

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING DOC9e	PAGE OF PAGES 1 53	
2. CONTRACT (Proc. Inst. Ident.) NO. W91ZLK-13-D-0036		3. EFFECTIVE DATE 30 Sep 2013		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. W23SR30166ME21			
5. ISSUED BY TENNANT/GARRISON CONTRACT NG DIV-W91ZLK TENNANT/GARRISON CONTRACT NG DIVISION 6001 COMBAT DRIVE 2ND FLOOR, ROOM C2-101 ABERDEEN PROV NG GROUND MD 21005-1846		CODE W91ZLK	6. ADMINISTERED BY (If other than Item 5)			CODE	
		See Item 5					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) F LIUS CORPORATION (b) (6) 13922 DEVIAR DR CENTREVILLE VA 20120-1223				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9 DISCOUNT FOR PROMPT PAYMENT Net 30 Days			
				10 SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G	
CODE 61VP1		FACILITY CODE					
11. SHIP TO/MARK FOR AMSAA AMSAA 392 HOPKINS RD BLDG 392 ABERDEEN PROVING GROUND MD 21005		CODE W23SR3	12. PAYMENT WILL BE MADE BY DFAS- N VP GFEB5 - HQ0490 8899 E. 56TH STREET INDIANAPOLIS IN 46249-3800			CODE HQ0490	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(e)() [] 41 U.S.C. 253(e)()				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$48,000,000.00 EST	
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17 [] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return copies to issuing office Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein (Attachments are listed herein)				18 [X] AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number W91ZLK-13-R-0005-0004 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract No further contractual document is necessary			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER (b) (6) TEL: (b) (6) EMAIL: (b) (6)			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED 30-Sep-2013	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	ANALYTICAL SERVICES (CPFF) CPFF		Job		\$40,000,000.00
	<p>Performance of analytical services associated with target descriptions, vulnerability, survivability, weapons effectiveness studies, and support to current operations. See Performance Work Statement (PWS) at Section C; specific services to be specified at the task order level. This CLIN shall be used for Cost Plus Fixed Fee (CPFF) efforts.</p> <p>The ceiling of this CLIN is \$48,000,000 minus the value of all awarded Task Orders under the ID/IQ.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: W23SR30166ME21</p>				
				ESTIMATED COST	(b) (4)
				FIXED FEE	(b) (4)
				TOTAL EST COST + FEE	\$40,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	ANALYTICAL SERVICES (FFP) FFP	1	Job	\$8,000,000.00	\$8,000,000.00 EST
	<p>Performance of analytical services associated with target descriptions, vulnerability, survivability, weapons effectiveness studies, and support to current operations. See Performance Work Statement (PWS) at Section C; specific services to be specified at the task order level. This CLIN shall be used for Firm Fixed Price (FFP) efforts.</p> <p>The ceiling of this CLIN is \$48,000,000 minus the value of all awarded Task Orders under the ID/IQ.</p> <p>FOB: Destination</p> <p>PURCHASE REQUEST NUMBER: W23SR30166ME21</p>				
				NET AMT	\$8,000,000.00 (EST.)

ITEM NO 0003	SUPPLIES/SERVICES	QUANTITY	UNIT Job	UNIT PRICE	AMOUNT NSP
	CONTRACTOR MANHOOR REPORTING				

Accounting for Contract Services – ACC-APG 5152.237-4900, Accounting for Contract Services Requirement, has been added to the statement of work, and contractor is required to provide data on contractor manpower (including subcontractor manpower) for performance of this contract. The cost, if any, for providing this data shall be entered into the space provided at this CLIN. If no direct cost is associated with providing the data, enter "No Cost". Instructions, including the Contractor and Subcontractor User Guides, are available at the CMRA (Contractor Manpower Reporting Application) website at: <https://cmra.army.mil>. For further assistance, email the CMRA Help Desk at contractormanpower@hqda.army.mil.
il.
FOB: Destination
PURCHASE REQUEST NUMBER: W23SR30166ME21

NET AMT

B.1. AGGREGATE MAXIMUM AMOUNT

This ID/IQ has a five (5) year ordering period. The Government reserves the right to issue up to an additional six (6) month extension in accordance with FAR 52.217-8. The total aggregate maximum amount to be awarded against all Task Orders among ALL awarded ID/IQs is \$48,000,000.00 (including the potential 6-month extention).

The CLIN values below are estimations of need. The Government reserves the right to redistribute allocation of ID/IQ ceiling among the CLINs.

B.2. MINIMUM GUARANTEE

Each contract awarded under this multiple award IDIQ shall provide for a MINIMUM GUARANTEE OF \$100,000.00. This minimum guarantee may be satisfied by obligating funds and/or issuing a task order (or task orders) against the base contract.

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

“Performance of Analytical Services Associated with Target Descriptions, Vulnerability, Survivability, Weapons Effectiveness Studies, and Support to Current Operations “

C.1. SCOPE.

C.1.1. Background. The Joint Technical Coordinating Group for Munitions Effectiveness (JTTCG/ME) is a joint service group whose mission is to provide the Services effectiveness data for fielded non-nuclear munitions. The U.S. Army Materiel Systems Analysis Activity (AMSAA) supports the Army and the JTTCG/ME with studies on the effectiveness of both fielded and developmental munitions. The JTTCG/ME prepares and continuously updates Joint Munitions Effectiveness Manuals (JMEM) for air-to-surface, surface-to-surface, antiair and other non-nuclear munitions systems (to include Non-lethal, Direct Energy and Information Operations) including management of joint service efforts for associated data bases in target vulnerability, weapon characteristics and delivery accuracy. JTTCG/ME is charged with establishing standardized procedures for important test factors such, as kill criteria, weapon lethalties, delivery accuracies, methodologies and data format for reporting new munitions effects into JMEM's. Weapon effectiveness calculations require a number of inputs such as weapon characteristics, weapon delivery accuracy and target vulnerability to specific damage mechanisms.

C.1.2. The contract is concerned with 1) the description and vulnerability of enemy targets to various damage mechanisms associated with conventional weapons such as fragments, blast, conical shaped charges, linear shaped charges, self-forging fragments, armor piercing projectiles, high explosive projectiles and others and 2) weapon system effectiveness analysis including: methodology, computer simulation, data analyses, model verification and validation, documentation of models, systems effectiveness analyses and data base management systems. .

C.1.3. Objective. The objective of this contract is to obtain support in the areas of target descriptions, target vulnerability analysis, target survivability analysis, weapon system effectiveness and performance, data analysis, target disablement evaluation, component damage, warhead lethality, threat modeling, vulnerability/lethality methodology development and other areas.

C.2. APPLICABLE DOCUMENTS. Documents will be included in individual task orders as applicable.

C.2.1. Government Documents:

C.2.1.1. Army Regulation (AR) 25-2, Information Assurance, 23 March 2009.
(This document is available at: http://www.apd.army.mil/pdf/files/r25_2.pdf)

C.2.1.2. AR 190-13, The Army Physical Security Program, 30 September 1993.
(This document is available at: <http://www.fas.org/irp/doddir/army/ar190-13.pdf>)

C.2.1.3. AR 380-10, Foreign Disclosure and Contacts with Foreign Representatives, 22 June 2005 (available at: <http://www.fas.org/irp/doddir/army/ar380-10.pdf>).

C.2.1.4. Aberdeen Proving Ground Regulation (APGR) 190-4 (Change 2); Military Police, Movement Control within the Installation. (This document will be provided to the contractor when required by an individual task order.)

C.3 REQUIREMENTS.

C.3.1. Tasks. The Contractor, as an independent contractor and not as an agent of the Government, shall provide the necessary resources (except those furnished by the Government) to accomplish tasks of the type set forth below:

C.3.1.1. Vulnerability Analysis and Assessments. The contractor shall:

C.3.1.1.1 Develop and provide drawings, target description, and computer models for a wide variety of vulnerability analyses, including details on all interior and exterior components and surfaces.

C.3.1.1.2. Provide detailed vulnerable area and kill probability data on selected targets using Government-approved methodologies when considering a variety of damage mechanisms, with the analyses including a realistic treatment of multiple hits as well as single-hit considerations.

C.3.1.1.3. Provide vulnerability assessments for selected surface and air targets using approved methodologies when matched against a variety of damage mechanisms.

C.3.1.1.4. Update existing target descriptions and models to incorporate new or revised target information, changing threat potentials, and any known advances in weapon technology.

C.3.1.1.5. Develop hypothetical, physically-plausible models of generic target classes that permit rapid perusal of the target class. The target classes considered include both armored and "soft" targets ashore, afloat, and aloft.

C.3.1.1.6. Develop recommendations for reduction of ballistic threat vulnerability of domestic military equipment.

C.3.1.1.7. Apply vulnerability methodology and technology to enhance the survivability of domestic targets and weapons systems when exposed to various threats and damage mechanisms.

C.3.1.1.8. Conduct analyses of live-fire testing against simulated and actual targets to determine the penetration and behind armor debris characteristics produced by production, development, and conceptual weapons.

C.3.1.1.9. Develop vulnerability methodology (i.e., algorithms from test data, etc.) that can be applied to existing and developmental vulnerability assessment codes or tools.

C.3.1.2. Effectiveness Analysis and Performance Assessments. The contractor shall:

C.3.1.2.1. Conduct sensitivity studies in order to evaluate the impact of parameters such as target descriptions, warhead characteristics, component contribution, and methodology on estimates of target vulnerability and weapons effectiveness. Weapons effectiveness estimation may also include estimation of collateral damage.

C.3.1.2.2. Continue analysis of actual combat data to produce both summary and system-specific estimates of combat effectiveness.

C.3.1.2.3. Evaluate the psychological and psychophysical primary and secondary effects of various weapons, and estimate the contribution of these effects to system performance (i.e., to include collateral damage).

C.3.1.2.4. Conduct experiments and analyze data from firings against various target components and sub-components and computerize these data for increased utility.

C.3.1.2.5. Characterize and develop simulations for the assessment of item/system performance (including logistics) in a variety of standard and special scenarios to include the application of digitized terrain.

C.3.1.2.6. Develop capability to estimate reliability availability, maintainability and logistics support requirements under combat conditions on the basis of peacetime Proving Ground data and/or data from field or training exercises.

C.3.1.2.7. Develop methodology, test plans, data reduction procedures, data analysis and/or assess performance and effectiveness of US and foreign weapon systems and support systems (e.g., aviation, air defense, armor, infantry, artillery, mines and barriers, command, control communication, intelligence, electronic warfare, non-lethal, directed energy, information operations, etc.). This could include countermeasure influence (and counter-countermeasure

evaluations), evaluations of target acquisition, Chemical, Biological, Radiological, and Nuclear (CBRN) evaluations, and delivery accuracy evaluations.

C.3.1.3. Test and Experiment Conduct and Support. The contractor shall:

C.3.1.3.1. Plan and conduct specialized weapons effects tests to verify computer-generated estimates of weapon outputs and/or target response.

C.3.1.3.2. Conduct detailed experimental investigations of various detonation processes, employing high-speed photographic techniques, including laser photography and digital instrumentation.

C.3.1.3.3. Conduct combined theoretical/experimental studies of various mechanical, electromechanical, and explosive components to arrive at component probability of kill given a hit (PK/H) and estimates of the performance capabilities of damaged components.

C.3.1.3.4. Prepare detailed plans for testing weapon systems.

C.3.1.3.5. Provide analysis and general support to testing programs.

C.3.1.3.6. Assess test-induced damage to targets and document in a standardized format.

C.3.1.3.7. Conduct and support vulnerability tests at remote locations.

C.3.1.3.8. Construct surrogate targets or components based on intelligence information or specifications.

C.3.1.3.9. Construct specialized test stands for munitions firing supporting of targets during tests.

C.3.1.3.10. In the event the contractor proposes use of Government test facilities, the contractor shall provide, in individual task orders, a commitment from the range and identify mechanisms that authorize use. Capabilities required at the experimental facilities may include, but are not limited to:

C.3.1.3.10.1. Dynamic firing of rounds of caliber up to 40 millimeters.

C.3.1.3.10.2. Static detonation of shaped charges up to 120 millimeters.

C.3.1.3.10.3. Bare charge high-energy explosive weights up to 500 pounds.

C.3.1.3.10.4. Launch of fragment simulators (i.e., 0 to 10,000 grains at velocities of 0 to 14,000 feet per second).

C.3.1.3.10.5. Diagnostics including velocity screens, orthogonal x-rays (at least four channels), and behind plate catch and recovery media.

C.3.1.4. Support to Current Operations, Publications, Databases, and Reporting. The contractor shall:

C.3.1.4.1. Identify data, materiel and/or capability gaps and deficiencies for current operations through all available sources. Identify and perform analytical efforts directed at potential solutions. Provide recommendations to expedite solutions to the Warfighter.

C.3.1.4.2. Prepare and edit documents and reports encompassing both technical and target descriptions of specified targets, as well as discussion and results of the particular vulnerability analyses conducted against these targets.

C.3.1.4.3. Develop and improve techniques for the testing and analysis of vulnerability/lethality of weapon systems.

C.3.1.4.4. Prepare test reports.

C.3.1.4.5. Prepare and present briefings on the overall programs and specific test results.

C.3.1.4.6. Analyze experimental data on behind armor effects of munitions or projectiles.

C.3.1.4.7. Develop automated databases and database management systems for item and system performance data for CD-ROM and/or web-based applications for both local area and/or wide area networks (LAN and/or WANs).

C.3.1.4.8. Develop and prepare for publication, on CD-ROM and other electronic media, comprehensive effectiveness information (text, figures, tables, drawings, photographs, data and computational tools) for collections of weapons systems against targets.

C.3.1.4.9. Perform review and modification of electronic publications of the JTCG/ME, to allow for their release to foreign countries under foreign military sales (FMS) and data exchange agreements (DEA).

C.3.1.4.10. Develop, update and standardize methodologies, translate them into computational tools, and accomplish their integration into generalized computational environments. Make recommendations to enhance such tools for various factors such as efficiency, speed and accuracy, and develop simplified approximation tools as are used, for example, in computational partitions of CD-ROM publications and/or web-based applications.

C.3.1.4.11. Conduct and document various activities in support of verification and validation of methodologies and data.

C.3.2. Meetings. The Contractor shall:

C.3.2.1. Participate in meetings when specified by the Government in individual task orders. These meetings may take place at Aberdeen Proving Ground (APG), MD; Dahlgren, VA, Eglin Air Force Base, FL or other locations specified by the Government in individual task orders.

C.3.2.2. Participate in technical meetings, including, as a minimum, project initiation meetings, design, test, or data reviews, meetings to discuss analytical requirements, meetings to support model verification and validation, meetings to present model or analysis results, and meetings with potential Government partners and customers.

C.3.2.3. Provide meeting support to include facilities, minutes, audiovisual and communications equipment as specified in an individual task order.

C.3.2.4. Participate in technical meetings in support of Government international cooperative research and development agreements. As directed by the Government, the Contractor may be required to prepare and present briefings to foreign nationals. The Contractor shall comply with US export control laws and obtain any required Department of State or license(s) or exemption(s) (either self-endorsed or certified by DoD).

C.3.3. Contractor's Working on a Government Site.

C.3.3.1. The Government will coordinate with the contractor's program manager for assignment of work tasks to on-site contractor personnel. The contractor support personnel working on-site shall:

C.3.3.3.1. Implicitly consent to Government searches, monitoring and surveillance, including audio and video recording of actions and conversations while entering and working on the Government facility.

C.3.3.3.2. Wear a Common Access Card (CAC) or a DA Form 1602, Contractor Identification Card, attached above the waist or on a lanyard around the neck at all times while in any controlled building or facility.

C.3.3.3.3. Label contractor workstations and offices with the employee's and company's name.

C.3.3.3.4. Identify themselves as a contractor when answering Government telephones.

C.3.3.3.5. Ensure all email has an auto-generated caveat in the name field that distinctly identifies the person as a contractor.

C.3.3.3.6. Not sign memoranda or other documents that in any way implies that they are making a decision on behalf of the Government.

C.3.3.3.7. Not attend meetings as the sole representative of AMSAA with the Department of the Army (DA), Department of Defense (DOD), or other agencies.

C.3.3.3.8. Identify themselves as a contractor employee at the start of all meetings.

C.3.4. Security Requirements. Requirements contained in paragraphs C.3.4.1, C.3.4.2 and C3.4.3 apply to the base contract. Other requirements (contained in C.3.4.4 to C.3.4.16) may be applicable to specific to task orders performed at AMSAA. Additional security and OPSEC requirements specific to other Government agencies may be issued by the COR, Alternate COR or Government Technical POC.

C.3.4.1. Facility Clearance. The contractor shall possess or be capable of obtaining a TOP SECRET facility clearance as prescribed by DD Form 254, Contract Security Classification Specification. Contractor performance may be at the contractor facility or the User Agency requiring the support. The contractor may receive, generate, and safeguard classified information up to the SECRET level at their facility. Contractor personnel may access classified information at Government or Contractor facilities as specified by the COR, Alternate COR, or Government POC. Contractor personnel shall access SCI only at a US government facility or other contractor facility designated by the contract monitor.

C.3.4.2. Personnel Security Clearances. Contractor personnel performing under certain task orders may require access to TOP SECRET and Sensitive Compartmented Information (SCI). All other contractor personnel designated to perform on this contract will require access to classified material up to and including SECRET.

C.3.4.3. Visit Notification/Authorization Request. A notification or visit authorization request shall be prepared and submitted to the appropriate Security Office via either hard copy or through the Joint Personnel Adjudication System (JPAS).

C.3.4.4. Information Technology (IT) Access. The contractor shall designate IT positions for all personnel requiring access to AMSAA IT systems in accordance with (IAW) paragraph 4-14, AR 25-2. The contractor shall request the appropriate personnel security investigation based upon the IT position designation. Access to government IT systems will not be granted until the basic requirements of paragraph 4-14a, AR 25-2 are validated by AMSAA Security Office personnel.

C.3.4.5. Reports of Adverse Information. The contractor shall report to the AMSAA Security Manager all adverse information on contractor personnel such as security violations, arrests, bankruptcy, and denial, suspension, or revocation of security clearances. Employees may be denied access into APG restricted areas by the AMSAA Security Manager based upon the adverse information.

C.3.4.6. Installation Access. Aberdeen Proving Ground (APG) is a closed post. All vehicles and personnel are subject to search and seizure of contraband and unauthorized Government property in accordance with AR 190-13. All contractor personnel shall comply with the requirements of APGR 190-4 for entry, exit, and internal control of personnel, material, and vehicles on APG.

C.3.4.7. Unescorted Access into Restricted Areas. Unescorted access into the APG restricted areas shall be granted to contractor personnel who possess a security clearance or were the subject of a favorable adjudicated National Agency Check (NAC) or FBI Fingerprint Check. Unescorted access shall be authorized provided no more than 24 months have lapsed since the date of the termination of the security clearance or break of service and there is no

known adverse information. The AMSAA Security Manager will serve as the approval authority for contractors nominated by the Contracting Officer's Representative (COR) or Alternate COR to have unescorted access into the restricted areas of APG. Contractors granted unescorted access into the restricted areas shall ensure they access only those government facilities approved by the COR or Alternate COR. Contractors violating AMSAA and APG policies regarding access into the restricted area may have their unescorted access approval withdrawn on a temporary or permanent basis upon request of the AMSAA Security Manager, COR, or Alternate COR.

C.3.4.8. FBI Requests. The Contractor shall have completed an SSB Form 1199, Application for Civilian ID Card/Security Badge, and FD 258, Application Finger Print Card, for each employee requiring unescorted access and not meeting one of the requirements in paragraph C.3.4.7. Upon contract award, the contractor shall obtain required forms from the COR and return the completed forms to the COR within ten (10) working days. Until a favorably adjudicated FBI Fingerprint Check is obtained, Contractor personnel shall be continually escorted, into, out of, and within the restricted areas by other contractor personnel who possess a photographic security identification badge. Processing time for the FBI Fingerprint Check is approximately 45-60 days. The Contractor shall advise employees that the FBI Fingerprint Check shall be used to review criminal history records and that adverse information may result in an employee being denied access into the restricted areas.

C.3.4.9. Photographic Security Badges. Photographic security badges will only be issued to contractor personnel IAW APGR 190-4. Photographic security badges shall be approved and issued by AMSAA Security personnel to contractor personnel upon request from the COR and after the investigation or security clearance has been verified. Contractor personnel shall wear the photographic security badge at all times when in the restricted areas of APG. Contractors shall only escort visitors into the restricted area that have been approved by the COR or the Alternate COR. Contractors violating AMSAA and APG policies regarding escorting requirements may have their photographic security badge confiscated on a temporary or permanent basis upon request of the AMSAA Security Manager, COR, or Alternate COR.

C.3.4.10. Common Access Cards. Common Access Cards (CAC) will be issued to contractor personnel nominated by the COR or Alternate COR for secure access to government information systems and networks. The contractor shall coordinate with the COR or Alternate COR to request and obtain a CAC via the automated Contractor Verification System (CVS).

C.3.4.11. Foreign Nationals and Immigrant Aliens. Foreign nationals or immigrant aliens cannot be granted access to classified or unclassified limited distribution information as identified by the COR, and shall not be scheduled to perform work on Paragraph 3 tasks. When foreign nationals or immigrant aliens are visiting AMSAA, the contractor shall comply with AR 380-10.

C.3.4.12. Safeguarding Government Information and Property. The contractor shall be responsible for safeguarding all Government information and property provided for contractor use. The contractor shall safeguard information and material designated as classified, unclassified sensitive, For Official Use Only (FOUO), Operations Security (OPSEC) sensitive, and Privacy Act Information in accordance with applicable directives.

C.3.4.13. Loss or Possible Compromise of Classified Information. The contractor shall immediately report the loss or possible compromise of classified information or material to the AMSAA Security Manager.

C.3.4.14. Security Training. The contractor shall develop and implement a security education program to ensure contractor personnel understand and are familiar with security requirements. The contractor shall conduct security indoctrination training for all new employees within thirty (30) days after their arrival, and refresher sessions annually thereafter. This training shall include general security education, Operations Security awareness, Information Assurance, Antiterrorism and training on Threat Awareness and Reporting Program (TARP). Contractor personnel shall complete Antiterrorism training IAW AR 525-13. Contractor personnel shall comply with threat awareness and reporting requirements IAW paragraph 1-14, AR 381-12.

C.3.4.15. Operations Security (OPSEC) Reviews. All material produced by the contractor which shall be disseminated outside of AMSAA shall be subject to an OPSEC and Security review to be performed by the

AMSAA OPSEC Officer prior to release. This includes all written (hardcopy) and electronic materials produced, such as organizational press releases and marketing material. The contractor shall submit to the AMSAA Security Manager any material proposed for public dissemination at least 10 days prior to its release. Only the material which has undergone an OPSEC and security review and has been approved by the AMSAA Security Manager/OPSEC Officer shall be released in to the public domain.

C.3.4.16. Departing Employees. The contractor shall ensure all contractor employees process through the AMSAA Security Office to return issued security photographic badges, Common Access Cards, keys, etc. to the Government at the completion of their employment. Contractor personnel may also be required to execute specific debriefing statements. In addition, the contractor shall notify the AMSAA Information Assurance Security Officer of their termination of employment to AMSAA/AKO accounts are deleted.

C.3.5. Reporting. The Contractor shall prepare and submit the following reports during the performance of this effort. Additional data requirements shall be in accordance with individual task orders.

C.3.5.1. Status Reports. The Contractor shall submit status reports IAW Exhibit Line Item Number (ELIN) A001 of the Contract Data Requirements List, DD Form 1423. These reports shall summarize for the overall contract as well as individual task orders, all work performed during the designated month, work in progress, technical issues, and work scheduled for completion during the following month.

C.3.5.2. Technical Reports. The Contractor shall document all technical work performed for each task order and submit IAW ELIN A002. The Contractor shall submit a final report at the conclusion of the contract effort IAW ELIN A003.

C.3.5.3. Plan of Action and Milestone Schedule. The contractor shall develop a project milestone report that describes the plan of action and tracks key events for each task order.

C.3.6. Quality Control Plan.

C.3.6.1. The contractor shall be responsible for management and quality control actions necessary to meet the quality standards for the products and services set forth by the contract and individual task orders issued. The contractor shall implement and maintain the Quality Control Plan (QCP) submitted within Volume I of its proposal and IAW ELIN A005 to ensure services are performed in accordance with this Performance Work Statement (PWS). The contractor's quality control program shall verify and validate that the product development process is complete, is in compliance with contract requirements, and meets customer expectations. The contractor shall obtain Government approval prior to any proposed changes to its quality control program.

C.3.7. Performance Outcomes. The outcomes to be satisfied under this contract include high quality, cost effective analytical, engineering, technical, and management support services with adherence to schedule requirements. The Government will use the Quality Assurance Surveillance Plan provided at Appendix A to Section C as the basis for assessing the contractor's performance.

CLAUSES INCORPORATED BY FULL TEXT

ACCOUNTING FOR CONTRACT SERVICES REQUIREMENT – ENTERPRISE-WIDE CONTRACTOR
MANPOWER REPORTING APPLICATION (June 2013)
ACC-APG 5152.237-4900

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract **for AMSAA** via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>, and

then click on "Department of the Army CMRA" or the icon of the DoD organization that is receiving or benefitting from the contracted services.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk by clicking on "Send an email" which is located under the Help Resources ribbon on the right side of the login page of the applicable Service/Component's Contractor Manpower Reporting website.

SECURITY AREA BADGE REQUIREMENTS (Oct 2012) ACC-APG 5152.204-4900

Access to Job-Sites in Security Areas: For job-sites at Aberdeen Proving Ground (APG) in security areas, contractors/contractor employees entering these areas shall, at a minimum, have a photographic security badge or be escorted by a person having such badge. A non-Government person with a security badge may escort up to four persons (except foreign nationals) without a photographic security badge, provided all remain together and within sight of the escort. The contractor shall submit applications for his employees after award of contract. Forms may be obtained from the Administrative Office in Building 4304. Badge applications require approximately six (6) weeks for processing after receipt of applications. Certain areas are more restrictive than outlined above. All personnel and equipment entering these areas shall be subject to applicable local and federal regulations.

Contractors/Contractor employees who will require unescorted access to a security area of Aberdeen Proving Ground, Maryland, as defined by APG Regulation 190-4, Movement Control Within The Installation, while performing contractual work and/or to dispose of waste material at the disposal/salvage area(s), shall be required to present and display Government-issued security area identification badges in order to gain and exercise unescorted entry into the security area(s).

The contractor shall submit to the Contracting Officer's Representative (COR), for each employee requiring said access, a completed:

- (1) EAP Form 1199, Application for Identification Card, for a security badge. The contractor shall verify U.S. citizenship, and status annotated in the "Remarks" section.
- (2) FD Form 258, Applicant Fingerprint Card, unless proof of possession of a Personal Security Clearance or completion of a favorable National Agency Check (NAC) is given.

Contractor shall advise employees that this information will be used to review criminal history records. Adverse information may result in an individual being denied security area access.

Contractor personnel authorized access to a security area will be issued photographic or non-photographic security area badges as required. Upon termination of the contract or the individual's employment, whichever is first, the contractor shall collect badges and effect turn-in to the issuing officer.

Foreign Nationals/Immigrant Aliens may only work on APG if escorted by personnel having a current APG ID and they are pre-approved by the Base security office. Base security will not issue permanent contractor identification badges to foreign Nationals/Immigrant Aliens. Foreign Nationals may not work in the high security areas of APG.

Caution: Contractor shall be responsible for delays in the progress/completion of this contract due to contractor employee's disqualification for security badges. Such delays will not be deemed excusable under the Default Clause and further may be subject to the Liquidated Damages provision of this contract, if applicable.

Contractor Identification (ID) Badges: Contractors/Contractor employees and subcontractors who will require unescorted access onto APG, Maryland while performing contractual work, shall be required to present and display Government-issued Contractor Identification Badge in order to gain and exercise unescorted entry onto Aberdeen Proving Grounds. NOTE: This identification badge is required in addition to the photographic security badge. The photographic security badge cannot be used to gain entry onto Aberdeen Proving Ground.

The prime contractor shall identify in writing one individual who will be the point of contact (POC) for the coordination of security and contractor identification badges of his employees, sub-contractors or anyone else needed to perform contractual work under this contract. Prior to any individual requesting security or contractor identification badges, the contractor's POC shall notify the Security Office, Building 4304 at (410) 306-1150 and the Construction Branch, Building 4304 at (410) 306-1161 by emailing the following information:

a. Prime Contractor Employee: Prime Contractor's Full Name, Address and Telephone Number - Contract Number - Expiration Date of Contract or the Time required for the Badge – Prime Contractor's Email Address – Individual's Full Name.

b. Subcontractor Employees: Subcontractor's Full Name, Address and Telephone Number - Contract Number - Expiration Date of Contract or the Time required for the Badge – Subcontractor's Email Address – Individual's Full Name.

The prime contractor shall ensure that all Government issued badges that were requested and issued are returned to the security office in Building 4304 at the completion of the contract. Failure to return any Government issued badges shall be reflected negatively in future past performance evaluations.

The prime contractor shall insure that individuals issued Photographic Security Badges and Contractor Identification Badges properly safeguard them. When an individual does not have his or her badge in their possession, the badge shall be secured, shall not be left unattended in vehicles, or left in the possession of a third party or displayed outside of the areas which they are to be used.

In case of a lost or misplaced badge, the prime contractor shall notify the Security Office, Building 4304 at (410) 306-1150 and the Construction Branch, Building 4304 at (410) 306-1161 as soon as possible. The prime contractor is required to conduct visual inventories of assigned badges on a monthly basis to insure that the badges are accounted for and have not been lost or stolen.

U.S. GOVERNMENT-FURNISHED SPACE AND UTILITIES PROVIDED TO CONTRACTORS (Oct 2012) ACC-APG 5152.204-4901

a. The Government shall not be obligated in any way for the connect or disconnect of contractor trailers to Government utilities (water, sewage and electric service).

b. The Contractor shall, at contractor's expense, install, maintain and operate all new facilities required for obtaining service, including suitable metering and regulation equipment and service connections to the Government's utility system.

c. Plans for all such facilities shall be subject to the approval of the Chief, Engineering Plans and Services division (EPSD), Directorate of Public Works (DPW). The installation of such facilities shall be subject to the approval of the Chief, Buildings, Grounds and Utilities Division, DPW.

d. The Contractor shall reimburse the Army for the utility service at local prevailing rates.

e. The meter(s) will be read by the Aberdeen Area or Edgewood Area Maintenance Branch, BG&U Division, DPW, and bills will be rendered monthly to the Contractor by the Government. All such bills shall be due and payable 15 days after receipt thereof by the Contractor.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984

Section F - Deliveries or Performance

F.1. TERM OF CONTRACT

The ordering period will commence on the specified effective date of the contract and continue for five (5) years. Individual task orders awarded will specify a period of performance applicable to that order.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 30-SEP-2013 TO 29-SEP-2018	N/A	AMSAA AMSAA 392 HOPKINS RD BLDG 392 ABERDEEN PROVING GROUND MD 21005 FOB: Destination	W23SR3
0002	POP 30-SEP-2013 TO 29-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23SR3
0003	POP 30-SEP-2013 TO 29-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W23SR3

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984

Section G - Contract Administration Data

G.1. PAYMENT OFFICES

The payment office will be determined and identified on a task order basis. See 52.232-37.

CLAUSES INCORPORATED BY REFERENCE

52.232-37	Multiple Payment Arrangements	MAY 1999
252.204-0001	Line Item Specific: Single Funding	SEP 2009

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(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 Central Contractor Registration 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 Identified on a Task Order Basis

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

DESTINATION

(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 Identified on a Task Order Basis
Issue By DoDAAC	W91ZLK
Admin DoDAAC	W91ZLK
Inspect By DoDAAC	W23SR3
Ship To Code	W23SR3
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(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 email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

To Be Identified on a Task Order Basis

(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 Identified on a Task Order Basis

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

(End of clause)

AMC-LEVEL PROTEST PROGRAM (Aug 2012)
ACC-APG 5152.233-4900

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible Contracting Officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the Contracting Officer) to:

Headquarters U.S. Army Materiel Command
Office of Command Counsel-Deputy Command Counsel 4400 Martin Road
Rm: A6SE040.001
Redstone Arsenal, AL 35898-5000
Phone: (256) 450-8165
Fax: (256) 450-8840
E-mail: amcprotests@conus.army.mil

The AMC-Level Protest Procedures are accessible via the Internet at:
www.amc.army.mil/amc/commandcounsel.html. If Internet access is not available, contact the Contracting Officer or HQ, AMC, to obtain the AMC-Level Protest Procedures.

Section H - Special Contract Requirements

H.1. TASK ORDER CONTRACT TYPE

Task Orders may be written as either:

- Firm-fixed price (FFP), or
- Cost plus fixed fee (CPFF)

H.2. COST PROPOSAL PREPARATION

For CPFF task orders, the contractor shall submit a written cost proposal, based upon the tasks to be performed, providing the following as appropriate:

- Number of hours by category of labor
- Hourly rate of each labor category
- List of materials/equipment with copy of supplier quotes
- Travel requirements (including number & locations of trips, mode of transport, per diem, etc.)

H.3. TASK ORDER PROCEDURES

Task orders can be categorized into four (4) groupings, as listed below. The determination of which grouping any individual task order falls within is a business decision based upon the requirements of the individual task order (i.e., nature, scope, complexity and other factors as deemed appropriate for the action) made at the Government's discretion. This determination is the Contracting Officer's decision, and will not be subject to the Disputes clause.

- "Vulnerability Analysis and Assessments"
- "Effectiveness Analysis and Performance Assessments"
- "Test and Experiment Conduct and Support"
- "Support to Current Operations, Publications, Databases, and Reporting"

The contracting officer may set aside for small businesses task orders under the "Vulnerability Analysis and Assessments" grouping should the provisions of FAR 19.502-2(b) apply.

Task orders under the other three groupings will be competed among all ID/IQ holders on an "unrestricted" basis.

The procedure for establishing task orders will be as follows:

- a. After making the determination described above, the Contracting Officer will forward a Request for Task Order Competition (RTOC). The RTOC will provide each contractor in the competition the Performance Work Statement (PWS) describing the requirements and objectives of the task, whether the task is firm fixed price (FFP) or cost plus fixed fee (CPFF), and all other applicable documents (Wage Rates, DD Form 254, appropriate reference materials, Government Furnished Material, etc). The RTOC will set forth a task accomplishment schedule, describe any report requirements, and set forth other information and data as necessary for task accomplishment. Additionally, the RTOC will provide all evaluation factors, their importance and any considerations under cost technical trade determination, best value definition (low cost/technically acceptable or tradeoff), establish a closing date for the completion of the Task Order and any other pertinent information required for the fair competition of the requirement.
- b. The Contractor shall furnish a Task Order Execution Proposal (TOEP) to the Contracting Officer within the timeframe specified within the RTOC. The TOEP shall include the contractor's proposed approach and understanding of the work required; a description of the work to be accomplished; the proposed schedule and required deliverables (if applicable), and a clear explanation of any constraints which would impact the

successful completion of the order. The TOEP will provide a proposed price (for FFP task orders) or cost (for CPFF task orders), and may require submittal of Other Than Certified Cost and Pricing Data IAW FAR 15.403-3.

c. Assignment of Task Orders:

- 1) Upon receipt of the plan, the TOEP will be reviewed and evaluated by the Task Order Technical Evaluation Board to ensure acceptability to the Government. The Contracting Officer may enter into discussions with the contractors if necessary.
- 2) A task order will be awarded to the Contractor with the best proposal and price in accordance with the evaluation factors and cost technical trade off language in the RTOC (or lowest priced/technically acceptable offer, if applicable).

H.4. FAIR OPPORTUNITY

Pursuant to DFARS 216.505-70(b), task orders exceeding \$150,000.00 shall be placed on a competitive basis unless an allowable exception to the fair opportunity process applies and is determined to be in the Government's best interest. The allowable exceptions set forth in FAR 16.505(b)(2) and DFARS 216.505-70(b)(2) are synopsized below:

- Urgency
- Sole source due to unique or specialized nature of the requirement and only one awardee is capable of providing support at the required level of quality
- Sole source based on the interest of economy and efficiency, i.e., a logical follow-on to an order already placed under the requirement
- Required to satisfy a minimum guarantee
- Expressly authorized by statute for award to a specified source

H.5. WAGE DETERMINATION

Applicable Wage Determinations shall be provided with all Task Orders that are subject to the Service Contract Act (SCA).

The Contractor shall comply with the Service Contract Act and related clauses when task order requirements are covered by the SCA.

H.7.

ORGANIZATIONAL CONFLICT OF INTEREST

a. Due to the nature of this contract, OCI implications will be reviewed on an individual Task Order basis, prior to the issuance of each Task Order. Each situation will be examined on the basis of its particular facts and the nature of the proposed support/services/deliverables. The exercise of common sense, good judgment and sound discretion will be employed in determining whether a significant potential conflict exists and, if it does, the development of an appropriate means for resolving it. The two underlying principles are-

- preventing the existence of conflicting roles that might bias a contractor's judgment
- preventing an unfair competitive advantage

- b. Perspective offerors are invited to review Federal Acquisition Regulation Subpart 9.5 “Organizational and Consultant Conflicts of Interest.” Particular attention is directed to FAR 9.505, 9.505-1, 9.505-2, 9.505-3 and 9.505-4.
- c. The effort to be performed under this contract may require the contractor to support the development of system requirements/specifications, provide system engineering and technical direction, and/or recommend products/capabilities. As such, the contractor may not (1) be awarded a contract to supply the system, product, capability or components, or (2) be a subcontractor or consultant to a supplier of the system or any major component on which provides support hereunder. However, the contractor may participate (i) on a noncompetitive basis under a prime contract with the Government or (ii) with the written approval of the Contracting Officer. This restriction shall be effective through a period ending one (1) year following completion of performance under the specific task order where the potential conflict has been identified.
- d. The effort to be performed under this contract may require access to the proprietary information from other companies and consequently creates a potential significant conflict of interest. It is the intention of the Government to prevent creation of an unfair competitive advantage as a result of knowledge gained through access to proprietary information. Consequently, when access to proprietary information of other companies is required, the contractor shall (1) enter into a written agreement with the other company(ies) to protect their proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and (2) refrain from using such proprietary information for any purpose other than providing advisory and assistance service to the Government under this contract. In addition, the contractor shall (1) inculcate upon its employees, through appropriate means, such formal training and promulgation of company policies and procedures, the principles of FAR Subpart 9.5, so that employees will refrain from using or disclosing proprietary information except as provided herein; and (2) obtain from each of its employees whose responsibility in connection with the work under this contract may be reasonably expected to involve access to such proprietary information, a written agreement, which in substance shall provide that such employee will not, during his employment by the contractor or thereafter, disclose to other than the contractor's employees or sponsor, or use for the employee's own benefit or the future benefit of any other individual, corporation, or organization any such proprietary information to which the employee had access in connection with the work under the contract. An executed copy of all proprietary information agreements shall be furnished to the Contracting Officer within fifteen (15) calendar days of execution. The contractor shall hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party proprietary information by the contractor, its employees, subcontractors, or agents.
- e. For breach of any of the above restrictions or disclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract. If, however, in compliance with this clause, the contractor discovers and promptly reports an organizational conflict of interest (or potential thereof) subsequent to contract award, the Contracting Officer may terminate this contract for convenience if such termination is deemed in the best interest of the Government.
- f. The contractor shall include a clause which includes paragraphs a. in all subcontracts. Likewise, a clause which includes paragraph b. and c. shall be included in all subcontracts which may require access to proprietary information of other firms. When the above paragraphs are included in a subcontract, the term "Contracting Officer" shall represent the head of Contracts Office of the prime contractor.

H.8. OFF RAMP

Each contractor is expected to participate in the ordering process by submitting proposals in response to task order requests (TORs) for which the contractor has a reasonable chance for award, to successfully perform the terms of their orders, and to promptly improve performance when it does not meet the terms of the Orders. If a contractor does not meet these expectations, it is the Government's intent to “off-ramp” the Contractor by:

- (a) Permitting such contractor's contract to expire; or
- (b) Implementing a termination for convenience (if applicable, and only if such action is in the Government's best interest); or
- (c) Implementing a termination for default, if applicable; or
- (d) Taking any other action which may be permitted under the contract's terms and conditions.

H.9. ON RAMP

Consistent with FAR 16.504(c)(1)(ii)(A), the contracting officer has determined that it is in the Government's best interest that at all times during the term of the contract, there remain an adequate number of contractors eligible to compete for orders. Over time, the number of contractors may fluctuate due to various reasons including industry consolidation, significant changes in the marketplace, advances in technology, general economic conditions, the Government's exercise of the off-ramp process, and/or other reasons. Recognizing this, the contracting officer intends to periodically review the total number of contractors participating in the ordering process and determine whether it would be in the Government's best interest to initiate an "open season" to add additional contractors.

H.9.1. OPEN SEASON PROCEDURES

If the contracting officer determines that it would be in the Government's best interest to open a new solicitation to add contractors to the contract, he/she may do so at any time provided that:

- (a) The solicitation is issued under then-applicable federal procurement law;
- (b) The solicitation identifies the total approximate number of new awards that the contracting officer intends to make. The contracting officer may decide to award more or fewer contracts than the number anticipated in the solicitation depending upon the overall quality of the offers received;
- (c) Any contractor that meets the eligibility requirements set forth in the new solicitation submits a proposal in response to the solicitation; however, existing contractors may not hold more than one basic contract at any time;
- (d) The award decision under any solicitation is based upon substantially the same evaluation factors/sub-factors as the original solicitation;
- (e) The terms and conditions of any resulting awards from a new solicitation are materially identical to the existing version of the basic contract;
- (f) The ordering period for any such new awards from a solicitation is co-terminus with the existing term for all other contractors;
- (g) If awarded a contract, any new contractor is eligible to submit a proposal in response to any TOR and receive order awards with the same rights and obligations as any contractor; and
- (h) The award of any new contract(s) does not increase the overall ceiling of the basic contract.

CLAUSES INCORPORATED BY FULL TEXT

INSURANCE REQUIREMENTS (Oct 2012)
ACC-APG 5152.228-4900

The following insurance is required, as a minimum, in accordance with the Federal Acquisition Regulations and the appropriate clause in Section I:

a. Legally Required Insurance: Where certain laws apply, such as State laws governing workman's compensation and employer's liability coverage, etc., the contractor, prior to commencement of work, shall furnish the Contracting Officer a written statement that such laws have been complied with and that compliance will continue throughout the period of contract performance. Minimum coverage of \$100,000 is required.

b. Comprehensive General Liability and Automobile Liability:

	<u>Each Person</u>	<u>Per Occurrence</u>	<u>Property Damage</u>
Comprehensive General Liability	None	\$500,000	None
Automobile Liability	\$200,000	\$500,000	\$20,000

INSURANCE – WORK ON A GOVERNMENT INSTALLATION REQUIREMENTS (Fixed Price Contract) (Oct 2012)
ACC-APG 5152.228-4901

Pursuant to the requirements of the contract clause titled "Insurance-Work on a Government Installation", the contractor shall obtain and maintain at least the following kinds of insurance and minimum liability coverage during any period of contract performance:

a. Workmen's Compensation and occupational disease coverage as required by law except that, if this contract is to be performed in a state which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such state will be satisfactory. The required Workmen's Compensation Insurance shall extend to cover employers' liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.

b. Comprehensive General Liability Insurance in the minimum limit of \$500,000 per occurrence for bodily injury liability.

c. Comprehensive Automotive Liability Insurance with minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury, and a minimum limit of \$20,000 per occurrence for property damage.

INSURANCE – LIABILITY TO THIRD PERSONS REQUIREMENTS (Cost Reimbursement Contract) (Oct 2012)
ACC-APG 5152.228-4902

Pursuant to the requirements of the contract clause titled "Insurance-Liability to Third Persons", the contractor shall obtain and maintain at least the following kinds of insurance and minimum liability coverage during any period of contract performance:

a. Workmen's Compensation and occupational disease coverage as required by law except that, if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such State will be satisfactory. The required Workmen's Compensation Insurance shall extend to cover employers' liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.

b. Comprehensive General Liability Insurance in the minimum limit of \$500,000 per occurrence for bodily injury liability.

c. Comprehensive Automotive Liability Insurance with minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury, and a minimum limit of \$20,000 per occurrence for property damage.

EXEMPTION CERTIFICATE FROM MARYLAND RETAIL SALES AND USE TAX (Oct 2012)
ACC-APG 5152.229-4900

Exemption Certificate No. 30005004 covers exemption from Maryland Retail Sales and Use Tax.

GOVERNMENT-CONTRACTOR RELATIONSHIPS (NOV 2006)

a. The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationships exist or will exist under the contract between the Government and the contractor and/or between the Government and the contractor's employees. It is therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

b. Contractor personnel under this contract shall not:

(1) be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, Military or Civilian.

(2) be placed in a staff or policymaking position.

(3) be placed in a position of command, supervision, administration or control over DA Military or Civilian Personnel, or personnel of other contractors, or become a part of the Government organization.

(4) be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of DA or the Civil Service Commission.

(5) be used in administration or supervision of military procurement activities.

c. Employee Relationship:

(1) The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the contractor's employees will act and exercise personal judgment and discretion on behalf of the contractor.

(2) Rules, regulations, directions, and requirements that are issued by command authorities under their responsibility for good order, administration, and security are applicable to all personnel who enter the installation, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-8	Fixed Fee	JUN 2011
52.219-7	Notice of Partial Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	JUL 2013
52.219-9 Alt II	Small Business Subcontracting Plan (JULY 2013) Alternate II	OCT 2001
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-17	Nondisplacement of Qualified Workers	JAN 2013
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-41	Service Contract Act Of 1965	NOV 2007

52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	SEP 2009
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	MAY 2012
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	MAY 2012
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.232-25 Alt I	Prompt Payment (July 2013) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUL 2013
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984

52.249-14	Excusable Delays	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	MAY 2013
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 Terrorist Country	DEC 2006
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.215-7004	Requirement for Submission of Data Other Than Certified Cost or Pricing Data--Modifications-Canadian Commercial Corporation.	JUL 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	AUG 2012
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	JUN 2013
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
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

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52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of

this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

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

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

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

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(F) Facilities capital cost of money factors computation.

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

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

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at

http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

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

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

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

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

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

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

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

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

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

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

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

(1) Shall be the anticipated final rates; and

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

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

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

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

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

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

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

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

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

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

(End of clause)

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52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **30 September 2013** through **29 September 2018**. An additional 6 months of ordering may be authorized under FAR 52.217-8.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

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52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$10,000,000;

(2) Any order for a combination of items in excess of \$10,000,000; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **the period specified in the task order award.**

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed (to be determined on a task order basis) or the overtime premium is paid for work --

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

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

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

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

(End of clause)

52.232-20 LIMITATION OF COST (APR 1984)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that--

(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of clause)

52.244-2 SUBCONTRACTS (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

TBD

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

N/A

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

252.203-7004 Display of Fraud Hotline Poster(s) (DEC 2012)

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

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD hotline posters prepared by the DoD Office of the Inspector General. DoD hotline posters may be obtained via the Internet at http://www.dodig.mil/HOTLINE/hotline_posters.htm.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

Department of Homeland Security
Attn: Office of Inspector General
245 Murray Drive, SW, Bldg. 410
Washington, DC 20528

OR

http://www.dhs.gov/xoig/assets/DHS_OIG_Hotline-optimized.jpg

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2013)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g.,

Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number, European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line	Item description
item No.	Item description

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

(a) Definitions. As used in this clause—

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted

vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011)

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

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

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

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

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

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

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

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

(d) If this contract has a value of less than \$50 million, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for

application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

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

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

(1) Contract award;

(2) The exercise of significant contract options; and

(3) The incorporation of major modifications.

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

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

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

(i) Significant deficiencies.

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

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

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

(i) Remaining significant deficiencies;

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

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

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

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

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

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

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

N/A

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

To Be Identified on a Task Order Basis

(End of clause)

252.247-7023 Transportation of Supplies by Sea (JUN 2013)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
---------------------	------------------------	----------

TOTAL _____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

AFARS 5152.250-1-9000, ADDITIONAL INFORMATION ON INDEMNIFICATION REQUESTS UNDER CONTRACTS FOR A QUALIFIED ANTI-TERRORISM TECHNOLOGY (NOV 2004)

a. General Information.

(1) This contract provides for the delivery of a product, service, technology, or other matter that has been or could be designated by the Department of Homeland Security (DHS) as a Qualified Anti-Terrorism Technology (QATT) under the Support Anti-Terrorism by Fostering Effective Technologies (SAFETY) Act, 6 U.S.C. 441-444. The SAFETY Act defines a QATT as “any product, equipment, service (including support services), device, or technology (including information technology) designed, developed, modified, or procured for the specific purpose of preventing, detecting, identifying, or deterring acts of terrorism or limiting the harm such acts might otherwise cause.” The statute provides sellers of QATTs with significant legal protections against third-party products liability lawsuits.

(2) The SAFETY Act is administered by DHS. The DHS regulations implementing this statute are found at 68 Federal Register 59684 (October 16, 2003) and 6 CFR 25.1-25.9. Additional information about the SAFETY act is found on the DHS internet site at: <https://www.safetyact.gov>. Offerors are encouraged to contact the DHS for additional information about this program, and, in appropriate cases, to submit an application to the DHS requesting that their product, service or technology be designated as a QATT.

(3) Eligibility for a SAFETY Act designation does not preclude the granting of indemnification under Public Law 85-804. The SAFETY Act’s liability protections, however, were designed to substantially reduce the need for the United States to provide indemnification to the sellers of anti-terrorism technologies.

(4) Executive Order (E.O.) 10789, governing the indemnification process, has been amended to require all Federal agencies, including the Department of the Army, to follow certain procedures to ensure that the potential applicability of the SAFETY Act is considered before any indemnification is granted for an anti-terrorism technology. Section 25(a) of E.O. 10789 provides that indemnification may not be approved with respect to any matter that has been or could be designated by the Secretary of Homeland Security as a QATT, unless, after consideration of the authority provided by the SAFETY Act, there has been a determination that indemnification is necessary for the timely and effective conduct of United States military or intelligence activities.

b. Contents of Indemnification Requests. In addition to providing the information required by Federal Acquisition Regulation 50.403-1, contractors are encouraged to fully explain why indemnification is necessary for the timely and effective conduct of United States military or intelligence activities, in view of the protections available under the SAFETY Act.

(end of clause)

USE OF CELL PHONES WHILE DRIVING (Oct 2012)
ACC-APG 5152.204-4903

Cell phone use is prohibited while driving on Department of Defense (DoD) installations, unless vehicle is safely parked or unless a hands-free device is used. Wearing of any other portable headphones, earphones, or other listening devices (except for the hands-free cellular phones) is prohibited.

MULTIPLE AWARD TASK ORDER CONTRACT AND DELIVERY ORDER CONTRACT OMBUDSMAN
(Oct 2012)
ACC-APG 5152.216-4904

a. In accordance with FAR 16.505(b)(6), the following individual has been appointed as ombudsman for multiple award task order and delivery order contracts issued by this organization:

(b) (6)

Army Contracting Command - APG
Bldg. 6001
Aberdeen Proving Ground, MD 21005-1846

(b) (6)

b. The ombudsman has the authority to review contractor complaints that they have not been afforded fair opportunity to be considered for award of a particular task order or delivery order under a multiple award contract.

c. A contractor who receives an award under a multiple award contract may contact the ombudsman with a complaint concerning the award of a particular task order or delivery order placed under the multiple award contract.

(1) The contractor is encouraged to try to resolve the issue with the contracting officer prior to contacting the ombudsman. However, contractor complaints to the ombudsman must be made within 5 work days of the award under complaint.

(2) The ombudsman's authority is limited to issues pertaining to the awarding of task orders and delivery orders under multiple award contracts. Contractor complaints directed to the ombudsman shall be confined to these issues. All other complaints will be outside the authority of the ombudsman and will be returned to the contractor without action.

d. Upon review of the facts, the ombudsman will determine whether or not the contractor was afforded a fair opportunity to be considered consistent with the procedures in the contract and either:

- (1) Deny the contractor's complaint; or,
- (2) Require that the contracting officer take corrective action regarding the complaint.

e. If the contracting officer does not agree with the decision of the ombudsman, the matter shall be referred to the ACC-APG Principal Assistant Responsible for Contracting for final decision.

f. These ombudsman procedures are not subject to FAR 52.233-1, Disputes, with or without its Alternate I found elsewhere in this contract.

IDENTIFICATION OF CONTRACTOR EMPLOYEES (Oct 2012) ACC-APG 5152.237-4901

- a. All contractor employees shall be identified as such by wearing badges at all times while performing work at this Government facility and when performing work for the Government under the scope of this contract at other installations or non-government sites to include attendance at meetings, seminars, etc. The badges may be either affixed to clothing or be displayed from a chain or other mechanism worn around the neck. Badges must include contractor's company name and employee's name. The badges shall be colored white with black lettering and a minimum badge size of 1.5 inches tall by 3 inches long. A company logo may be placed on the badge, at the company's discretion. No other items may be placed on the badge.
- b. Contractor workspace (office, laboratory, desk) shall contain a sign signifying the space is occupied by "contractor employee(s)" to ensure that Federal employees and the public know that they are not Federal employees. Coordinate location with the Contracting Officer's Representative (COR).
- c. Contractor employees shall initially identify themselves by name and company affiliation when answering the telephone, presenting briefings, conducting or attending meetings/seminars, or any other situations where their contractor status is not obvious.
- d. All contractor correspondence (written, facsimile, and email display) shall include their company name, and any other documents or reports produced by contractors are identified as contractor products or contractor participation is disclosed.