture, and business process management. One or many perspectives may apply to an initiative.

9. Business Process

A business process refers to a wide range of structured, often chained, activities or tasks conducted by people or equipment to produce a specific service or product for a particular user or consumer. Business processes are implemented to accomplish a predetermined organizational goal. Business processes occur at all organizational levels; some are visible to customers, while others are not.

The term business process may also refer to the cumulative effects of all steps progressing toward a business goal. This sequence of steps can be most clearly depicted using a flowchart.

10. Business Use Case

A business use-case model is a model that describes the processes of a business and their interactions with external parties like customers and partners.

11. Capability

The ability to achieve a desired effect under specified [performance] standards and conditions through combinations of ways and means [activities and resources] to perform a set of activities.

12. Cloud Terminology

12.1. Cloud Computing

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 cloud model is composed of five essential characteristics, three service models, and four deployment models.

12.2. Cloud Service Provider (CSP)

An organization, commercial or Private, that offers/provides Cloud Services. Unqualified use of the term refers to any or all Cloud Service Providers, DoD or non-DoD.

12.2.1. Commercial CSP

Refers to a Non-DoD Non-Federal Government organization offering cloud services to the public and/or government customers as part of a business venture, typically for a fee with the intent to make a profit.

12.2.2. DoD CSP

Refers to a DoD organization offering Cloud Services which may be owned and operated by DoD or a contractor for the benefit of the Department (e.g., milCloud). Such services will typically be offered under a cost recovery model. A DoD CSP may offer cloud services to non-DoD mission partners

12.2.3. Non-DoD CSP

Refers to a commercial or Federal Government owned and operated CSP.

12.3. Deployment Methods

12.3.1. *Private Cloud*

The cloud infrastructure is provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.

12.3.2. *DoD Private Cloud*

A DoD Community Cloud provides services for the exclusive use of one or more DoD customer organizations; supporting multiple DoD tenants or DoD sponsored tenants in the same cloud. The DoD maintains ultimate authority over the usage of the cloud services, and any non-DoD use of services must be authorized and sponsored through the DoD. Resources providing the cloud services must be dedicated to DoD use and have physical separation from resources not dedicated to DoD use. MilCloud is the DoD private cloud built and operated by the Defense Information Systems Agency (DISA).

12.3.3. *Community Cloud*

The cloud infrastructure is provisioned for exclusive use by a specific community of consumers from organizations that have shared concerns (e.g., mission, security requirements, policy, and compliance considerations). It may be owned, managed, and operated by one or more of the organizations in the community, a third party, or some combination of them, and it may exist on or off premises.

12.3.4. *Federal Government Community Cloud*

A community cloud offered for use by multiple Federal Government organizations (which include the DoD). Resources providing the cloud services must be dedicated to Federal Government use and require physical separation from non-Federal customers.

12.3.5. *Public Cloud*

The cloud infrastructure is provisioned for open use by the general public. It may be owned, managed, and operated by a business, academic, or government organization, or some combination of them. It exists on the premises of the cloud provider.

12.3.6. *Hybrid cloud*

The cloud infrastructure is a composition of two or more distinct cloud infrastructures (private, community, or public) that remain unique entities, but are bound together by standardized or proprietary technology that enables data and application portability (e.g., cloud bursting for load balancing between clouds).

12.4. Essential Characteristics

12.4.1. *On-demand self-service*

A consumer can unilaterally provision computing capabilities, such as server time and network storage, as needed automatically without requiring human interaction with each service provider.

12.4.2. Broad network access

Capabilities are available over the network and accessed through standard mechanisms that promote use by heterogeneous thin or thick client platforms (e.g., mobile phones, tablets, laptops, and workstations).

12.4.3. Resource pooling

The provider's computing resources are pooled to serve multiple consumers using a multi-tenant model, with different physical and virtual resources dynamically assigned and reassigned according to consumer demand. There is a sense of location independence in that the customer generally has no control or knowledge over the exact location of the provided resources but may be able to specify location at a higher level of abstraction (e.g., country, state, or datacenter). Examples of resources include storage, processing, memory, and network bandwidth.

12.4.4. Rapid elasticity

Capabilities can be elastically provisioned and released, in some cases automatically, to scale rapidly outward and inward commensurate with demand. To the consumer, the capabilities available for provisioning often appear to be unlimited and can be appropriated in any quantity at any time.

12.4.5. Measured service

Cloud systems automatically control and optimize resource use by leveraging a metering capability1 at some level of abstraction appropriate to the type of service (e.g., storage, processing, bandwidth, and active user accounts). Resource usage can be monitored, controlled, and reported, providing transparency for both the provider and consumer of the utilized service.

12.5. Service Models

12.5.1. Software as a Service (SaaS)

The capability provided to the consumer is to use the provider's applications running on a cloud infrastructure2. The applications are accessible from various client devices through either a thin client interface, such as a web browser (e.g., web-based email), or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

12.5.2. Platform as a Service (PaaS)

The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages, libraries, services, and tools supported by the provider.3 The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly configuration settings for the application-hosting environment.

12.5.3. Infrastructure as a Service (IaaS)

The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, and deployed applications; and possibly limited control of select networking components (e.g., host firewalls).

13. Commercial Item

Any item, other than real property, that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and--

a. Has been sold, leased, or licensed to the general public; or,
b. Has been offered for sale, lease, or license to the general public

14. Commercial Off-The-Shelf (COTS)

Any item of supply that is

a. A commercial item (reference commercial item definition)
b. Sold in substantial quantities in the commercial marketplace and
c. Offered to the government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace.

15. Cybersecurity

Measures that protect and defend DoD information and information technology (IT) from damage, and restoring the computers, electronic communications systems, electronic communications services, wire communication, and electronic communication, including information contained therein, to ensure its availability, integrity, authentication, confidentiality, and nonrepudiation. This includes providing for the restoration of information systems by incorporating protection, detection, and reaction capabilities. DoD information includes information that is entered, processed, transmitted, stored, retrieved, displayed, or destroyed.

15.1. Confidentiality

Preserving authorized restrictions on information access and disclosure, including means for protecting personal privacy and proprietary information.

15.2. Integrity

Guarding against improper information modification or destruction, and includes ensuring information non-repudiation and authenticity.

15.3. Availability

Ensuring timely and reliable access to and use of information.

15.4. Authentication

Verifying the identity of a user, process, or device, often as a prerequisite to allowing access to resources in an information system.

15.5. Authorization

Access privileges granted to a user, program, or process or the act of granting those privileges.

15.6. Accountability (Nonrepudiation)

A security service that provides protection against false denial of involvement in a communication. A method of guaranteeing message transmission between parties via digital signature and/or encryption.

16. Data

Representation of information in a formalized manner suitable for communication, interpretation, or processing by humans or by automatic means. Examples could be whole models, packages, entities, attributes, classes, domain values, enumeration values, records, tables, rows, columns, and fields.

17. Data Store

A data store is a repository for persistently storing collections of data, such as a database, a file system or a directory. The data stored can be any type rendered in digital format and placed in electronic media. Examples include text, image, video files and audio files.

18. Database

A collection of related data stored in one or more computerized files in a manner that is accessible by users or computer programs via a database management system.

19. Database Conversion

Database conversion deals with changes required to move or convert data from one physical environment format to that of another, like moving data from one electronic medium or database product onto another format.

20. Database Management System

An integrated set of computer programs that provides the capabilities needed to establish, modify, make available, and maintain the integrity of a database.

21. Decommission Planning and Execution

Decommission planning and execution of a legacy system must be performed in a way that preserves data and application logic, appropriately notifies and coordinated with affected parties, and disposes of hardware and software in compliance with established federal guidelines. The following identify key elements of a decommission plan.

21.1. Software Archive

This section describes the plan for archiving the software library files and related documentation in the system being decommissioned, including which software will be archived, and in which format. The intent of the software archive is to provide sufficient stored software so that the system could be re-initiated if necessary. Software associated with decommissioned systems should be archived based on the records disposition schedules.

21.2. Documentation Archive

This section describes the plan for archiving the hard copy and soft copy user documentation for the system(s) being decommissioned, including which documentation will be archived and in which format. The intent of the documentation storage is to provide sufficient archived documentation so that the system could be re-initiated and used if necessary.

Documentation associated with decommissioned systems should be archived based on the records disposition schedules.

21.3. Data Archive

This section describes the plan for archiving data files and related documentation of the system being decommissioned. Any data that has not been migrated to the receiving/target system should be archived based on Air Force policy for records retention.

This section includes an outline on which data will migrate, which data will be archived, and data formats.

21.4. Security Archive

This section describes the system security and access rights associated with the legacy system in order to provide the necessary security information in the decommission plan so that the system could be reconstituted with the same security considerations, if necessary. The inclusion of the legacy system's security overview ensures that the applicable security considerations become part of the archive.

This section also identifies the impacts to the enterprise security posture caused by the decommissioning of the system and the rationale for changes to the authorization boundaries that are impacted by the decommissioning of the system. Identify and address impacts to

common controls provided by the legacy system and the systems that rely upon those common controls.

22. *Department of Defense Architecture Framework (DoDAF)*

The Department of Defense Architecture Framework (DoDAF) is the overarching, comprehensive framework and conceptual model enabling the development of architectures to facilitate the ability of Department of Defense (DoD) managers at all levels to make key decisions more effectively. The DoDAF serves as one of the principal pillars supporting the DoD Chief Information Officer (CIO) in his responsibilities for development and maintenance of architectures required under the Clinger-Cohen Act. DoDAF is prescribed for the use and development of Architectural Descriptions in the Department. It also provides extensive guidance on the development of architectures supporting the adoption and execution of Net-centric services within the Department.

DoD Components are expected to conform to DoDAF to the maximum extent possible in development of architectures within the Department. Conformance ensures that reuse of information, architecture artifacts, models, and viewpoints can be shared with common understanding.

Model	Description
Operational Views (OV)	
OV-1: High-Level Operational Concept Graphic	The high-level graphical/textual description of the operational concept.
OV-2: Operational Resource Flow Description	A description of the Resource Flows exchanged between operational activities.
OV-3: Operational Resource Flow Matrix	A description of the resources exchanged and the relevant attributes of the exchanges.
OV-4: Organizational Relationships Chart	The organizational context, role or other relationships among organizations.
OV-5a: Operational Activity Decomposition Tree	The capabilities and activities (operational activities) organized in a hierarchal structure.
OV-5b: Operational Activity Model	The context of capabilities and activities (operational activities) and their relationships among activities, inputs, and outputs; Additional data can show cost, performers, or other pertinent information.
OV-6a: Operational Rules Model	One of three models used to describe activity (operational activity). It identifies business rules that constrain operations.
OV-6b: State Transition Description	One of three models used to describe operational activity (activity). It identifies

Model	Description
	business process (activity) responses to events (usually, very short activities).
OV-6c: Event-Trace Description	One of three models used to describe activity (operational activity). It traces actions in a scenario or sequence of events.
System Views (SV)	
SV-1 Systems Interface Description	The identification of systems, system items, and their interconnections.
SV-2 Systems Resource Flow Description	A description of Resource Flows exchanged between systems.
SV-3 Systems-Systems Matrix	The relationships among systems in a given Architectural Description. It can be designed to show relationships of interest, (e.g., system-type interfaces, planned vs. existing interfaces).
SV-4 Systems Functionality Description	The functions (activities) performed by systems and the system data flows among system functions (activities).
SV-5a Operational Activity to Systems Function Traceability Matrix	A mapping of system functions (activities) back to operational activities (activities).
SV-5b Operational Activity to Systems Traceability Matrix	A mapping of systems back to capabilities or operational activities (activities).
SV-6 Systems Resource Flow Matrix	Provides details of system resource flow elements being exchanged between systems and the attributes of that exchange.
SV-7 Systems Measures Matrix	
SV-8 Systems Evolution Description	The planned incremental steps toward migrating a suite of systems to a more efficient suite, or toward evolving a current system to a future implementation.
SV-9 Systems Technology & Skills Forecast	The emerging technologies, software/hardware products, and skills that are expected to be available in a given set of time frames and that will affect future system development.
SV-10a Systems Rules Model	One of three models used to describe system functionality. It identifies constraints that are imposed on systems functionality due to some aspect of system design or implementation.

Model	Description
SV-10b Systems State Transition Description	One of three models used to describe system functionality. It identifies responses of systems to events.
SV-10c Systems Event-Trace Description	One of three models used to describe system functionality. It identifies system-specific refinements of critical sequences of events described in the Operational Viewpoint.

23. Design, Software

The process of implementing software solutions to one or more sets of problems. One of the main components of software design is the software requirements analysis (SRA). SRA is a part of the software development process that lists specifications used in software engineering. Design includes but is not limited to: system design dataflow diagrams/documentation, data modeling, and preliminary design reviews (PDR) and critical design reviews (CDR).

24. Deployment

The relocation of materiel (to include software deployment) to desired operational areas. Deployment encompasses all activities from origin through destination.

A deployment either introduces a new release into the production environment or expands the user base of existing functionality. Deployment includes training and information systems (IS) operations activities such as service desk support.

25. Development

The process of working out and extending the theoretical, practical, and useful applications of a basic design or idea. Design, building, modification, or improvement of the software prototype as determined by the basic idea or concept. Includes all efforts directed toward programs engineered for service use but which have not yet been approved for operation, and all efforts directed toward development engineering and test of systems, and support programs that have been approved for production and service deployment.

25.1. Software Development

Software development is the process of computer programming (using a Programming Language), documenting, testing, and bug fixing involved in creating and maintaining applications, information systems (ISs) and frameworks resulting in a software product. Software development is a process of writing and maintaining the source code, but in a broader sense, it includes all that is involved between the conception of the desired software through to the final manifestation of the software. Therefore, software development may include research, new development, prototyping, modification, reuse, re-engineering, maintenance, or any other activities that result in software products.

26. DevOps

"DevOps" is an emerging set of principles, methods, and practices for communication, collaboration and integration between software development (application/software engineering) and IT operations (systems administration/infrastructure) professionals. Source: Department of Defense Cloud Computing Strategy

DevOps is an agile relationship between development and IT operations. The goal of DevOps is to change and improve the relationship by advocating better communications and collaboration between development and operations.

27. Enterprise Resource Planning (ERP) Systems

A configurable, packaged, commercial software package designed to enable an organization to integrate and manage the efficient and effective use of resources by providing a total, integrated solution for the organization information-processing needs. Consider a supply chain system which tracks information from procurement and inventory to automatically raise purchase orders for approval; and is capable of generating multiple reports on a single click. ERP systems are capable of accessing data from all the modules and run it as an enterprise-wide system. ERPs tend to be very large, involve a multitude of stakeholders, and take a long time and considerable cost to implement.

27.1. ERP Commercially Available Off-the-Shelf (COTS)

Packages available commercially for purchase. Organizations adopt these packages for many benefits such as outsourced system maintenance, system improvements and error corrections.

27.2. Implementation and support of ERP solutions

The ERP implementation process includes identifying the mismatch between COTS product selected and the organizational goals, recruiting an implementation team in-house or selecting a contractor for the transition of legacy onto the new system fall under the implementation phase. Other activities included in this phase are: ERP set-ups, development effort for customizations required, data transfer from legacy to ERP, training of end-users and deployment.

27.3. ERP Support

The maintenance/support phase refers to addressing problems post deployment. Any updates in the ERP package or issues encountered by the end users are corrected with the help of the implementation contractor or ERP vendor; based on the contract terms identified during the acquisition and implementation phases.

28. Enterprise Service

Any capability provided for broad use across the Department of Defense (DoD) that enables awareness of, access to, or delivers information across DoD networks.

  a. Enterprise services may be provided by any source within the DoD or any trusted partners.

b. Enterprise services providing data or information must be authoritative and, therefore, trusted as being accurate, complete, and having assured integrity. Authoritative information has a pedigree that can be traced to a trusted source.

c. Enterprise services include environments that are composed of multiple service layers such as the infrastructure, infrastructure services, platform services, common user services, enterprise service management, and mission assurance services.

29. Environment

Aggregate of external procedures, conditions, and objects affecting the development, operation, and maintenance of an information system (IS).

30. Framework

A framework, or software framework, is a platform for developing software. It provides a foundation on which software developers can build programs for a specific platform. For example, a framework may include predefined classes and functions that can be used to process input, manage hardware devices, and interact with system software. This streamlines the development process since programmers don't need to reinvent the wheel each time they develop new software.

A framework is similar to an application programming interface (API), though technically a framework includes an API. As the name suggests, a framework serves as a foundation for programming, while an API provides access to the elements supported by the framework. A framework may also include code libraries, a compiler, and other programs used in the software development process.

31. Free and Open Source Software (FOSS)

FOSS is software licensed to users under an open source license, which generally allows users the freedom to access and use the software source code for any purpose, to study and modify the software, and to redistribute copies of the original and modified software without payment of royalties. This is the DoD website for sharing Government/DoD FOSS: http://forge.mil/

Open source software is allowed in DoD systems, as long as it passes all the certification testing required of COTS, GOTS, and newly developed software. To check for the latest policy on open source software check the DoD Chief Information Office website: http://www.defenselink.mil/cio-nii/

32. Form, Fit, Function, and Interface (F3I)

A concept used for the update or upgrade of a system whereby only a portion or subsystem of the entire system is replaced. The updated item is said to be Form/Fit/Function and interface compatible when it can be inserted into the existing system without impacting system operation.

33. Functional Business Area Expert (FBAE)

Recognized for strong expertise in industry issues and trends. Utilizes functional area expertise gained through direct industry experience to assess the operational and functional baseline of an

Information System (IS) and the functional business process. Identifies information technology inadequacies or deficiencies affecting the functional area's ability to support or meet stakeholder requirements.

34. Government Off the Shelf (GOTS)

Government-off-the-Shelf (GOTS) refers to software and hardware products that are developed and owned by a government entity and ready-to-use to meet unique government requirements.

Typically GOTS are developed by the technical staff of the government agency for which it is created. It is sometimes developed by an external entity, but with funding and specification from the agency. Because agencies can directly control all aspects of GOTS products, these are sometimes preferred for government purposes.

GOTS software solutions can normally be shared among government agencies without additional cost to the government. GOTS hardware solutions are typically provided at cost (meaning research and development costs are not recouped).

35. Implementation

Planning; coordinating; scheduling; deploying/installing (or providing all needed technical assistance to deploy/install) and transitioning a technical solution (e.g. information system) into the operational environment. Implementation services also include performing data conversion before loading data into the system and training appropriate personnel on the operation and use of the technical solution.

36. Information Assurance (IA)

DoDI 8500.01 *Cybersecurity*, 24 March 2014 adopts the term "cybersecurity" as it is defined in National Security Presidential Directive (NSPD)-54/Homeland Security Presidential Directive (HSPD)-23 to be used throughout DoD instead of the term "information assurance (IA)" Refer to Cybersecurity.

37. Information Display Solutions and Services

37.1. Dashboard

A dashboard is a data visualization tool that displays the current status of metrics and key performance indicators (KPIs) for an enterprise. Dashboards consolidate and arrange numbers, metrics and sometimes performance scorecards on a single screen.

37.2. Mashup

A mashup is a Web page or application that integrates complementary elements from two or more sources. Mash-ups are often defined by the type of content that they aggregate. A content mash-up, for example, brings together various types of content for presentation through an interface. That content could include -- among other things -- text, data feeds, video and social updates. An enterprise mash-up typically combines internal corporate data and applications with externally sourced data, SaaS (software as a service) and Web content. Business mash-ups

might also provide integration with the business computing environment, data governance, business intelligence (BI)/ business analytics (BA), more sophisticated programming tools and more stringent security measures.

37.3. Portal

A portal is a specially-designed web site that brings information together from diverse sources in a uniform way. Usually, each information source gets its dedicated area on the page for displaying information (a portlet); often, the user can configure which ones to display.

37.4. Rich Internet Application (RIA)

A web-based application that has some characteristics of graphical desktop applications. A typical Rich Internet Application is decomposed into three layers: the presentation layer, business layer, and data layer. RIA frameworks include: Curl, Adobe Flash/Adobe Flex/AIR, Java/JavaFX, uniPaaS, and Microsoft Silverlight.

38. Information System (IS)

A discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information. IS can include as constituent components, a range of diverse computing platforms from high-end supercomputers to personal digital assistants and cellular telephones. IS can also include very specialized systems and devices (e.g., telecommunications systems, industrial/process control systems, testing and calibration devices, weapons systems, command and control systems, and environmental control systems).

38.1. Federal Information System

A federal information system is an information system used or operated by an executive agency, by a contractor of an executive agency, or by another organization on behalf of an executive agency.

39. Information Technology (IT)

Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources.

40. Information Technology (IT) Service Desk

As the single primary point of contact, the Service Desk is the interface between the user and the service. If there is an issue whether it is an unclear Event or Alert message, an Incident or Problem, or an Access issue, the user is going to contact the Service Desk for assistance if the issue cannot be resolved through self-help methods.

The purpose of the Service Desk is to:

a. Be primary contact point for all calls, questions, service requests, complaints, and remarks
b. Be primary provider of ongoing monitoring and management of mission partner satisfaction through appropriate communication channels
c. Manage the incident lifecycle

40.1. Access Management

The process of granting authorized users the right to use a service while preventing access to non-authorized users. The process provides the ability to control and track who has access to data and services ("who" may be another system, service, or process, as well as an individual). It contributes to achieving the appropriate confidentiality, availability, and integrity of the command's data and includes levels of access to the service catalog for requesting services, access to data, and access to facilities.

40.2. Event Management

The process of identifying and prioritizing all events that occur throughout the IT infrastructure and establish the appropriate response to those events. Event Management monitors, filters, and notifies of actions and occurrences that have an effect on the services provided. This process is proactive and reactive. Proactively, Operations is notified of events that may cause service degradation and outages enabling operations to take steps necessary to avert any service level agreement (SLA) breach. Reactively, Event Management interfaces with Operations, Incident, Problem and Change Management to provide information and corrective actions for those events.

40.3. Incident Management

The process of restoring normal service operation as quickly as possible, minimizing the adverse impact on mission partner operations, thus ensuring that the best possible levels of service quality, security, and availability are maintained. The focus is on reducing the duration and consequences of service outages from a mission partner perspective; not on finding the root cause of the incident.

40.4. Problem Management

The process of preventing problems and incidents from happening, eliminate recurring incidents and minimizing the impact of incidents that cannot be prevented. Problem Management includes the activities required to diagnose the root cause of incidents, determining the resolution to those problems and providing workarounds to Incident Management.

40.5. Request Management

The process of fulfilling requests from users and routing each request to the appropriate process owner for handling within accepted service levels. Request Fulfillment is responsible for the entire lifecycle of the request.

41. Information Technology (IT) Services

The performance of any work related to IT and the operation of IT, including National Security Systems (NSS). This includes outsourced IT-based business processes, outsourced IT, and outsourced (e.g. contractor) information functions.

42. Internet of "Things" (IoT)

The IoT consists of two foundational aspects—1) the Internet itself and, 2) semi-autonomous devices (the "things") that leverage inexpensive computing, networking, sensing, and actuation capabilities to sense the physical world and act on it. Such devices have the capability to connect to the Internet—being Internet Protocol (IP) based—but may also be deployed in stand-alone IP networks not connected to the Internet.

The IoT scenario allows objects, animals or people unique identifiers and the ability to transfer data over a network with requiring human-to-human or human-to-machine interaction.

Examples of "things" in the IoT are a person with a heart monitor implant, a farm animal with a biochip transponder, an automobile with built-in sensors to alert the driver when tire pressure is low -- or any other natural or man-made object that can be assigned an IP address and provided with the ability to transfer data over a network.

43. Legacy System

A system or application in which an organization has already invested considerable time and money.

44. Life-Cycle Services

The scope of activities associated with a system, encompassing the system's initiation, development, implementation, operation and maintenance, and ultimately its disposal that instigates another system initiation.

45. Maintainability

The capability of an item to be retained in or restored to a specified condition when maintenance is performed by personnel having specified skill levels, using prescribed procedures and routines, at each prescribed level of maintenance and repair.

46. Migration

The process of moving from the use of one operating environment to another operating environment. Migration can involve upgrading to new hardware, new software or both.

46.1. Data Migration

Data migration is the process of transferring data between data storage systems, data formats or computer systems. A data migration project is usually undertaken to replace or upgrade servers or storage equipment, for a website consolidation, to conduct server maintenance or to relocate a data center.

46.2. System Migration

System migration involves moving a set of instructions or programs from one platform to another. Migration of systems may involve downtime, while the old system is replaced with a new one. Migration can be from a mainframe computer to more open systems such as Cloud Computing platforms.

A system migration may be performed using tools that automatically convert data from one form to another or using tools that convert code from one platform to another. A system migration my also involve using software than can run the code from the old system on the new system.

47. Mobile Application Development

The act or process by which application software is developed for mobile devices, such as personal digital assistants, enterprise digital assistants or mobile phones.

48. Mobile Information Technology (IT) Programming Services

Mobile IT is the ability to deliver IT services to employees working on mobile devices. Smart phones, tablets and other mobile devices are rapidly becoming the vehicle for doing business. Mobile IT is more than implementing a "bring your own device" (BYOD) program. Programming services for Mobile IT includes creating new applications or redesigning legacy systems to work -- and to work securely – with or on mobile devices.

49. Modernization

Software modernization means the conversion and rewriting of a legacy system, software libraries and protocols to a modern computer programming language and porting the new IS to a new hardware platform.

50. Modification

A configuration change to the Form, Fit, Function, and Interface (F3I) of an in-service, configuration-managed or produced Configuration Item (CI). Modifications are primarily defined by their purpose. A capability modification alters the F3I of an asset in a manner that requires a change to the existing system, performance, or technical specification of the asset. Such modifications are generally accomplished to add a new capability or function to a system or component, or to enhance the existing technical performance or **Error! Reference source not found.** (OE) of the asset. Some modification alter the F3I of an asset in a manner that does not change the existing system, performance, or technical specification of the asset. Such modifications are generally accomplished to correct product quality deficiencies, or to bring the asset in compliance with, or to maintain the established technical or performance specification(s) associated with the asset. Modifications may also include efforts with the primary purpose of improving the reliability, availability, maintainability, or supportability of an asset, or to reduce its ownership costs.

51. National Institute of Standards and Technology (NIST)

The National Institute of Standards and Technology (NIST) was founded in 1901 and is now part of the U.S. Department of Commerce. NIST in partnership with the Department of Defense

(DoD), the Office of the Director of National Intelligence (ODNI), and the Committee on National Security Systems (CNSS), has developed a common information security framework for the federal government and its contractors. The intent of this common framework is to improve information security, strengthen risk management processes, and encourage reciprocity among federal agencies.

From the smart electric power grid and electronic health records to atomic clocks, advanced nanomaterials, and computer chips, innumerable products and services rely in some way on technology, measurement, and standards provided by the National Institute of Standards and Technology.

NIST is working with many public and private sector entities to establish mappings and relationships between the security standards and guidelines developed by NIST and the International Organization for Standardization and International Electrotechnical Commission (ISO/IEC).

51.1. Federal Information Processing Standards (FIPS)

Federal Information Processing Standards (FIPS) are approved by the Secretary of Commerce and issued by NIST in accordance with the Federal Information Security Management Act (FISMA). FIPS are compulsory and binding for federal agencies. FISMA requires that federal agencies comply with these standards, and therefore, agencies may not waive their use.

51.2. Special Publications (SPs)

Special Publications (SPs) are developed and issued by NIST as recommendations and guidance documents. For other than national security programs and systems, federal agencies must follow those NIST Special Publications mandated in a Federal Information Processing Standard. FIPS 200 mandates the use of Special Publication 800-53, as amended. In addition, Office of Management and Budget (OMB) policies (including OMB Reporting Instructions for FISMA and Agency Privacy Management) state that for other than national security programs and systems, federal agencies must follow certain specific NIST Special Publications.

52. National Security System (NSS)

The term "national security system" means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—

   a. the function, operation, or use of which—
       (1) involves intelligence activities;
       (2) involves cryptologic activities related to national security;
       (3) involves command and control of military forces;
       (4) involves equipment that is an integral part of a weapon or weapons system; or
       (5) may be critical to the direct fulfillment of military or intelligence missions; or

b. is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.

53. Net-Centric

Relating to or representing the attributes of a robust, globally interconnected network environment (including infrastructure, systems, processes, and people) in which data are shared timely and seamlessly among users, applications, and platforms.

54. Operating System (OS)

Operating System is the System Software that makes a computer work. An Operating System (OS) is software that acts as an interface between the user and the hardware. OS examples are Windows or Linux.

55. Patch

An update to an operating system, application, or other software issued specifically to correct particular problems with the software.

56. Performance Tuning

The process of making an application, system, database, or interface work effectively as possible to deliver data faster. Performance tuning includes optimizing the configuration of the application and database servers to remove bottlenecks or increase throughput, tuning structured query language (SQL) queries or modifying code to improve efficiency.

57. Platform, Computer

A computer platform generally refers to the operating system and computer hardware *only*. The platform conforms to a set of standards that enable software developers to develop software applications for the platform. These same standards allow owners and managers to purchase appropriate applications and hardware.

58. Programming

Modifying code (includes but is not limited to removing cloned or dead code); adding new code; unit testing; documenting code.

58.1. Cloned Code

Redundant code caused by the common programming practice of replicating (or cloning) existing code and then customizing it to handle new demands on an application. An IT organization consequently spends corresponding amounts of its budget redundantly maintaining this code; a bug in one code fragment is also a bug in all of its hidden clones.

58.2. Dead Code

Unnecessary, inoperative code that can be removed without affecting the program functionality. Dead code includes functions and sub-programs that are never called, properties that are never

read or written, and constants and enumerations that are never referenced. Variables should be both read and written to. User-defined types can also be dead and a project may contain redundant application program interface (API) declarations. Even entire modules and classes can be completely redundant. The opposite of dead code is live, operational code. There are also several types of semi dead code, that is, live-looking code and controls that are not actually required at run-time.

59. Programming Language

In computer technology, a set of conventions in which instructions for the machine are written. An artificial language used to write instructions that can be translated into machine language and then executed by a computer. A compiled language is a language in which the set of instructions (or code) written by the programmer is converted into machine language by special software called a compiler prior to being executed. An interpreted language is a language in which the set of instructions (or code) written by the programmer is converted into machine language by special software called a compiler prior to being executed.

60. Radio Frequency Identification (RFID)

RFID is:

a. A means of identifying a <u>unique object or person</u> using a radio frequency transmission

b. Tags (or transponders) that <u>store information</u>, which can be transmitted wirelessly in an automated fashion

c. Readers (or interrogators) both stationary and hand-held <u>read/write information from/to tags</u>

60.1. Active RFID Tag

A radio frequency tag device that has the ability to produce its own radio signal not derived from an external radio source. Active RFID tags may hold relatively large amounts of data, are continuously powered, and are normally used when a longer tag read distance is desired.

60.2. Passive RFID Tag

A passive radio frequency tag that reflects energy from the reader or interrogator, or that receives and temporarily stores a small amount of energy from the reader and interrogator signal to generate the tag response.

61. Re-Engineering

Software Re-engineering is the examination and alteration of a system to reconstitute it in a new form. This process encompasses a combination of sub-processes such as reverse engineering, restructuring, recreating or updating documentation, forward engineering and retargeting.

62. Reliability

Reliability measures the probability that the system will perform without failure over a specified interval under specified conditions. Reliability must be sufficient to support the warfighting

capability needed in its expected operating environment. Considerations of reliability must support both availability metrics.

63. Requirements Analysis

The process of transforming stakeholder expectations into unique, quantitative, and measurable software requirements that can be used for defining a design solution for the software end products and related enabling products. This process also includes validation of the requirements to ensure that the requirements are well formed (clear and unambiguous), complete (agrees with customer and stakeholder needs and expectations), consistent (conflict free), and individually verifiable and traceable to a higher level requirement.

64. Risk Management Framework (RMF)

The six-step RMF includes security categorization, security control selection, security control implementation, security control assessment, information system authorization, and security control monitoring. The RMF promotes the concept of near real-time risk management and ongoing information system authorization through the implementation of robust continuous monitoring processes, provides senior leaders the necessary information to make cost-effective, risk-based decisions with regard to the organizational information systems supporting their core missions and business functions, and integrates information security into the enterprise architecture and system development life cycle. Applying the RMF within enterprises links risk management processes at the information system level to risk management processes at the organization level through a risk executive (function) and establishes lines of responsibility and accountability for security controls deployed within organizational information systems and inherited by those systems (i.e., common controls).

64.1. Security Requirements Guides (SRGs)

SRGs are collections of requirements applicable to a given technology family. SRGs represent an intermediate step between Control Correlation Identifiers (CCIs) and Security Technical Implementation Guides (STIGs). CCIs represent discrete, measurable, and actionable items sourced from Information Assurance (IA) controls defined in a policy, such as the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53. STIGs provide product-specific information for validating and attaining compliance with requirements defined in the SRG for that product's technology area.

There are four core SRGs: Application, Network, Operating System, and Policy. Each addresses the applicable CCIs in the context of the technology family. Subordinate to the core SRGs, there are Technology SRGs developed to address the technologies at a more granular level.

64.2. Security Technical Implementation Guides (STIGs)

The configuration standards for DoD IA and IA-enabled devices/systems. The STIGs contain technical guidance to "lock down" information systems/software that might otherwise be vulnerable to a malicious computer attack. Implementation guide geared to a specific product and version. Contains all requirements that have been flagged as applicable for the product which have been selected on a DoD baseline.

65. *Server Support Services*

Server support services include: setting up and maintaining servers for ongoing operations, calibrating the server environment and addressing many of the technical questions around the server systems.

66. *Software Assurance*

Software assurance is the level of confidence that software functions as intended and is free of vulnerabilities, either intentionally or unintentionally designed or inserted as part of the software, throughout the life cycle.

67. *Software Development Methodologies*

Methodologies developed through software engineering to manage the complexity of system development. Development methodologies include software engineering aids and high-level design analysis tools.

67.1. Agile Software Development (ASD)

Agile is a group of software development methodologies based on iterative and incremental development where requirements and solutions evolve through highly collaborative, self-organizing, cross-functional teams. Agile development relies on close cooperation and collaboration between all team members and stakeholders. Agile development principles include keeping requirements and documentation lightweight, and acknowledging that change is a normal and acceptable reality in software development.

Agile is an iterative development approach that focuses on mature technologies, continuous testing, test-driven development, continuous user involvement and requirements definition, and rapid early fielding of working functionality.

Agile methods emphasize real-time communication, preferably face-to-face, over written documents. Agile methods also emphasize working software as the primary measure of progress. There are a number of agile software development methodologies e.g. Crystal Methods, Dynamic Systems Development Model (DSDM), and Scrum.

67.2. Crystal Methods

Alistair Cockburn developed the Crystal Methods approach. His focus is on the people, interaction, community, skills, talents, and communications with the belief that these are what have the first-order effect on performance. Process, he says, is important, but secondary.

Cockburn's philosophy translates into a recognition that each team has a different set of talents and skills. Therefore each team should use a process uniquely tailored to it, and that process should be minimized - barely significant.

67.3. Extreme Programming (XP) Methodology

XP is a methodology for creating software within a very unstable environment. It allows flexibility within the modelling process.

The main goal of XP is to lower the cost of change in software requirements. With traditional system development methodologies, like the Waterfall Methodology, the requirements for the system are determined and often "frozen" at the beginning of the development project. This means that the cost of changing the requirements at a later stage in the project - something that is very common in the real-world can be very high.

67.4. Feature-Driven Development (FDD)

Feature-driven development is a client-centric, architecture-centric, and pragmatic software development process. In feature-driven development clients are the project stakeholders. As the name implies, FDD is centered on features. All aspects of the software development process are planned, managed, and tracked at that level, so at the level of features. A feature is a small client-valued function expressed in the form action, result, and object. So for example, calculate the total of a shopping cart. Features are to FDD as use cases are to the Rational Unified Process (RUP) and user stories are to Scrum - they're a primary source of requirements and the primary input into your planning efforts.

67.5. Incremental Development

Incremental development, also known as Evolutionary Acquisition in DoDI 5000.02, *Operation of the Defense Acquisition System,* involves dividing a system up into multiple "builds" or releases and developing the system one release at a time. A project performs project planning and requirements analysis one time only, and then repeats the design, construction, and testing processes multiple times to develop each build of the system. The first build of the system incorporates a subset of the planned capabilities; the next build adds another subset of the planned capabilities, and so on, until the system is complete.

67.6. Lean Software Development

Lean Development (LD) focuses on the creation of change-tolerant software. This methodology embodies the notion of dynamic stability which can be thought of as similar to how Scrum embraces controlled chaos.

67.7. Scrum

Scrum is a process framework that has been used to manage complex product development since the early 1990s. Scrum is not a process or a technique for building products; rather, it is a framework within which you can employ various processes and techniques. Scrum makes clear the relative efficacy of your product management and development practices so you can improve. The Scrum framework consists of Scrum Teams and their associated roles, events, artifacts, and rules. Each component within the framework serves a specific purpose and is essential to Scrum's success and usage.

67.8. Waterfall

The waterfall methodology arose during the early 1970s as a remedy to the undisciplined "code and fix" method of software development. It is a "once-through, do-each-step once" methodology. In grand design, each phase is performed in sequence, and each phase is completed before proceeding to the next phase in the sequence.

68. Standard

A formal agreement documenting generally accepted specifications or criteria for products, processes, procedures, policies, systems, and/or personnel.

69. Support Services

The activity required for successful execution of a product, program or process. Support services typically include troubleshooting, installation assistance and basic usability assistance, installation of product updates, and support for custom application or infrastructure software.

70. Technology Refresh

The periodic replacement of Commercial Off-The-Shelf (COTS) components; e.g. processors, displays, computer operating systems, commercially available software within larger DoD systems to assure continued supportability of that system through an indefinite service life.

71. Technical Standard

Technical standards document specific technical methodologies and practices to design and implement.

72. Test and Evaluation (T&E)

T&E is a process by which a system or components are tested and results analyzed to provide performance related information. This information has many uses, including risk identification and mitigation as well as providing empirical data to validate models and simulations. T&E enables an assessment of the attainment of technical performance, specifications, and system maturity to determine whether systems are operationally effective, suitable, and survivable for their intended use.

72.1. Automated Testing and Tools

Automated software testing is a process in which software tools execute pre-scripted tests on software before it is released into production.

Automated testing tools are capable of executing tests, reporting outcomes and comparing results with earlier test runs. Tests carried out with automated tools can be run repeatedly, at any time of day.

72.2. Common T&E Database

A common database for all T&E information for the system under test. A properly validated common T&E database affords more continuity and uniformity in the T&E data. Multi-

disciplinary teams looking at the same T&E data will be more innovative at solving problems than separate organizations working alone. The common T&E database will help reduce duplication of effort, fill voids, remove unnecessary barriers, promote the efficient continuum of testing among integrated test teams, and identify better solutions earlier.

72.3. Evaluation (Evaluate)

Evaluation denotes the process whereby data are logically assembled, analyzed, and compared to expected performance to aid in systematic decision making. It may involve review and analysis of qualitative or quantitative data obtained from design reviews, hardware inspections, modeling and simulation (M&S), hardware and software testing, metrics review, and operational usage of equipment.

72.4. Integration Testing

Integrated Testing is a process intended to result in resource efficiencies (time, money, people, and assets) and an enhanced data set for separate evaluations. The goal of integrated testing is to conduct a seamless test program that produces credible qualitative and quantitative data useful to all evaluators, and to address developmental, life-cycle, and Critical Operational Issues (COI). Integrated testing allows for the collaborative planning of test events, where a single test point or mission can provide data to satisfy multiple objectives, without compromising the test objectives of participating test organizations. Integrated testing focuses the entire test program (contractor test, Government Developmental Test & Evaluation and Operational Test & Evaluation) on designing, developing, and producing a comprehensive plan that coordinates all test activities to support evaluation results for decision makers at required decision reviews.

Integrated testing must be embedded in the Test and Evaluation (T&E) Strategy. There is no single implementation of integrated testing that will be optimum for all programs, but planning and conducting the test program in a collaborative manner will result in a more effective and efficient test effort.

72.5. Test

Test denotes any program or procedure designed to obtain, verify, or provide data for the evaluation of any of the following:

    a. Progress in accomplishing developmental objectives;
    b. The performance, operational capability, and suitability of systems, subsystems, components, and equipment items; and
    c. The vulnerability and lethality of systems, subsystems, components, and equipment items.

72.6. Testable

The attribute of being measurable and repeatable with available test instrumentation and resources. Note: Testability is a broader concept indicating whether T&E infrastructure capabilities are available and capable of measuring the parameter. The difference between testable and measurable may indicate a test limitation. Some requirements may be measurable

but not testable due to T&E infrastructure shortfalls, insufficient funding, safety, or statutory or regulatory prohibitions.

72.7. Validation

The process of evaluating a system or software component during, or at the end of, the development process to determine whether it satisfies specified requirements.

72.8. Verification

Confirms that a system element meets design-to or build-to specifications. Throughout the system's life cycle, design solutions at all levels of the physical architecture are verified through a cost-effective combination of analysis, examination, demonstration, and testing, all of which can be aided by modeling and simulation.

73. Tools

73.1. Quality Category

Quality analysis tools may be used to flag violations of programming rules, duplicated code and provide information about possible source code defects such as buffer overruns, logic errors, un-initialized memory, null pointer references or memory and resource leaks.

73.2. Security Category

Source code analysis tools, also referred to as Static Application Security Testing (SAST) Tools, are designed to analyze source code and/or compiled versions of code to help find security flaws. Such tools serve as aids for an analyst to help zero in on security-relevant portions of code so they can find flaws more efficiently.

73.3. Testing Category

Automated testing tools are capable of executing tests, reporting outcomes and comparing results with earlier test runs. Tests carried out with these tools can be run repeatedly, at any time of day. The method or process being used to implement automation is called a test automation framework.

74. Upgrade

(n) Something that improves the performance or quality of something else (such as computer hardware or software); something that has better performance or qualities than the existing item (hardware or software)

75. User Story

User stories originated with Extreme Programming (XP). Expressed in template form: As an (actor or role) I need to (action or function) so as to (result or benefit) and is verified when (acceptance criteria).

76. Vulnerability

Weakness in an information system, system security procedures, internal controls, or implementation that could be exploited or triggered by a threat source.

77. Web Services

A request/response mechanism that allows a client to remotely access and modify data. Web services describes a standardized way of integrating web-based applications over an internet protocol backbone. Web services share business logic, data and processes through a programmatic interface across a network. Web services allow different applications from different sources to communicate with each other without time-consuming custom coding. Web services are not tied to any one operating system or programming language.