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2. CONTRACT NU	MBER	3. AWARD/EFFECTIVE DATE	4. SOLICITATI FA8108-2	ION NUI		5. SO	LICITATION TYI	NEGOTIATED	LOLICITATION ISSUE DATE
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Ched	DRAFT RFP* k here if your proposa k here if your proposa nall Businesses who are	l applies to Small Busi	ness (SB)	Com	petition Poo	l	nd submi	t two enti	rely separate
For informa	ation regarding the Cor	mpetition Pool parame	eters see	Spec	ial Provision	/Claus	e "Compe	tition Poc	ols."
23.	ACCOUNTING AND APPROP	NE ITEM SCHE	<u>UIII E</u>					/ARD AMOUNT	(For Government Use Only)
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27. SIGNATURE	OF OFFEROR/CONTRACTOR		28	8. UNITE	D STATES OF AME	RICA (Sign	ature of Contrac	ting Officer)	
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			NO RE	SPONSE FOR RE	EASON	S CHECKED		
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PART I - THE SCHEDULE SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

This is an Indefinite Quantity soliciation/contract as contemplated by FAR 16.504 and referenced in FAR 52.216-22 Indefinite Quantity. Becuase Contrator Field Team (CFT) is a multiple award acquisition, the dollar amount issued under any CFT contract/task order will count towards the total contract maximum of \$8,000,000,000.00 (8B). The sum contract value of all CFT contract/task orders shall not exceed the total program ceiling. The contract maximum is \$8.0B for all task orders issued under the multiple CFT Basic Contracts.

Secion K, L and M are incorporated by reference, except FAR 52.215-1.

IAW FAR 52.232-7, the Contractor is required to provide notification when 70% of the Not to Exceed (NTE) Price /Total Estimated Cost/Ceiling Price has been exceeded for CLINs X002, X005, X006, X007, X008, X009. Prior to the required notification, the Contractor shall also provide a Cost Notification Letter to the COR and ACO when cost disbursement for 70% of the obligated funding for each ACRN/CLIN/Sub-CLIN has occured.

There will be a five (5) year Basic period and 1 five (5) year option period.

NOTE: All references to "X" in the CLIN represent sequential numbering of the year as follows:

<u>PERIOD</u>	<u>DATES</u>
0 = Basic	01 Jun 24 - 31 May 25
1 = Basic Year 1	01 Jun 25 - 31 May 26
2 = Basic Year 2	01 Jun 26 - 31 May 27
3 = Basic Year 3	01 Jun 27 - 31 May 28
4 = Basic Year 4	01 Jun 28 - 31 May 29
5 = Option 1 Year 1	01 Jun 29 - 31 May 30
6 = Option 1 Year 2	01 Jun 30 - 31 May 31
7 = Option 1 Year 3	01 Jun 31 - 31 May 32
8 = Option 1 Year 4	01 Jun 32 - 31 May 33
9 = Option 1 Year 5	01 Jun 33 - 31 May 34

Labor (FFP) - Basic Period (Basic) - 01 Jun 24 - 31 May 25

Item No. X001

Firm Fixed Price

Quantity U/I Unit Price

Amount

Labor (FFP) - Basic Period (Basic) - 01 Jun 24 - 31 May 25

The contractor shall provide Firm Fixed Price (FFP) labor support in accordance with (IAW) the Performance Work Statement (PWS) (Section J, Attachment 1). Payment shall be made upon satisfactory performance of the work required by orders in accordance with the General Provision entitled "Payments" (52.232-1).

Limitations of Liability: High Value Item

Inspection: Origin Acceptance: Origin

Inspection/Acceptance Report: WAWF

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title Number Date Tailoring

AS9100 9100

This CLIN is subject to the NTE rates established in Attachment 2, the Labor Category Rate Mix.

IN the event that any area is identified as hazardous by the Department of State during the life of this contract, the Administrative Contracting Officer (ACO) or the Procurement Contracting Officer (PCO) will establish in the initial task order competition or by modification a separate Danger Pay Rate. This Danger Pay Rate will be calculated by adding the Department of State published allowed percentage rate for performance in that area to the straight time pay rate. In accordance with Department of State Standardized Regulations (DSSR), Danger Pay will only be paid on the straight time pay rate, and will not be applied to any overtime pay, night pay differential, hazard differential, extra pay for work on

Labor Overtime (FFP) - Basic Period (Basic) - 01 Jun 24 - 31 May 25

Item No. X002

Fixed Price - PER OCCURRENCE Quantity U/I Unit Price

holidays, post differential and allowances.

Not to Exceed Price

The contractor shall, when directed and authorized by the Contracting Officer, provide Overtime support in accordance with (IAW) the Performance Work Statement (PWS) (Section J, Attachment 1). This CLIN shall be subject to the limitations and instructions of the Special Provision/Clause "OVER AND ABOVE PROCEDURES."

Limitations of Liability: High Value Item

Inspection: Origin Acceptance: Origin

Inspection/Acceptance Report: WAWF

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title Number Date Tailoring

AS9100 9100

This CLIN is subject to the NTE rates established in Attachment 2, the Labor Category Rate Matrix.

Task orders issued hereunder will be issued with the quantity of LO (Lot). The quantity of a LO (Lot) is defined as the potential sum of all work requests, for the specified period, approved by the ACO.

The contractor is authorized to invoice for each work request accepted/approved by the Government. Each overtime work request (occurrence) will be identified/negotiated at a firm-fixed price. Each overtime work request (occurrence) will be identified/negotiated at the task order level and placed on the appropriate sub-CLIN.

The Government reserves the right to increase or decrease the funds allotted for this CLIN on a unilateral basis by modification to the contract. In no event, shall the Contracting Officer decrease the funds below the amount incurred by the Contractors at the time of the notice of decrease. Any funds remaining from the Governments estimated overtime, after payment of all approved work requests, will be deobligated.

Payment Instructions:

Task orders issued hereunder shall follow the following payments instructions regarding overtime. Contractor shall submit invoices in Wide Area Workflow (WAWF) on a Combo Invoice. The contractor shall attach a fully executed Certificate of Completion and Acceptance (COCA) and ACO Approval for overtime work request to the DD-250 portion of the Combo Invoice. The contractor shall enter the appropriate number for the Quantity Shipped on the Combo Invoice. The COCA shall delineate, by labor skill, the hours and contractual overtime rates which shall equal the invoice amount and the date(s) overtime hours were executed. The contractor shall not invoice for more funds than approved by the ACO.

CAP/CAS (CR) - Basic Period (Basic) - 01 Jun 24 - 31 May 25

Item No. X003

Cost Reimbursement - No Fee

Quantity <u>U/I</u> Estimated Unit Cost

LO

Total Estimated Cost

Contractor Acquired Property/Contract Acquired Services (CAPS/CAS) expenses provided under this CLIN are those furnished by the contractor that are: (i) validated in advance by the COR and then subsequently authorized by the ACO or PCO; (ii) not furnished by the Government and; (iii) required for performance of or incidental to work. This CLIN supports CLIN 0001 and 0002. This CLIN shall be subject to the limitations and instructions of FAR 52.216-7, "Allowable Cost and Payment", and FAR 52.232.22 "Limitation of Funds" and Special Provision/Clause "Government Provided Support at Government Operated Locations".

Limitations of Liability: High Value Item

Inspection: Origin Acceptance: Origin

Inspection/Acceptance Report: WAWF

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title Number Date Tailoring

CAP/CAS (CR) - Basic Period (Basic) - 01 Jun 24 - 31 May 25

AS9100 9100

This CLIN is subject to the NTE service/material handling burden rates established in Attachment 2, the Labor Category Rate Matrix.

Task orders issued hereunder will be issued with the quantity of LO (Lot). The quantity of a LO (Lot) is defined as the potential sum of all work requests approved by the ACO. The contractor is authorized to invoice for each work request accepted by the Government. Any funds remaining on the CAP/CAS SubCLINs after payment of all approved work requests will be de-obligated.

Labor (T&M) - Basic Period (Basic) - 01 Jun 24 - 31 May 25

Item No. X004

Time & Material

<u>Estimated</u> <u>U/I</u> <u>Estimated Amount</u>

Quantity

LO

Ceiling Price

The contractor shall provide Time and Materials (T&M) Labor support in accordance with (IAW) the Performance Work Statement (PWS) (Section J, Attachment 1). Any T&M effort on any and all future task orders issued will be proposed at fixed hourly rates rates not to exceed the composite ceiling labor rates established on the Labor Category Rate Matrix. Note that all T&M task order proposals will be submitted in accordance with FAR 52.216-29 "Time and Materials/Labor Hour Proposal Requirements - Non Commercial Item Acquisition with Adequate Price Competition (FEB 2007)" and DFARS 252.216-7002, "Alternate A, Time and Materials/Labor Hour Proposal Requirements - Non Commercial Item Acquisition with Adequate Price Competition (FEB 2007)" incorporated by reference into the award.

Limitations of Liability: High Value Item

Inspection: Origin Acceptance: Origin

Inspection/Acceptance Report: WAWF

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title Number Date Tailoring

AS9100 9100

This CLIN is subject to the NTE rates established in Attachment 2, the Labor Category Rate Matrix.

Task orders issued hereunder will be issued with the quantity of LO (Lot). The quantity of a LO (Lot) is defined as the potential sum of all work requests approved by the ACO. The contractor is authorized to invoice for each work request accepted by the Government. Any funds remaining on the Time and Materials (T&M) SubCLINs after payment of all approved work requests will be de-obligated.

Ceiling Price

In the event that any area is identified as hazardous by the Department of State during the life of this contract, the Administrative Contracting Officer (ACO) or the Procuring Contracting Officer (PCO) will establish in the initial task order competition or by modification a separate Danger Pay Rate. This Danger Pay Rate will be calculated by adding the Department of State published allowed percentage rate for performance in that area to the straight time pay rate. In accordance with Department of State Standardized Regulations (DSSR), Danger Pay will only be paid on the straight time pay rate, and will not be applied to any overtime pay, night pay differential, hazard differential, extra pay for work on holidays, post differential and allowances.

Labor Overtime (T&M) - Basic Period (Basic) - 01 Jun 24 - 31 May 25

Item No. X005

Time & Material

<u>Estimated</u> <u>U/I</u> <u>Estimated Amount</u>

<u>Quantity</u>

LO

The contractor shall, when directed and authorized by the Contracting Officer, provide Overtime support in accordance with (IAW) the Performance Work Statement (PWS) (Section J, Attachment 1). Any T&M effort on any and all future task orders issued will be proposed at fixed hourly rates not to exceed the composite ceiling labor rates established on the Labor Category Rate Matrix. Note that all T&M task order proposals will be submitted in accordance with FAR 52.216-29, "Time and Materials/Labor Hour Proposal Requirements - Non Commercial Item Acquisition with Adequate Price Competition (FEB 2007)" and DFARS 252.216-7002, "Alternate A, Time and Materials/Labor Hour Proposal Requirements - Non Commercial Item Acquisition with Adequate Price Competition (FEB 2007)" incorporated by reference into the award.

Limitations of Liability: High Value Item

Inspection: Origin
Acceptance: Origin

Inspection/Acceptance Report: WAWF

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title Number Date Tailoring

AS9100 9100

This CLIN is subject to the NTE rates established in Attachment 2, the Labor Category Rate Matrix.

Task orders issued hereunder will be issued with the quantity of LO (Lot). The quantity of a LO (Lot) is defined as the potential sum of all work requests approved by the ACO. The contractor is authorized to invoice for each work request accepted by the Government. Any funds remaining on the overtime SubCLINs after payment of all approved work requests will be de-obligated.

Mat'l/Non-Mat'l (T&M) - Basic Period (Basic) - 01 Jun 24 - 31 May 25

Item No. X006

Time & Material

<u>Estimated</u> <u>U/I</u> <u>Estimated Amount</u>

LO

Ceiling Price

Quantity

Material and reimbursable non-material expenses provided under this CLIN are those furnished by the contractor that are: (i) validated in advance by the COR and then subsequently authorized by the ACO or PCO; (ii) not furnished by the Government and; (iii) required for performance of or incidental to work. This CLIN supports CLIN 0006 and 0007. This CLIN shall be subject to the limitations and instructions of FAR clause 52.232-7 "Payments Under Time and Materials and Labor Hour Contracts" and Special Provision/Clause "Government Provided Support at Government Operated Locations".

Limitations of Liability: High Value Item

Inspection: Origin Acceptance: Origin

Inspection/Acceptance Report: WAWF

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title Number Date Tailoring

AS9100 9100

This CLIN is subject to the NTE service/material handling burden rates established in Attachment 2, the Labor Category Rate Matrix.

Task orders issued hereunder will be issued with the quantity of LO (Lot). The quantity of a LO (Lot) is defined as the potential sum of all work requests approved by the ACO. The contractor is authorized to invoice for each work request accepted by the Government. Any funds remaining on the Mat/Non-Mat SubCLINs after payment of all approved work requests will be de-obligated.

Travel (CR) - Basic Period (Basic) -01 Jun 24 - 31 May 25

Item No. X007

Cost Reimbursement - No Fee

Quantity <u>U/I</u> <u>Estimated Unit Cost</u>

IC

Total Estimated Cost

This CLIN is to support Government directed travel. The contractor shall provide travel in accordance with (IAW) the PWS on each individual task order issued hereunder. The Government will only reimburse allowable costs in accordance with FAR 31.205-46, "Travel Costs".

Limitations of Liability: High Value Item

Inspection: Origin Acceptance: Origin

Inspection/Acceptance Report: WAWF

Travel (CR) - Basic Period (Basic) -01 Jun 24 - 31 May 25

Quality Assurance:	Higher Level Contract Quali	ity Requireme	nts	
The Contractor shall	comply with the standard(s)	listed below.	(if more than one,	check the appropriate standard.
Title		Number	Date	Tailoring
AS9100		9100		

Task orders issued hereunder will be issued with the quantity of LO (Lot). The quantity of a LO (Lot) is defined as the potential sum of all work requests approved by the ACO. The contractor is authorized to invoice for each travel request accepted by the Government. Any funds remaining on the travel SubCLINs after payment of all approved work requests will be de-obligated.

The Contractor may be required to travel in support of individual task order (TO) requirements. Travel requirements will be reimbursed by separate voucher and must be coordinated in advance with the Contracting Officer representative (COR) and approved by the Administering Contracting Officer. Travel requirements will be identified, proposed, and negotiated in individual task orders on a cost-reimbursement basis as the requirement for travel upon occurrence. Billable travel costs are air fare, ground transportation, and per diem costs, not labor hours.

In accordance with FAR 31.205-46(a)(2), costs incurred by the contractor for authorized travel shall be reimbursed to the extent that they do not exceed, on a daily basis, per diem rates set forth in the Joint Travel Regulations (JTR). Travel expenses such as air fare, ground transportation, and per diem costs in direct support of a specific TO will be issued under the applicable travel CLIN/Sub-CLIN.

IAW the JTR App A., Part I, Permanent Duty Station (PDS) is defined as "the employee/invitational traveler's permanent work assignment location. For the purpose of determining PCS travel allowances, a PDS is the building or other place (base, military post, or activity) where an employee regularly reports for duty." Permanent Duty Stations (PDS), both CONUS & OCONUS, shall not be considered TDY; therefore, no long-term per diem or COLA is authorized. Any anticipated cost of living expenses, including but not limited to costs to hire and retain a skilled workforce, shall be included in the Contractor's basic NTE rates and task order proposed rates.

For purposes of this contract, the Government under no circumstances will pay per diem (CONUS & OCONUS) for a contractor who is not on Government directed official travel.

Transition "in" (FFP) - Basic Period (Basic) - 01 Jun 24 - 31 May 25

Item No. X008

Firm Fixed Price

Quantity U/I Unit Price

Amount

Transition "in" (FFP) - Basic Period (Basic) - 01 Jun 24 - 31 May 25

This FFP CLIN is for "TRANSITION IN." All anticipated "Transition In" costs (for applicable task orders) shall be separately proposed under this "Transition In" CLIN. All "Transition In" costs shall be IAW special provision/clause "Criteria For Issuing Task Orders/Fair Opportunity Notices."

Limitations of Liability: High Value Item

Inspection: Origin Acceptance: Origin

Inspection/Acceptance Report: WAWF

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title Number Date Tailoring

AS9100 9100

Transition "out" (FFP) - Basic Period (Basic) - 01 Jun 24 - 31 May 25

Item No. X009

Firm Fixed Price

Quantity U/I Unit Price LO

<u>Amount</u>

This FFP CLIN is for "TRANSITION OUT." All anticipated "Transition Out" costs (for applicable task orders) shall be separately proposed under this "Transition Out" CLIN. All "Transition Out" costs shall be IAW special provision/clause "Criteria For Issuing Task Orders/Fair Opportunity Notices."

Limitations of Liability: High Value Item

Inspection: Origin Acceptance: Origin

Inspection/Acceptance Report: WAWF

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title Number Date Tailoring

AS9100 9100

Data (NSP) - Basic Period (Basic) - 01 Jun 24 - 31 May 25

Item No. X010

Not Seperately Priced (NSP)

A001

Exhibit: A DID:

DI-MGMT-8158

(

Data (NSP) - Basic Period (Basic) - 01 Jun 24 - 31 May 25

A002

Exhibit: A DID:

DI-MGMT-8164

2

A003

Exhibit: A DID:

DI-MGMT-8000

4A

A004

Exhibit: A DID: Reserved

A005

Exhibit: A DID: Reserved

A006

Exhibit: A DID:

DI-MGMT-8146

8

A007

Exhibit: A DID:

DI-MGMT-8079

0

A008

Exhibit: A DID:

DI-MGMT-8036

A8

A009

Exhibit: A DID:

DI-MGMT-8179

4

A010

Exhibit: A DID:

DI-MGMT-8158

0

Data (NSP) - Basic Period (Basic) - 01 Jun 24 - 31 May 25

A011

Exhibit: A DID:

DI-MGMT-8158

0

A012

Exhibit: A DID:

DI-MGMT-8110

7A

A013

Exhibit: A DID:

DI-MGMT-8191

1

A014

Exhibit: A DID:

DI-MGMT-8191

1

DATA (NSP)

In accordance with (IAW) the requirements set forth on the DD Forms 1423s attached hereof as Exhibit A, is Not Separately Priced (NSP) Data. The price of CLIN 0010 shall be included in CLINs 0001 through 0009 as appropriate. Data delivery requirements are attached to the RFP (Section J, Attachment 3, Exhibit A) and are listed in the basic contract PWS (Attachment 1), Section 6.0 titled "CDRLs/DELIVERABLES".

Limitations of Liability: High Value Item

Inspection: Destination Acceptance: Destination

Inspection/Acceptance Report: IAW Applicable DD 1423

Exhibit: A

Quality Assurance: IAW Applicable DD 1423

Basic Contract - Post Award Conference (CR)

Item No. X011

Cost Reimbursement - No Fee

Quantity U/I Estimated Unit Cost

Total Estimated Cost

LO

Post Award Conference

Initial task order award is for the Post Award Conference. Contract Awardees shall attend the conference and provide requested documentation as part of contract phase-in.

Limitations of Liability: High Value Item

Basic Contract - Post Award Conference (CR)

Inspection: Origin Acceptance: Origin

Inspection/Acceptance Report: WAWF

Quality Assurance: Higher Level Contract Quality Requirements

The Contractor shall comply with the standard(s) listed below. (if more than one, check the appropriate standard.)

Title Number Date Tailoring

AS9100 9100

This CLIN is a one-time use only CLIN in relation to the basic contracts. This CLIN will not be applicable for subsequent task order awards.

The Contractor shall provide a post award conference presentation within twenty (20) business days of award of the CFT basic contracts. For this presentation, the Contractor shall provide a conference agenda, include an overall summary of their organization, process for receiving and submitting FON's, and identification of key members of the organization who have authority to correspond with the CFT Program Office. The presentation shall not exceed thirty (30) charts and may last up to one (1) hour. The Contractor shall not provide more than 3 employees for this conference.

Pursuant to FAR 15.504(a)(1) and (a)(2), the minimum quantity provided in this contract is satisfied by participating in the CFT Post Award Conference as set forth in this CLIN 0011. This CLIN consists of single deliverable completion type cost reimbursement contract, for which the Contractor will be reimbursed its actual direct and actual indirect costs as provided in FAR 52.216-7. The Contractor can only be reimbursed for certain direct travel costs in connection with this Conference as provided in FAR 31.205-46.

Each offeror shall propose an estimated total cost for this CLIN as part of its proposal. The Government has established a Ceiling Cost of \$5,000.00 for this CLIN.

The conference location shall be Oklahoma City. The CFT Program Office will provide a range of possible schedule times and dates after award.

PART I - THE SCHEDULE SECTION E INSPECTION AND ACCEPTANCE

52.246-2	INSPECTION OF SUPPLIESFIXED-PRICE (AUG 1996) (IAW FAR 46.302)
52.246-4	INSPECTION OF SERVICESFIXED-PRICE (AUG 1996) (IAW FAR 46.304)
52.246-5	INSPECTION OF SERVICESCOST-REIMBURSEMENT (APR 1984) (IAW FAR 46.305)
52.246-6	INSPECTIONTIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001) (IAW FAR 46.306)

52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

(IAW FAR 46.311, DFARS 246.202-4(1))

(a) The Contractor shall comply with the higher-level quality standard(s) listed below. [If more than one standard is listed, the offeror shall indicate its selection by checking the appropriate block.]*

	Title	Number	Date	Tailoring
*See Individual Line Item Schedule				

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

(IAW FAR 46.316)

INSPECTION AND ACCEPTANCE (SEP 1999)

(IAW FAR 46.401(b), FAR 46.503)

Government Contract Quality Assurance Inspection and Acceptance will be at (Final):

[CONTRACTOR FILL-IN]

Item No(s): See schedule for items with the following code(s) listed below:

Inspection Code and Address:

Government Contract Quality Assurance Inspection and Acceptance will be at destination(s) specified herein (Final)

Item No(s): X010

PART I - THE SCHEDULE SECTION F DELIVERIES OR PERFORMANCE

52.242-15 STOP-WORK ORDER (AUG 1989)

(IAW FAR 42.1305(b)(1))

52.242-15 STOP-WORK ORDER -- ALTERNATE I (APR 1984)

(IAW FAR 42.1305(b)(2))

PART I - THE SCHEDULE
SECTION H
SPECIAL CONTRACT REQUIREMENTS

PROCESS AND CRITERIA FOR ISSUING TASK ORDERS

- 27. In accordance with contract clause 252.216-7006, "Ordering," a Procuring Contracting Officer (PCO) at Tinker AFB, the CFT Program Management Office (PMO), will issue task orders. The procedures in this clause shall be used for solicitation, negotiation, and award of individual task orders hereunder.
 - (a) Small Business Set-Aside Competition Pool (See H-2).

- (b) Full and Open Competition Pool (See H-2).
- 28. Contractors who wish to be considered for award of a task order shall respond in accordance with the instructions in the task order solicitation and comply with FAR 52.215-1, "Instructions to Offerors Competitive Acquisitions (Jan 2004)," incorporated by reference into the award except FAR 52.215-1(c) (1), (2) and (4), and FAR 52.215-1(f) (5), (6) and (9).
- 29. Unless otherwise determined by the PCO, the Contractor will not be required to submit mandatory proposals for every requirement. In the event that adequate competition (two or more proposals per the FAR) is not obtained following issuance of a task order solicitation, the Government may extend the proposal due date and require all contractors in the eligible competition pool to submit a proposal in response to the task order solicitation. Additionally, at the discretion of the PCO, the task order solicitation may require mandatory proposals for a particular site. An offeror's task order proposal shall be valid for at least 90 days from the closing date and time specified within the task order solicitation. The Contractor's proposal shall be furnished to the PCO within the timeframe specified in the task order solicitation.
- 30. For unusually large or complex task orders, the Government may offer site visits before or after issuance of the task order solicitation, at the expense of the Contractor.
- 31. At the discretion of the CFT PMO, a draft PWS and/or draft pricing sheet may be released and allow the offerors the opportunity for questions and answers.
- 32. FFP task orders will utilize a Minimum Team Complement (MTC) as follows:
 - 14. MTC is defined as 'the required minimum amount of staffing necessary for effective performance on each task order.' The Government will solely determine the minimum team complement based on agency needs Page 79 of 112 Indefinite Delivery Contract FA8108-17-D-0016 for a particular location. The PCO will reject a task order proposal that fails to comply with the minimum team complement. Any offer that does not meet the MTC will be ineligible for task order award.
- (b) All Contractors are required to meet the MTC as requested on each individual task order. If a Contractor is not meeting the MTC (excluding Holiday Leave, Annual Leave, Sick Leave, FMLA Leave, Temporary Military Duty and standard backfill) for a period of 30 days then the PCO shall request consideration that considers the hourly rate of the vacant skill set as well as the length of time the MTC is not being met. The PCO shall seek consideration by any means that are determined to be in the best interest of the Government. This includes the unilateral reduction of FFP monthly payments for the Contractor's inability to successfully meet the MTC as set forth in the Basic contract PWS/task order PWS unless it was determined to be at the fault of the Government.
- (c) The Government considers only Contractor personnel who are actually on-site and working (excluding holiday leave, annual leave, sick leave, FMLA leave, temporary military duty and standard backfill) as countable towards the MTC. Contractors who are on leave (outside of the above listed) will not be allowed as countable towards the MTC.
- (7) For purposes of preparing proposals, contractors should assume all task orders will require adequate site supervision as follows:

Each Contractor will be required to provide adequate supervision at each site IAW the task order PWS and other terms, conditions and instructions in the task order solicitation. Offerors on a task order will be required to submit a management plan with each task order proposal. The management plan shall clearly define, explain and quantify proposed Site Supervisors (indirect) as well as utilization of Team Leads (direct) for each site for the specific requirement.

(b) Site Supervisors are defined as 'on-site, indirectly billed, overhead positions of the Contractor.' Site Supervisors will not count towards the team complement. Employees who spend a preponderance of

their time performing non-maintenance per company internal specific activities are NOT considered Team Leads and shall not be billed as direct employees to the Government. Employees falling under that classification are considered management overhead.

- (c) Team Leads are defined as 'directly billed personal who spend a preponderance of their time performing hands on, maintenance related activities.' Team Leads may be used to "augment" supervision only and shall not be used in lieu of site supervisors, unless paragraph "e" below applies. To qualify for the definition of Team Lead and be eligible as direct billed employees, a Team Lead must spend the preponderance of their time performing hands on, maintenance related activities. Since Team Leads are direct billed employees they may be counted towards the team complement. Any bonus or extra pay provided to Team Leads is considered a Contractor overhead expense and is not directly reimbursable by the Government.
- (d) The ratio between Site Supervisors vs. direct labor employees will be determined on each individual task order depending on agency needs.
- (e) For Small Teams (task orders with 25 or less FTEs), in the Government's discretion, the task order solicitation may require offerors to use a Team Lead in lieu of a Site Supervisor. If so, the Team Lead would become the designated point of contact for the Government. In this case only, the Team Lead may perform up to a maximum of five hours per week of company-related administrative duties (i.e. time and attendance sheets, home office required reports, etc.) under direct billing rates.
- 33. Each task order proposal shall include, at a minimum, the following:
- `(a) Proposed pricing by CLIN, specific to the Government requested labor categories and hours. Rates proposed must be at or below the rates established in the Labor Category Rate Matrix Attachment 2 (Section J) "Not-to-Exceed Rates" of the basic contract (unless otherwise specified in the task order solicitation)
 - (b) For FFP task orders, a MTC IAW paragraph 6 above
 - (c) Management plan IAW paragraph 7 above
- (d) Any additional input, as determined necessary by the PCO, and required by the task order solicitation.
- Offerors shall propose IAW with their NTE rates established in the Labor Category Rate Matrix, Attachment 2 to the basic contract. If a task order period of performance crosses either the basic period or an option period of the basic contract, contractors can expect the instructions for proposal preparation for the task order will clearly state how the NTE rates will be evaluated. Any price proposal that contains rates that exceed basic contract NTEs for any period requested in the task order solicitation will be ineligible for award unless otherwise specified by the PCO. In rare circumstances, the PCO may determine that it is in the best interest of both the Government and the Contractor to allow Contractors to exceed their NTE rates for a particular effort which will be clearly delineated in the instructions for proposal preparation for the task order.
- (10) Each task order may utilize an FFP "transition in" or "transition out" CLIN as follows: Page 80 of 112 Indefinite Delivery Contract FA8108-17-D-0016
- (a) "Transition In" each task order may utilize an FFP "transition in" CLIN, as determined by the PCO. All anticipated "transition in" costs shall be separately proposed under the designated "transition in" CLIN (0010, 1010, 2010...) "Transition in" costs will be evaluated as part of the total evaluated price of the task order. Example "transition in" costs may include (but are not limited to) all travel, per diem, training, tool shipments, lodging, on-site employee costs, etc. necessary to accomplish transitioning into the work site. Potential cost examples are meant as a guide only, as the Government cannot anticipate all costs a Contractor may encounter during transitioning into a site. "Transition in" should not include any direct labor costs (meaning "hands on" labor) planned to be incurred once performance begins. The Government may withhold payment of the "transition "in" CLIN until the Contractor satisfies the terms of the initial manning requirements as defined in the task order.
- (b) "Transition Out" each task order may utilize an FFP "transition out" CLIN, as determined by the PCO. All anticipated "transition out" costs shall be separately proposed under the designated "transition out" CLIN (0011, 1011, 2011...). "Transition out" costs will be evaluated as part of the total

evaluated price of the task order. Example "transition out" costs may include (but are not limited to) all travel, per diem, training, tool shipments, lodging, etc. necessary to accomplish transitioning out of the work site. Potential cost examples are meant as a guide only, as the Government cannot anticipate all costs a Contractor may encounter during transitioning out of a site. "Transition out" should not include any direct labor support costs incurred after the period of performance ends.

- (11) Offerors shall use the most current CFT NWD (National Wage Determination) attached to the contract when developing task order proposals, unless otherwise stated by the PCO.
- (12) Upon receipt of proposals, the Government will evaluate the proposals and award a task order to the successful offeror. The Government will issue task orders based on an integrated assessment in accordance with the evaluation criteria specified in the task order solicitation. Examples of evaluation criteria may include, but is not limited to, past performance, mission capability, price, management plan and minimum team complement.
- (13) The task order solicitation will describe how the total evaluated price for that task order will be determined and will identify the evaluation criteria and relative weights the Government will use to determine which task order proposal represents the "best value" to the Government. The PCO may use past performance information to determine "best value" when awarding the task order. In order to retain past performance data, the Government will collect information from all CFT task orders on a monthly basis via CFT Form 104. This will be the primary method of past performance data collection; however, additional sources of information may be considered. Past performance utilization will be consistent with Air Force source selection procedures, adverse performance information will be provided to the Contractor as it becomes available and the contractor shall work with the Cognizant Contracting Officer and/or QAPC for resolution of the condition leading to the adverse performance report(s).
- (14) The Government reserves the right to reject any task order proposal that is determined to be unrealistic including proposed contract terms and conditions, or unreasonably high or unrealistically low in price. During evaluation, if the Government determines that the proposal is deemed to reflect an inherent lack of competence or failure to comprehend the complexity and risks of the applicable task it may not be considered for further evaluation. The Government may request data other than certified cost and pricing data to assist in this evaluation.
- (15) IAW FAR 52.215-1, the Government expects to award task orders without discussions; offerors are highly encouraged to submit their best offer in their initial task order proposal.
- (16) The Government reserves the right to withdraw the task order solicitation at any time prior to award, meaning before or after the closing date for receipt of task order proposals. In the event the Government cancels a task order solicitation, the Government has no obligation to reimburse an offeror for any costs. This decision shall be final and conclusive and shall not be subject to the disputes clause or the Contract Disputes Act.
- (17) The Contractor shall submit the task order proposals via electronic means. Electronic copies of the proposal shall be submitted in a readable format as specified in the task order solicitation. The email inbox designated in the instructions for proposal preparation for any task order solicitation is the only point of receipt and no other United States Government (USG) point of contact will be acceptable. Ultimately, it is the offeror's responsibility to submit a timely proposal and allow sufficient time for the proposal to clear the Agency's email servers.
- (18) Task orders will be issued under this contract on a firm-fixed price (FFP), time and materials (T&M), or cost reimbursable (CR) basis, or any combination thereof, depending on the nature of the task order requirement. The Contractor shall not exceed the ceilings and/or estimated costs or allocated amounts without the approval of the Page 81 of 112 Indefinite Delivery Contract FA8108-17-D-0016 Government. Any changes to the prices, ceilings, and/or estimated costs will be issued in writing by contract modification and shall be signed by the PCO.

- (19) In the event a task order has a T&M CLIN, all T&M rates shall be proposed -
- (a) at or below the rates established in the Labor Category Rate Matrix, Attachment 2 "Not-to-Exceed Rates" of the basic contract (unless otherwise specified in the task order solicitation); and (b) in accordance with -
 - (i) DFARS 252.216-7002 Alternate A, "Time and Materials / Labor Hour Proposal Requirements Non Commercial Item Acquisition with Adequate Price Competition (Feb 2007)," incorporated by reference into the award,
 - (ii) FAR 52.216-29, "Time and Materials / Labor Hour Proposal Requirements Non Commercial Item Acquisition with Adequate Price Competition (Feb 2007)," incorporated by reference into the award, and
 - (iii) if applicable, FAR 52.216-30, "Time and Materials / Labor Hour Proposal Requirements Non Commercial Item Acquisition without Adequate Price Competition (Feb 2007)," also incorporated by reference into the award.
- (20) In the event the Government selects the Contractor to perform a task order where local state laws mandate overtime and double-time payments in conflict with the terms and conditions of this contract, the parties hereby agree to the following:
 - (a) If these conditions were present prior to issuance of the applicable task order solicitation, the Contractor shall enter into negotiations with the Administrative Contracting Officer (ACO) or Procuring Contracting Officer (PCO) to establish overtime/double-time rates prior to issuance of award of the task order.
 - (b) If these conditions were not present prior to issuance of the applicable task order solicitation, the Contractor may submit a request for equitable adjustment, or the Contractor may enter into negotiations with the ACO or PCO to establish overtime/double-time rates if determined to be in the best interests of the government.
 - (21) The Government may establish options on individual task orders issued hereunder. The price proposal shall consist of the offeror's price to accomplish the basic requirements as defined in the performance work statement (PWS). The price proposal shall also include the offeror's price to accomplish each option as applicable. Options will be evaluated IAW 52.217-5, Evaluation of Options (Jul 1990) incorporated by reference into the award and by the evaluation criteria stated in the task order solicitation. Evaluation of options will not obligate the Government to exercise the option(s). In the event an option is exercised, a contract modification will be issued to the task order.
 - (22) Task orders shall be issued in writing using DD Form 1155. All subsequent modifications shall be issued in writing using SF Form 30.
 - (23) The Contractor shall be given a minimum of 72 hours (inclusive of weekend and holidays) to provide a response to the task order solicitation unless the Contracting Officer documents the file with justification as to the urgent situation which did not allow for the required notice; however, a Contractor's initial response may be considered their final offer, and once a response has been received from all basic contract awardees, the Contracting Officer may proceed with the task order selection process.
 - (24) Upon receipt of any task order issued hereunder, the Contractor shall furnish to the Government the services, materials, and data required at the price set forth in the task order.
 - (25) The Contractor is not authorized to commence performance prior to issuance of the task order without the PCO's written permission.
 - (26) Remedies for Breach by the Government: Contractor's sole and exclusive remedy for breach by the Government shall be termination for convenience damages, task order proposal preparation costs, task order award, and/or reinstatement if deemed feasible by the Government

in its sole discretion. In no event shall the Government be liable to the Contractor for expectancy damages, including but not limited to lost profits, or consequential damages resulting from breach of this contract.

COMPETITION POOLS

- (a) Small Business Set-Aside Competition Pool. This contract has been awarded as a "partial set aside" as defined in 13 CFR Part 125.1. The Government will set aside task orders that it estimates will require contractor staffing less Page 82 of 112 Indefinite Delivery Contract FA8108-17-D-0016 than or equal to 100 Full-Time Equivalents (FTEs) for work to be performed within the Continental United States (CONUS) and those that it estimates will require less than or equal to 50 FTEs outside the CONUS (OCONUS). For set aside task orders, the PCO will solicit task order proposals from only those small businesses that have self-certified themselves under the terms of this contract.
- (b) Full and Open Competition Pool. Task orders that exceed the partial set-aside standards defined in subparagraph (a) will not be set aside. For task orders that the Government estimates will require contractor staffing in excess of the automatic partial set-aside standards, the PCO will solicit task order proposals from all the contractors (small and large business) who successfully submitted a proposal in response to the non-set-aside portion of the solicitation that resulted in this contract.

SHIFT DIFFERENTIAL & PREMIUM PAY

(a) Shift Differential:

- (1) IAW "PROCESS AND CRITERIA FOR ISSUING TASK ORDERS", the task order solicitation will detail specifically how the total evaluated price for that task order will be determined. The PCO will detail in the task order solicitation the Government's intention and/or expectations for shift differential. This includes how the PCO intends to evaluate shift differential requirements. This requires the Contractor to propose shift differential accordingly based on task order requirements. Offerors shall propose all shift differentials IAW with their NTE rates established in the Labor Category Rate Matrix, Attachment 2 to the basic contract. Shift differential pay shall be included in the Contractor's rates proposed at the task order level; or
- (2) IAW "PROCESS AND CRITERIA FOR ISSUING TASK ORDERS", the task order solicitation will detail specifically that the Contractor shall not include shift differential when developing task order rates, but rather, the Government will increase the billable rates as follows:
 - (i) "Straight time" rates will be increased per hour (CONTRACTOR FILL
 - (ii) "Overtime" rates will be increased _____ per hour (CONTRACTOR FILL IN) (3) If a shift differential requirement is unknown prior to task order award, but becomes known post award, payment for shift differential shall be reimbursed IAW with paragraph "2" above, specifically section "i" and "ii."
 - (4) Examples of shift differential work, that require a shift differential rate as described herein, may include, but are not limited to, night work, second shift or third shift. Payment for shift differentials shall only be for actual hours work.

(b) Premium Pay:

(1) Contractors may determine that certain skills require a premium incentive pay. Examples of premium pay include, but are not limited to, shipboard pay, flight deck pay, Collateral Duty inspector (CDI), Collateral Duty, Quality Assurance (CD/QAR), ordnance handling, personnel responsible for Aircrew Egress Systems, Aircrew Life Support Systems and Test Cell Operators. Premium pay is a matter

of agreement between the Contractor and the employee. Premium pay shall be included in the Contractor's proposed NTE rates as well as included in rates proposed at the task order level.

GOVERNMENT PROVIDED SUPPORT AT GOVERNMENT OPERATED

LOCATIONS Base support may be provided by the Government to the Contractor in accordance with this provision.

Base support may include Government-controlled working space, material, equipment, services (including automatic data processing any Government communications systems for official business), or other support (excluding use of the Defense Switched Network (DSN)) which the Government determines can be made available at, or through, any Government installation where this contract shall be performed. This support may include, but is not limited to, required safety equipment that is not common to the specialty of work (this excludes standard/common Personal Protective Equipment (PPE)) as defined in Basic Contract PWS 5.1.2") and other occupational support and training on Government equipment and systems related to the requirement where this support is available.

If this support is not available through Government sources, this support may be provided by Contractor Acquired Parts/Services and Material/Non-Materials. Contractor acquired parts (CAP) and Contractor acquired services (CAS) CLIN (0005, 1005, 2005...) is the utilization of funds to obtain CAP and CAS not available through normal Government channels for the FFP CLIN'(s) (0001, 1001, 2001...), (0002, 1002, 2002...), (0003, 1003, 2003...) and (0004, 1004, 2004...) it supports. Contractor acquired material and non-material CLIN (0008, 1008, 2008...) is the Page 83 of 112 Indefinite Delivery Contract FA8108-17-D-0016 utilization of funds to obtain material and non-material not available through normal Government channels for the time and material CLIN'(s) (0006, 1006, 2006...) and (0007, 1007, 2007...) it supports. The utilization of CAP/CAS and material and non-material are subject to the following:

- validated in advance by the COR and then subsequently authorized by the ACO or PCO:
- not furnished by the Government and;
- required for performance of or incidental to work

The request for CAP/CAS and material and non-material will be validated by the COR as being directly incidental to the work being accomplished and that the material cannot be procured timely through Government supply channels prior to the submission to the ACO or PCO for approval. The ACO retains overall responsibility for CAP/CAS and material and non-material purchase requests. The ACO will be responsible for providing instructions to the Contractor in processing these requests.

The PCO may specifically delineate certain items specific to base support, at a particular Government location in the task order task order solicitation and/or PWS. The PCO will state in the task order solicitation and/or PWS for the specific requirement the Government pricing/Contractor proposal expectations for that particular base support item. All Government property in the possession of the Contractor, provided through the base support clause shall be used and managed in accordance with the Government Property clauses.

(b) The Government may provide to the Contractor weapons systems and/or support equipment required in the performance of all labor CLINs together with all kits, equipment, parts and material to be installed in such weapon systems and/or support equipment in the performance of the work requirements of any task order issued hereunder. The Government may also provide all fuel, oil lubricants and coolants associated with contractual services. The Government may also provide facilities and equipment such as, but not limited to, access to telephone, electric power, compressed air, hydraulic equipment, testing equipment and facilities, fall protection (IAW OSHA General Industry Standard 29 CFR Part 1910), work stands, (both fixed and/or portable type), work space, including laboratory facilities and maintenance and area security. In addition, the Government may accomplish preparation of the weapon systems and/or support equipment for Contractor's services including, but not limited to, moving, mooring, towing, or requirements

concerning the shifting of weapon systems and/or support equipment from time to time unless otherwise specified in the task order.

- (c) Unless otherwise stipulated in the contract schedule, support shall be provided on a no-charge-for-use basis and the value shall be a part of the Government's contract consideration.
- (d) The Contractor agrees to immediately report (with a copy to the cognizant Contract Management Office (CMO)) inadequacies, defective Government-Furnished Property (GFP), or non-availability of support stipulated by the contract schedule, together with a recommended plan for obtaining the required support. The Government agrees to determine (within 10 workdays) the validity and extent of the involved requirement and the method by which it shall be fulfilled (e.g., purchase, rental, lease, GFP, etc.). Facilities shall not be purchased under this provision. Additionally, the Contractor (or authorized representative) shall not purchase, or otherwise furnish any base support requirement provided by the provision (or authorize others to do so), without prior written approval of the Contracting Officer regarding the price, terms, and conditions of the proposed purchase, or approval of other arrangements. (e) The Government support to be furnished under this contract will be listed in the PWS and/or task
- (e) The Government support to be furnished under this contract will be listed in the PWS and/or task order solicitation. Because of the nature and location(s) of the work performed, the value of such equipment is undeterminable. The Contractor shall not incur any cost resulting from nonsupport prior to Contracting Officer concurrence in accordance with this provision.
- (f) When this contract is a cost-reimbursement or time-and materials the Contractor agrees that in the performance of this contract or any major subcontract, no direct or indirect costs for property will be incurred if the Government determines that property is available at, or through any Government installation where this contract shall be performed.

OVER AND ABOVE PROCEDURES

Overtime CLIN (X002) covers work beyond the normal shift and weekends for the FFP CLIN (X001) or T&M CLIN (X005) whichever it supports. Overtime is defined as any time worked in excess of 40 hours in a single work week. (With the exception being any labor performed in California, work exceeding 8 hours in a single workday is considered overtime (1 ½ times the employee's wages). Work in excess of 12 hours in a single workday constitutes 2 times the regular pay rate. Additionally, CBA terms and conditions could be considered exceptions to the CA State Law (CA Labor Code Page 84 of 112 Indefinite Delivery Contract FA8108-17-D-0016 Sections 510-517) if an alternate work schedule was presented and voted on by the employees.) No additional hours of overtime may be worked without express written authorization for each hour worked. Contractors are required to submit overtime requests to the on-site Contracting Officer Representative (COR) who will verify the need and validity of the request. Once verified, the COR will forward the request to the Administrating Contracting Officer (ACO) or Procuring Contracting Officer (PCO) for approval which will be subject to a case-by-case determination.

Overtime hours will be negotiated by the ACO which will then be multiplied by the contract fixed hourly rate for overtime as established in the individual task order. The number of labor hours required shall be negotiated and definitized between the Contractor and the ACO. Prior to submitting to the ACO, the Contractor should coordinate the overtime request with the COR.

- (1) Written definitization and subsequent authorization to proceed on item 0004 (Over and Above) must be received from the Administrative Contracting Officer (ACO) before performance commences on the CLIN. This authorization to proceed shall be provided by work requests issued by the ACO.
- (2) The Contractor shall prepare work request proposals for necessary over and above work items in the format and details prescribed by the ACO, and submit them to the designated ACO. At a minimum, proposals must be identified to the contract, be serially numbered, and specify related changes, if any, to the contract delivery schedule. When applicable to aircraft, they shall be consecutively numbered in a separate series for each aircraft. Upon request of the ACO, the Contractor shall also prepare consolidated work request proposals covering previously approved over and above items. To the maximum extent practical, over and above work shall be negotiated prior to performance of the work but in no case later than the time when 40 percent of the work is completed. Failure to agree upon a reasonable price shall be considered a question of fact subject to

the "disputes" clause of the contract. Work request proposals shall be definitized by the use of Standard Form 30.

- (3) The prices for over and above fixed-price items do not include any payment for Contractor furnished direct parts and materials which are priced in accordance with CLIN (X003), (Contractor Acquired Property (CAP) and Contractor Acquired Services (CAS)).
 - (4) Fixed-Price Items: Payment shall be at the fixed-price listed for each item.
- (5) Negotiated Item: The price negotiated by the ACO shall be based on "hands on" labor hours multiplied by the contract fixed hourly rate (not to exceed the rates established for direct labor in the individual task orders issued hereunder). The number of "hands on" labor hours required shall be negotiated and definitized between the Contractor and the ACO. Prior to submitting to the ACO, the Contractor should coordinate the Over and Above request with the COR. "Hands on" labor hours to be used in negotiating fixed hourly rate items are restricted to those defined in paragraph (7) below. The fixed hourly rate includes charges for: "hands on" labor cost; any labor cost not included in the definition of "hands on" labor for which the Contractor accounts as direct labor; burdens; general and administrative expenses; and other allowable costs and profit. The fixed hourly rate does not include direct parts and materials.
- (6) At any time during the contract performance, when sufficient data becomes available on a repetitive task being performed in the fixed hourly rate category, either the Contractor or the Procuring Contracting Officer (PCO) may request a negotiation to establish a firm fixed-price (fixed-price) for that item for the remaining life of the contract. The ACO shall advise the PCO of all such agreements so changes can be incorporated in the periodic contract modifications.
- (7) For the purpose of negotiating prices for the fixed hourly rate Items, the "hands on" labor hours to which the fixed hourly rate is applied are limited to only that labor performed by personnel actually engaged in the direct performance of work required. "Hands on" labor shall not include any labor performed by support or supervisor type personnel, such as, but not limited to: timekeepers, payroll clerks, purchasing, materials handling, quality control, storing and issuing personnel. Quality control personnel are considered as those personnel who apply standards to finished work/products to determine that finished production work is serviceable in all respects.

SMALL BUSINESS RECERTIFICATION TO LARGE BUSINESS

- (a) FAR 52.219-28, Post-Award Small Business Program Rerepresentation details the Governments expectations for Small Business representation.
- (b) A CFT Small Business Contractor must rerepresent its size status IAW the size standard associated with NAICS Code 336411 within the time frames listed in FAR 52.219-28(b)(3)(i). After rerepresentation, small businesses who have exceeded the size standard for the CFT Small Business Set-Aside Competition Pool will no longer be eligible to receive task order solicitations nor compete for any new CFT task orders within the Small Business Set-Aside Competition Pool. Therefore, Option Period II will not be exercised for those businesses. Affected businesses will still continue to perform on task orders awarded before rerepresentation until the task order(s) expire.
- (c) At any time that a business in the Small Business Set-Aside Competition Pool rerepresents that they have exceeded the size standard per FAR 52.219-28(b)(1) or (2), they will no longer be eligible to receive task order solicitations nor compete for any new CFT task orders within the Small Business Set-Aside Competition Pool. Therefore, the next option period will not be exercised for those businesses. Affected businesses will still continue to perform on task orders awarded before rerepresentation until the task order(s) expire.
- (d) Small businesses who are in the Full and Open (F&O) Competition Pool (i.e., who successfully submitted offers on the non-set-aside portion of this contract) will still be allowed to compete for task orders within the F&O Competition Pool regardless of whether or when they exceed the size standard on this contract.
- (e) Small businesses who are no longer eligible to compete for new set aside task orders in the Small Business Set-Aside Competition Pool because they exceeded the size standard pursuant to paragraph (b) or (c) of this clause may be allowed to "on ramp" into the CFT Full and Open Competition Pool per

clause H-7 if the Contracting Officer determines, in his or her sole discretion, that it is in the Government's best interest to do so in order to enhance the competitive environment of the F&O Competition Pool.

ON-RAMPING

- (a) The Government reserves the unilateral right to reopen competition or "on-ramp" additional contractors in either competition pool at any time during the term of the contract. The Government may choose to on-ramp any number of new awardees when the Contracting Officer determines it is in the Government's best interest to do so in order to enhance the competitive environment of task order (TO) solicitations under the originally awarded IDIQ contracts. This may be due to any reason, including the lack of robust competition for TOs or a shrinking of the competitive pool of original effective IDIQ awardees under this solicitation.
- (b) When an on-ramp is used, the Government will advertise the reopening of the competition on FedBizOpps, and awardees shall meet the criteria established in the initial CFT solicitation; this includes all evaluation criteria. The evaluation and selection of awardees for any on-ramp will be exactly the same as the evaluation and award criteria used for the CFT initial basic contract awards. The anticipated number of awards for any small business and F&O pools of competition will be announced in the reopening announcement posted to FedBizOpps. Any new awardees will compete with any existing or remaining Contractors for all task orders in the appropriate competition pool.
- (c) The reopened solicitation may contain additional or updated clauses that were revised since the initial solicitation. In the event an "on ramp" is used, Contractors with existing basic contracts within the applicable competition pool will be notified of any clause additions or updates which will be incorporated via a bilateral modification.
- (d) Any additions due to on-ramps will not impact the \$11.4M CFT contract maximum and the ordering period for new awardees will not exceed the overall maximum term of the original ID/IQ contract, including options (i.e., will not extend past the dates established at initial award).
- (e) The Government will not consider unsolicited requests for addition to either or both of the competition pools.

OFF-RAMPING

- (a) CFT reserves the unilateral right to Off-Ramp non-performing Contractors. Contractors that are Off-Ramped will have no active task orders under either competition pools at the time of the Off-Ramping. The Off-Ramp process under an IDIQ contract encompasses several methods by which the Government may exercise its right to remove a contractor from the pool of effective IDIQ contract awardees. The Off-Ramp methods include, but are not limited to:
- (1) PCO determines that exercising of Option I or Option II is not in the Government's best interest, therefore, allowing the Contractor's contract term to expire.
 - (2) Debarment, suspension, or ineligibility as defined in FAR Subpart 9.4501-1, 9.405-2
 - (3) Termination as defined in FAR Part 49.402, 49.403
- (b) Remedies for Breach by the Government: Contractor's sole and exclusive remedy for breach by the Government shall be termination for convenience damages, task order proposal preparation costs, task order award, and/or reinstatement if deemed feasible by the Government in its sole discretion. In no event shall the Government be liable to the Contractor for expectancy damages, including but not limited to lost profits, or consequential damages resulting from breach of this contract.

Teaming/Cross-Teaming

Teaming/subcontracting/joint-venture/mentor-protégé instructions:

(a) Cross-Teaming defined for the CFT acquisition: A cross-teaming arrangement is when Company ABC wins a prime contract and subsequently teams/subcontracts (as defined in FAR 9.601) with Company

XYZ. At the same time, Company XYZ wins another prime contract and subsequently teams/subcontracts with Company ABC.

(1) For this acquisition limited cross-teaming will be allowed. If a company is awarded a prime contract in one competition pool (either full and open (F&O) or small business) it is allowed to be on one other cross-team in the other competition pool. This means companies within CFT are allowed to be on a maximum of 2 cross-teams.

The following limited cross-teaming scenario would be allowed:

Large business ABC wins a prime contract in the F&O competition pool and has teamed/subcontracted with small business XYZ. These same two companies are allowed to team/subcontract in the small business competition pool. Should small business XYZ win a prime contract in the small business competition pool, it is allowed to team/subcontract with large business ABC. At this point, these two companies can no longer be on any other cross-teams.

The following two cross-teaming scenarios would NOT be allowed:

Large business ABC wins a prime contract in the F&O competition pool and has teamed/subcontracted with small business XYZ. Should small business XYZ win a prime contract in the F&O competition pool, it cannot team/subcontract with large business ABC in the same competition pool (here, F&O).

Small business ABC wins a prime contract in the small business competition pool and teams/subcontracts with small business DEF. Should small business DEF win a prime contract in the small business competition pool, it cannot team/subcontract with small business ABC in the same competition pool (here, small business).

- (b) Possible Business Arrangements:
- (1) Teaming Partner (T): two companies proposing under a contract teaming arrangement agreement. To enter into a teaming arrangement agreement, the Offeror must provide a contract teaming arrangement agreement signed by all team members. This contract teaming arrangement agreement must state each member of the team will conduct business under one composite not-to-exceed (NTE) rate for each job classification. Each contract teaming arrangement agreement must also state all team members must operate under one billable hourly rate at the task order level. Team members will not have their own composite NTE rates, nor separate billable hourly rates at the task order level.
- (2) Subcontracting arrangement (S): for the CFT acquisition is your typical prime/sub relationship. FAR 52.219-14 is included in this IDIQ contract. The "At least 50%" requirement within the clause may be met by an Page 87 of 112 Indefinite Delivery Contract FA8108-17-D-0016 affiliation of small businesses, provided each member of the affiliation meets the small business size standard. Additionally, prime/subcontracting arrangements must adhere to DFARS 252.216-7002, "Alternate A, Time and Materials / Labor Hour Proposal Requirements Non Commercial Item Acquisition with Adequate Price Competition (Feb 2007)" for task order proposals when T&M CLIN's are required.
- (3) Joint-ventures (JV): will be allowed under this acquisition, FAR 4.102(d) applies. The Government views joint-ventures the same as teaming partner.
- (4) Mentor/Protégé (MP): will be allowed under this acquisition, under the rules set forth in 13 CFR 124.520.

Post-award management of teaming/subcontracting/joint-venture/mentor-protégé agreements:

(c) Post-award, a Contractor may add subcontractors and/or teaming partners. Any addition or replacement of a CFT contract team's subcontracting/teaming arrangement shall first obtain Contracting Officer approval. Changes to the original subcontract/teaming arrangement shall not result in any upward

adjustment of the contractual hourly rates – rates established in the basic contract in RFP/Contract Attachment 02, Labor Category Rate Matrix, will serve as maximum rates for the duration of the ordering period regardless of subsequent changes in ANY (i.e. subcontracting, teaming, joint venture, or mentor/protégé) arrangement.

- (d) Contracting Officer approval of additions or replacements in subcontractor/teaming arrangements will be based on the following:
- (1) The proposed subcontractor/teaming addition or replacement is not currently aligned with another CFT contract team in the same competition pool. Additionally, the proposed subcontractor/teaming addition or replacement has not reached the maximum two team limit. If the Government determines either of these conditions is present, the proposed teaming/subcontracting addition or replacement will be denied. If a proposed subcontractor does not have a prime contract in either competition pool, this criterion does not apply.
- (2) The proposed subcontractor/teaming addition or replacement is not currently shown as suspended or debarred in the Excluded Parties List System (EPLS). The Contracting Officer will deny any addition/replacement requests, should the proposed subcontractor/teaming addition or replacement show as suspended or debarred.
- (e) The following "Teaming/Subcontracting List" will be incorporated as an attachment (Section J) to each successful Contractor's prime contract. If the contracting officer approves additions or replacements IAW the above criteria, the subject Contractor's prime contract will be modified to include an updated list.

OFFEROR FILL IN INFORMATION (IF APPLICABLE)

Teaming/Subcontracting List			
Primary/Prime Contractor	Designation*	<u>Cage Code</u>	Small or Large Business
	PRIME		
Subs/Teaming Contractor(s)	<u>Designation*</u>	<u>Cage Code</u>	Small or Large Business

*Possible Business Arrangement(s): teaming Partner = T; Subcontractor = S; Joint Venture = JV; Mentor = M; Protégé = P. One of these codes must be designated in the chart above if utilized.

PART II - CONTRACT CLAUSES SECTION I CONTRACT CLAUSES

52.202-1	DEFINITIONS (JUN 2020) (IAW FAR 2.201)	
52.203-3	GRATUITIES (APR 1984) (IAW FAR 3.202)	
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 201 (IAW FAR 3.404)	4)

52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT $$ (JUN 2020) (IAW FAR 3.503-2)
52.203-7	ANTI-KICKBACK PROCEDURES (JUN 2020) (IAW FAR 3.502-3)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) (IAW FAR 3.104-9(a))
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) (IAW FAR 3.104-9(b))
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020) (IAW FAR 3.808(b))
52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021) (IAW FAR 3.1004(a))
Pos 	DISPLAY OF HOTLINE POSTER(S) (NOV 2021) (IAW FAR 3.1004(b), DFARS 203.1004(b)(2)(ii)) red posters may be obtained as follows: ster(s) Obtain from [For DoD:] DoD Inspector General,
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020) (IAW FAR 3.908-9)
52.203-19	PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) (IAW FAR 3.909-3 (b))
252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008) (IAW DFARS 203.570-3)
252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) (IAW DFARS 203.970)
252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL (AUG 2019) (IAW DFARS 203.1004(a), DFARS 212.301(f)(iii))
252.203-7004	DISPLAY OF HOTLINE POSTERS (MAY 2019) (IAW DFARS 203.1004(b)(2)(ii))
52.204-2	SECURITY REQUIREMENTS (MAR 2021) (IAW FAR 4.404(a))
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011) (IAW FAR 4.303)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) (IAW FAR 4.1303)

52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020) (IAW FAR 4.1403(a))
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) (IAW FAR 4.1105(b))
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016) (IAW FAR 4.1705(b))
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020) (IAW FAR 4.1804(c), FAR 12.301(d))
52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) (IAW FAR 4.1202(b))
52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021) (IAW FAR 4.1903)
52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021) (IAW FAR 4.2004)
52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) (IAW 4.2105(b))
252.204-7002	PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (APR 2020) (IAW DFARS 204.7109(a))
252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) (IAW DFARS 204.404-70(b))
252.204-7012	SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019) (IAW DFARS 204.7304(c))
252.204-7015	NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016) (IAW DFARS 204.7403(b), DFARS 212.301(f)(i)(F))
5352.204-9000	NOTIFICATION OF GOVERNMENT SECURITY ACTIVITIES (MAY 2021) (IAW AFFARS 5304.404-90)
This contract contains a DD	Form 254, DOD Contract Security Classification Specification, and requires performance at a

This contract contains a DD Form 254, DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall take the following actions:

- (a) At least thirty days prior to beginning operations, notify the Information Protection Office shown in the distribution block of the DD Form 254 as to:
 - (1) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;
 - (2) The contract number and military contracting command;
 - (3) The highest classification category of defense information to which contractor employees will have access;

- (4) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;
- (5) The date contractor operations will begin on base in the U.S. or in the overseas area;
- (6) The estimated completion date of operations on base in the U.S. or in the overseas area; and,
- (7) Any changes to information previously provided under this clause.

252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) (IAW DFARS 205.470, DFARS 212.301(f)(x))
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021) (IAW FAR 9.409)
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) (IAW FAR 9.104-7(c))
52.209-10	PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

(NOV 2015) (IAW FAR 9.108-5(b))

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES OR RESEARCH AND

DEVELOPMENT (SEP 2000)

(IAW FAR 11.503(a))

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$ per calendar day of delay.

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

(IAW FAR 11.604(b))

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

252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY (MAR 2022) (IAW DFARS 211.274-6(b), DFARS 212.301(f)(iv))
52.215-2	AUDIT AND RECORDSNEGOTIATION (JUN 2020) (IAW FAR 15.209(b)(1))
52.215-8	ORDER OF PRECEDENCEUNIFORM CONTRACT FORMAT (OCT 1997) (IAW FAR 15.209(h), AFFARS 53.15.209(h))
52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (AUG 2011) (IAW FAR 15.408(b))
52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATAMODIFICATIONS (JUN 2020) (IAW FAR 15.408(c))
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (JUN 2020) (IAW FAR 15.408(d)(1))

52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATAMODIFICATIONS (JUN 2020) (IAW FAR 15.408(e)(1))
52.215-14	INTEGRITY OF UNIT PRICES (NOV 2021) (IAW FAR 15.408(f)(1))
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) (IAW FAR 15.408(j))
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATAMODIFICATIONS (NOV 2021) (IAW FAR 15.408(m))
52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (JUN 2020) (IAW FAR 15.408(n)(2))
252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2012) (IAW DFARS 215.408(1))
52.216-7	ALLOWABLE COST AND PAYMENT (AUG 2018) (IAW FAR 16.307(a))

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

(IAW FAR 16.307(e)(1))

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Invoicing.

(IAW FAR 16.506(b))

Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(3) The designated payment office will make interim payments for contract financing on the 30th day

- 14. Maximum order. The Contractor is not obligated to honor—
- (1) Any order for a single item in excess of: For awardees under Full & Open Competition Pool \$760,000,000.00. For awardees under the Small Business Competition Pool \$25,000,000.00;
- (2) Any order for a combination of items in excess of: For awardees under Full & Open Competition Pool \$760,000,000.00. For awardees under the Small Business Competition Pool \$25,000,000.00; or
- (3) A series of orders from the same ordering office within <u>1 day</u> that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
 - of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
 - Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the

maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within <u>2 days</u> 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.

(The above Clause/Provision has been modified.)

(Applicable to all orders issued hereunder)

(The above Clause/Provision has been modified.)

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(IAW FAR 16.506(e))

- (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 Delivery-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 contact after

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (IAW FAR 17.208(g))

- (a) The Government may extend the term of this contract by written notice to the Contractor within 10 days of contract
 20 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed <u>10 years</u>.

(The above Clause/Provision has been modified.)

252.217-7028 OVER AND ABOVE WORK (DEC 1991)

(IAW DFARS 217.7702)

(a) Definitions.

As used in this clause--

- (1) "Over and above work" means work discovered during the course of performing overhaul, maintenance, and repair efforts that is--
 - (i) Within the general scope of the contract;
 - (ii) Not covered by the line item(s) for the basic work under the contract; and
 - (iii) Necessary in order to satisfactorily complete the contract.
- (2) "Work request" means a document prepared by the Contractor which describes over and above work being proposed.
- (b) The Contractor and Administrative Contracting Officer shall mutually agree to procedures for Government administration and Contractor performance of over and above work requests. If the parties cannot agree upon the procedures, the Administrative Contracting Officer has the unilateral right to direct the over and above work procedures to be followed. These

procedures shall, as a minimum, cover---

- (1) The format, content, and submission of work requests by the Contractor. Work requests shall contain data on the type of discrepancy disclosed, the specific location of the discrepancy, and the estimated labor hours and material required to correct the discrepancy. Data shall be sufficient to satisfy contract requirements and obtain the authorization of the Contracting Officer to perform the proposed work;
- (2) Government review, verification, and authorization of the work; and
- (3) Proposal pricing, submission, negotiation, and definitization.
- (c) Upon discovery of the need for over and above work, the Contractor shall prepare and furnish to the Government a work request in accordance with the agreed-to procedures.
- (d) The Government shall--
 - (1) Promptly review the work request;
 - (2) Verify that the proposed work is required and not covered under the basic contract line item(s);
 - (3) Verify that the proposed corrective action is appropriate; and
 - (4) Authorize over and above work as necessary.
- (e) The Contractor shall promptly submit to the Contracting Officer, a proposal for the over and above work. The Government and Contractor will then negotiate a settlement for the over and above work. Contract modifications will be executed to definitize all over and above work.
- (f) Failure to agree on the price of over and above work shall be a dispute within the meaning of the Disputes clause of this contract.

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (SEP 2021)

(IAW FAR 19.1309(b))

(b) Waiver of evaluation preference.

__ Offeror elects to waive the evaluation preference.

52.219-7 NOTICE OF PARTIAL SMALL BUSINESS SET-ASIDE (NOV 2020) (IAW FAR 19.507(d))

- (a) Definition. Small business concern, as used in this clause—
 - (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.
- (2) Affiliates, as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.
- (b) Applicability. This clause applies only to contracts that have been partially set aside for small business concerns.
- (c) General.
 - (1) A portion of this requirement, identified elsewhere in this solicitation, has been set aside for award to one or more small business concerns identified in 19.000(a)(3). Offers received from concerns that do not qualify as small business concerns shall be considered nonresponsive and shall be rejected on the set-aside portion of the requirement.
 - (2) Small business concerns may submit offers and compete for the non-set-aside portion and the set-aside portion.
- (d) The Offeror shall—

[Contracting Officer check as appropriate.]

- [_] Submit a separate offer for each portion of the solicitation for which it wants to compete (i.e., set-aside portion, non-set-aside portion, or both); or
- [_] Submit one offer to include all portions for which it wants to compete.
- (e) Partial set-asides of multiple-award contracts.
 - (1) Small business concerns will not compete against other than small business concerns for any order issued under the part or parts of the multiple-award contract that are set aside.
 - (2) Small business concerns may compete for orders issued under the part or parts of the multiple-award contract that are not set aside, if the small business concern received a contract award for the non-set-aside portion.

52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2018) (IAW FAR 19.708(a))
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2021) (IAW FAR 19.708(b))
52.219-13	NOTICE OF SET-ASIDE OF ORDERS (MAR 2020) (IAW FAR 19.507(f)(1))
52.219-14	LIMITATIONS ON SUBCONTRACTING (SEP 2021) (IAW FAR 19.507(e), FAR 19.811-3(e))

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) Definition. Similarly situated entity, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—
 - (1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
 - 2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.
- (c) Applicability. This clause applies only to—
 - (1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);
 - (2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);
 - (3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15:
 - (4) Orders expected to exceed the simplified acquisition threshold and that are—
 - (i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);
 - (5) Orders, regardless of dollar value, that are—
 - (i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
 - (ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13,
 - 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and
 - (6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.
- (d) Independent contractors. An independent contractor shall be considered a subcontractor.
- (e) Limitations on subcontracting. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

- (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
- (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
- (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows: (1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—
[Contracting Officer check as appropriate.]
[] By the end of the base term of the contract and then by the end of each subsequent option period; or
[] By the end of the performance period for each order issued under the contract.
(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.
(a) A joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (e) of this

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (SEP 2021) (IAW FAR 19.708(b)(2))

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021) (IAW FAR 19.309(c))

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

contract number	
	epresented itself as a small business concern in paragraph (h)(1) of this clause.]] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(1) The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to

- (3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that—

52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) (IAW FAR 22.103-5(a), AFFARS 5322.101-1)
252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM) (MAY 2019) (IAW DFARS 219.708(b)(1)(B))
252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (DEC 2019) (IAW DFARS 219.708(b)(1)(A), DFARS 219.708(b)(1)(A)(1))
[Contractor to sign and	date and insert authorized signer's name and title.]
[The Contract joint venture: Each HUBZon	for shall enter the names of each of the HUBZone small business concerns participating in the HUBZone
representation	on in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating ne joint venture.
certified in ac	cordance with 13 CFR part 126; and] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the
(i) It [nts that—] is not a HUBZone small business concern listed, on the date of this representation, on the List of BZone Small Business Concerns maintained by the Small Business Administration, and no material where ship and control, principal office, or HUBZone employee percentage have occurred since it was
(8) [Complete only if the The Contractor represe	e Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]
clause.] The Contractor represe	nts that it [] is, [] is not a service-disabled veteran-owned small business concern.
	e Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this
	e Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] nts that it [] is, [] is not a veteran-owned small business concern.
	B concern participating in the joint venture shall submit a separate signed copy of the EDWOSB
[The Contract participating	or shall enter the name or names of the EDWOSB concern and other small businesses that are in the joint venture:]
	in in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint
documents to affects its elig	the WOSB Repository, and no change in circumstances or adverse decisions have been issued that
in (h)(4) of this clause.] The Contractor represe (i) It [1 is. [nts that—] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required
[Complete only if the Co	rantaged women-owned small business (EDWOSB) concern. Ontractor represented itself as a women-owned small business concern eligible under the WOSB Program
Each WOSB o	oncern eligible under the WOSB Program participating in the joint venture shall submit a separate signed /OSB representation.
[The Contract small busines	or shall enter the name or names of the WOSB concern eligible under the WOSB Program and other ses that are participating in the joint venture:
representatio	in in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB icipating in the joint venture.
eligibility; and	· · · · · · · · · · · · · · · · · · ·
	Is not a WOSB concern eligible under the WOSB Program, has provided all the required documents. Repository, and no change in circumstances or adverse decisions have been issued that affects its

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(IAW FAR 22.103-5(b))

(a) overtime premium does not exceed ____*__

*Overtime Premium \$

52.222-3 CONVICT LABOR (JUN 2003)

(IAW FAR 22.202)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS--OVERTIME

COMPENSATION (MAY 2018)

(IAW FAR 22.305)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

(IAW FAR 22.810(a)(1))

52.222-26 EQUAL OPPORTUNITY (SEP 2016)

(IAW FAR 22.810(e))

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(IAW FAR 22.1310(a)(1), DFARS 222.1310(a)(1))

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

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran,' and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020) (IAW FAR 22.1408(a))

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

(IAW FAR 22.1310(b))

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR

RELATIONS ACT (DEC 2010)

(IAW FAR 22.1605)

52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)

Monetary Wage

(IAW FAR 22.1006(a))

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

(IAW FAR 22.1006(b))

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

> This Statement is for Information Only: It is not a Wage Determination

> > Fringe Benefits

52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDSPRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018) (IAW FAR 22.1006(c)(1))
52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDSPRICE ADJUSTMENT (MAY 2014) (IAW FAR 22.1006(c)(2))
52.222-50	COMBATING TRAFFICKING IN PERSONS (NOV 2021) (IAW FAR 22.1705(a)(1))
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022) (IAW FAR 22.1803)

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: https://www.e-Verify.gov.

52.222-55	MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022) (IAW FAR 22.1906)
52.222-62	PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022) (IAW FAR 22.2110)
252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

(IAW DFARS 222.7405)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011)

(IAW FAR 23.1005(a))

52.223-6 **DRUG-FREE WORKPLACE** (MAY 2001)

(IAW FAR 23.505)

OZONE-DEPLETING SUBSTANCES AND HIGH GLOBAL WARMING POTENTIAL 52.223-11

HYDROFLUOROCARBONS (JUN 2016)

(IAW FAR 23.804(a)(1))

Employee Class

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

[&]quot;Global warming potential" means how much a given mass of a chemical contributes to global warming over a given time period compared to the same mass of carbon dioxide. Carbon Dioxide's global warming potential is defined as 1.0. "High global warming potential hydrofluorocarbons" means any hydrofluorocarbons in a particular end use for which EPA's Significant New Alternatives Policy (SNAP) program has identified other acceptable alternatives that have lower global warming

potential. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables of alternatives available at (http://www.epa.gov/snap/).

- "Hydrofluorocarbons" means compounds that only contain hydrogen, fluorine, and carbon.
- "Ozone-depleting substance" means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as-
 - (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II including, but not limited to hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR Part 82, Subpart E, as follows:

W		

Contains (or manufactured with, if applicable) *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

- The Contractor shall insert the name of the substance(s).
- (c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall—
 - (1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by—
 - (i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.);
 - (ii) Contract number; and
 - (iii) Equipment/appliance;
 - (2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after00
 - (i) Annually by November 30 of each year during contract performance; and
 - (ii) At the end of contract performance.
- (d) The Contractor shall refer to EPA's SNAP program (available at http://www.epa.gov/snap) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at http://www.epa.gov/snap).

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE

DRIVING (JUN 2020) (IAW FAR 23.1105)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(IAW DFARS 223.570-2)

252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR

HAZARDOUS MATERIALS-BASIC (SEP 2014)

(IAW DFARS 223.7106)

5352.223-9000 ELIMINATION OF USE OF CLASS I OZONE DEPLETING SUBSTANCES (ODS)

(OCT 2019)

(IAW AFFARS 5323.804-90)

- (a) Contractors shall not:
 - (1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or
 - (2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

[Note: This prohibition does not apply to manufacturing.]

- (b) For the purposes of Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:
 - (1) Halons: 1011, 1202, 1211, 1301, and 2402;

- (2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and
- (3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that uses one or more of these Class I ODSs as minor constituents do not meet the Air Force definition of a Class I ODS.]

5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (OCT 2019) (IAW AFFARS 5323.9001)

- (a) In performing work under this contract on a Government installation, the contractor shall:
 - (1) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
 - (2) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.
- (b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.
- (c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

52.224-1	PRIVACY ACT NOTIFICATION (APR 1984) (IAW FAR 24.104(a))				
52.224-2	PRIVACY ACT (APR 1984) (IAW FAR 24.104(b))				
52.224-3	PRIVACY TRAINING (JAN 2017) (IAW FAR 24.302(a))				
52.225-8	DUTY-FREE ENTRY (OCT 2010) (IAW FAR 25.1101(e))				
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021) (IAW FAR 25.1103(a))				
252.225-7001	BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAMBASIC (JUN 2022) (IAW DFARS 225.1101(2)(i) and (2)(ii))				
252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (MAR 2022) (IAW DFARS 225.1101(3))				
252.225-7004	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA SUBMISSION AFTER AWARD (OCT 2020) (IAW DFARS 225.7204(b))				
252.225-7006	ACQUISITION OF THE AMERICAN FLAG (AUG 2015) (IAW DFARS 225.7002-3(c))				
252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (APR 2022) (IAW DFARS 225.7002-3(a))				
252.225-7013	DUTY-FREE ENTRY (MAR 2022) (IAW DFARS 225.1101(4))				

252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997)

(IAW DFARS 225.1103(2))

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS

OUTSIDE THE UNITED STATES (JUN 2015)

(IAW DFARS 225.372-2)

(d) Information and guidance pertaining to DoD antiterrorism/ force protection can be obtained from:

The appropriate Antiterrorism/Force Protection Office at the Command Headquarters. Also see https://atep.dtic.mil .

252.225-7048 EXPORT-CONTROLLED ITEMS (JUN 2013)

(IAW DFARS 225.7901-4)

252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2020-00022)

(AUG 2020)

(IAW Class Deviation 2020-O0022)

- (a) The Contractor shall—
- (1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;
 - (2) Check the list of prohibited/restricted sources in the System for Award Management (SAM) at
 - (i) Prior to subcontract award; and
 - (ii) At least on a monthly basis; and
- (3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to section 841 of the National Defense Authorization Act for Fiscal Year 2015 (Pub. L. 113-291), as amended, unless the Contracting Officer provides to the Contractor written approval of the head of the contracting activity to continue the subcontract.
 - (b) The Head of the Contracting Activity has the authority to—
- (1) Terminate this contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor failed to exercise due diligence, as required by paragraph (a) of this clause; or
- (2)(i) Void this contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- (ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.
- (c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2017-00004) (SEP 2017)

(IAW DARS Tracking Number 2017-O0004)

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

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

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

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

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

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

(b) General.

- (1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR).
- (2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.
- (3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, Contractor personnel are only authorized to use force for individual self-defense.
- (4) Unless immune form host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).
- (5) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

- (1) (i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because—
 - (A) The Contractor cannot obtain effective security services;
 - (B) Effective security services are unavailable at a reasonable cost; or
 - (C) Threat conditions necessitate security through military means.
 - (ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.
- (2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U.S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

- (ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.
- (iii) Medical or dental care beyond this standard is not authorized.
- (3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.
- (4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.
- (d) Compliance with laws and regulations.
 - (1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable—
 - (i) United States, host country, and third country national laws;
 - (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
 - (iii) United States regulations, directives, instructions, policies, and procedures; and
 - (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
 - (2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause. (3) The Contractor shall ensure that CAAF and non-CAAF are aware—
 - - (i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program:
 - (ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or hose nation laws; and
 - (iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1)of this clause).
 - (4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under-
 - (i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or
 - (ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).
 - (5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:
 - (i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.
 - (ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.
 - (iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.
 - (6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—
 - (i) US Army Criminal Investigation Command at http://www.cid.army.mil/index.html;
 - (ii) Air Force Office of Special Investigations at
 - http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522;
 - (iii) Navy Criminal Investigative Service at http://www.ncis.navy.mil/Pages/publicdefault.aspx;
 - (iv) Defense Criminal Investigative Service at http://www.dodig.mil/HOTLINE/index.html;
 - (v) To any command of any supported military element or the command of any base.
 - (7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html . Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.
 - (8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to—
 - (i) Hold their own identity or immigration documents, such as passport or driver's license;
 - (ii) Receive agreed upon wages on time;
 - (iii) Take lunch and work-breaks;

- (iv) Elect to terminate employment at any time;
- (v) Identify grievances without fear of reprisal;
- (vi) Have a copy of their employment contract in a language they understand;
- (vii) Receive wages that are not below the legal in-country minimum wage;
- (viii) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and
- (ix) If housing is provided, live in housing that meets host-country housing and safety standards.
- (e) Preliminary personnel requirements.
 - (1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF specific requirements for each category will be specified in the statement of work or elsewhere in the contract):
 - (i) All required security and background checks are complete and acceptable.
 - (ii) All CAAF deploying in support of an applicable operation—
 - (A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;
 - (B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and
 - (C) Have received all required immunizations as specified in the contract.
 - (1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.
 - (2) All other immunizations shall be obtained prior to arrival at the deployment center.
 - (3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the USCENTCOM AOR a copy of the Public Health Service Form 791, "International Certificate of Vaccination" that shows vaccinations are current.
 - (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, form the deployment center.
 - (iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.
 - (v) All deploying personnel have received personal security training. At a minimum, the training shall—
 - (vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.
 - (vii) Personnel have received law of war training as follows:
 - (A) Basic training is required for all CAAF deployed outside the United States. The basic training will be provided through--
 - (1) A military-run training center; or
 - (2) A web-based source, if specified in the contract or approved by the Contracting Officer.
 - (B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.
 - (2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that—
 - (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);
 - (ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;
 - (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and
 - (iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

- (v) Such employees are required to report offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.
- (vi) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF shall—

- (1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;
- (2) Use the point of departure and transportation mode directed by the Contracting Officer; and
- (3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENTCOM AOR entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Contractor Accountability and Personnel Data

The Synchronized Predeployment and Operational Tracker (SPOT) is the joint web-based database to assist the Combatant Commanders in maintaining awareness of the nature, extent, and potential risks and capabilities associated with contracted support for contingency operations, humanitarian assistance and peacekeeping operations, or military exercises designated by USCENTCOM.

- (1) Contractors shall account for all CAAF and non-CAAF personnel in SPOT by name.
- (2) Registration. The Contractor shall comply with SPOT registration requirements.
 - (i) Contractor appointed company administrators for unclassified contracts shall register for a SPOT account at https://spot.dmdc.mil. For classified contracts, users shall access SPOT at https://spot.dmdc.osd.smil.mil. (ii) Register in SPOT using one of the following log-in methods-
 - (A) A Common Access Card (CAC) or a SPOT-approved digital certificate; or
 - (B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval
 - (iii) The SPOT Customer Support Team must validate user need. This process may take 2 business days. Contractor representatives will be contacted to validate contractor administrator requests and determine the appropriate level of user access.
 - (iv) Refer to the OSD Program Support website at https://www.aqc.osd.mil/log/PS/spot.html for the SPOT Business Rules, additional training resources, documentation regarding registration, and use of SPOT.

(3) Compliance with SPOT.

- (i) The Contractor shall comply with the SPOT business Rules at https://www.acq.osd.mil/log/PS/spot.html.
 - (A) The Contractor shall enter into the SPOT web-based system the required information on Contractor personnel prior to deployment to the designated operational area and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for applicable Contractor personnel.
 - (B) The Contractor shall ensure the in-theater arrival date (ITAD), deployment closeout dates and changes to the status of individual Contractor personnel relating to their ITAD and their duty location, to include closing out the deployment with their proper status (e.g. mission complete, killed, wounded) are updated in the system in accordance with the processes and timelines established in the SPOT business rules.
- (ii) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities in accordance with FAR subpart 42.15, Contractor Performance Information.

(h) Contractor personnel.

- (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.
- (2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

- (3) The Contractor shall ensure that Contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against Contractor personnel to appropriate investigative authorities.
- (4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

- (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—
 - (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and
 - (ii) Carry the written authorization with them at all times.
- (2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.
- (3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.
- (4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

- (1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.
- (2) If Contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.
- (3) The Contractor shall ensure that its personnel who are authorized to carry a weapons—
 - (i) Are adequately trained to carry and use them—
 - (A) Safely;
 - (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
 - (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
 - (ii) Are not barred from possession of a firearm by 18 U.S.C. 922;
 - (iii) Adhere to all guidance and orders issued by the USCENTCOM Commander regarding possession, use, safety, and accountability of weapons and ammunition.
 - (iv) Comply with applicable Combatant Commander and local commander force-protection policies; and
 - (v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.
- (4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENTCOM AOR.
- (I) Purchase of scare goods and services. If the Combatant Commander has established an organization for the USCENTCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

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

- (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
- (n) Next of kin notification and personnel recovery.
 - (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury; or is isolated, missing, detained, captured, or abducted.
 - (2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense
- (o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.
- (p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.
- (q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (APR 2019) (IAW DFARS 226.104)			
52.227-1	AUTHORIZATION AND CONSENT (JUN 2020) (IAW FAR 27.201-2(a)(1))			
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (JUN 2020) (IAW FAR 27.201-2(b))			
252.227-7025	LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2013) (IAW DFARS 227.7103-6(c), DFARS 227.7104(f)(1), DFARS 227.7203-6(d))			
52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (JUL 2014) (IAW FAR 28.309(a))			
52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984) (IAW FAR 28.309(b))			
52.228-5	INSURANCEWORK ON A GOVERNMENT INSTALLATION (JAN 1997) (IAW FAR 28.310)			
52.228-7	INSURANCELIABILITY TO THIRD PERSONS (MAR 1996) (IAW FAR 28.311-1)			
252.228-7001	GROUND AND FLIGHT RISK (JUN 2010) (IAW DFARS 228.370(b))			
252.228-7003	CAPTURE AND DETENTION (DEC 1991) (IAW DFARS 228.370(c))			
252.228-7005	MISHAP REPORTING AND INVESTIGATION INVOLVING AIRCRAFT, MISSILES, AND SPACE LAUNCH VEHICLES (NOV 2019) (IAW DFARS 228.370(d))			

52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) (IAW FAR 29.401-3(a))		
52.229-6	TAXESFOREIGN FIXED-PRICE CONTRACTS (FEB 2013) (IAW FAR 29.402-1(a))		
52.229-12	TAX ON CERTAIN FOREIGN PROCUREMENTS (FEB 2021) (IAW 29.402-3(b))		
52.230-2	COST ACCOUNTING STANDARDS (JUN 2020) (IAW FAR 30.201-4(a)(1))		
252.231-7000	SUPPLEMENTAL COST PRINCIPLES (DEC 1991) (IAW DFARS 231.100-70)		
52.232-1	PAYMENTS (APR 1984) (IAW FAR 32.111(a)(1))		
52.232-2	PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS (APR 1984) (IAW FAR 32.111(a)(2))		
52.232-7	PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (NOV 2021)		
(IAW FAR 32.111(a)(7)) (h) Interim payments on contracts for other than services.			

(2) The designated payment office will make interim payments for contract financing on the <u>30th</u> 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.

52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) (IAW FAR 32.111(b)(1))
52.232-11	EXTRAS (APR 1984) (IAW FAR 32.111(c)(2))
52.232-17	INTEREST (MAY 2014) (IAW FAR 32.611(a), FAR 32.611(b))
52.232-18	AVAILABILITY OF FUNDS (APR 1984) (IAW FAR 32.706-1(a))
52.232-20	LIMITATION OF COST (APR 1984) (IAW FAR 32.706-2(a))
52.232-22	LIMITATION OF FUNDS (APR 1984) (IAW FAR 32.706-2(b))
52.232-23	ASSIGNMENT OF CLAIMS (MAY 2014) (IAW FAR 32.806(a)(1))
52.232-25	PROMPT PAYMENT (JAN 2017) (IAW FAR 32.908(c))

(a) Invoice payments—

⁽⁵⁾ Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

⁽i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government

acceptance is deemed to occur constructively on the <u>7th</u> day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--SYSTEM FOR AWARD

MANAGEMENT (OCT 2018) (IAW FAR 32.1110(a)(1))

52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

(IAW FAR 32.706-3)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS

SUBCONTRACTORS (NOV 2021)

(IAW FAR 32.009-2)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS

(DEC 2018)

(IAW DFARS 232.7004(a))

(a) Definitions. As used in this clause—

"Contract financing payment" means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

- (1) Contract financing payments include—
- (i) Advance payments:
- (ii) Performance-based payments;
- (iii) Commercial advance and interim payments;
- (iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;
- (v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
- (vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.
- (2) Contract financing payments do not include—
- (i) Invoice payments:
- (ii) Payments for partial deliveries; or
- (iii) Lease and rental payments.

"Electronic form" means any automated system that transmits information electronically from the initiating system to affected systems.

"Invoice payment" means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

- (1) Invoice payments include—
- (i) Payments for partial deliveries that have been accepted by the Government;
- (ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;
- (iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and (iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25,
- (iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.23 Prompt Payment, is used.
- (2) Invoice payments do not include contract financing payments.

- "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.
- "Receiving report" means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.
- (b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.
- (c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:
 - (1) Electronic Data Interchange.
 - (2) Secure File Transfer Protocol.
 - (3) Direct input through the WAWF website.
- (d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when—
 - (1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;
 - (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 on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or
 - (4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.
- (e) Information regarding WAWF is available at https://wawf.eb.mil/.
- (f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014) (IAW DFARS 232.706-70)

(IAW FAR 33.215)

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

On execution of contract	\$
*********	\$
********	\$
*********	\$

252.232-7009	MANDATORY PAYMENT BY GOVERNMENTWIDE COMMERCIAL PURCHASE CARD (MAY 2018) (IAW DFARS 232.1110)		
252.232-7010	LEVIES ON CONTRACT PAYMENTS (DEC 2006) (IAW DFARS 232.7102)		
52.233-1	DISPUTES (MAY 2014)		

52.233-3	PROTEST AFTER AWARD (AUG 1996) (IAW FAR 33.106(b))				
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985) (IAW FAR 33.106(b))				
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) (IAW FAR 33.215(b))				
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984) (IAW FAR 37.110(b))				
52.237-3	CONTINUITY OF SERVICES (JAN 1991) (IAW FAR 37.110(c))				
252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL (JUN 2013) (IAW DFARS 237.173-5)				
252.237-7023	CONTINUATION OF MISSION ESSENTIAL FUNCTIONS (OCT 2010)				
contractor services in suppo	(IAW DFARS 237.7603(a)) entified all or a portion of the Contractor services performed under this Contract as essential ort of mission essential functions. These services are listed in attachment *********************, Mission Essential Contractor Services, dated 00 - *** - 0000.				
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984) (IAW FAR 42.802)				
52.242-3	PENALTIES FOR UNALLOWABLE COSTS (SEP 2021) (IAW FAR 42.709-7)				
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997) (IAW FAR 42.703-2(f))				
(c) The certificate of final in	direct costs shall read as follows:				
	CERTIFICATE OF FINAL INDIRECT COSTS				
	nat I have reviewed this proposal to establish final indirect cost rates and to the best of my				
knowledge and be	elief: osts included in this proposal (<u>identify proposal and date</u>) to establish final indirect costs rates for				
(<u>identif</u>	y period covered by rate) are allowable in accordance with the cost principles of the Federal tion Regulation (FAR) and its supplements applicable to the contracts to which the final indirect cost				
	ill apply; and				
2. This p	proposal does not include any costs which are expressly unallowable under applicable cost principles				
	AR or its supplements.				
Signatui	re:				
Name o	f Certifying Official:				
Date of	Execution:				
52.242-5	PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017) (IAW FAR 42.1504)				

BANKRUPTCY (JUL 1995) (IAW FAR 42.903)

52.242-13

252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (MAY 2011) (IAW DFARS 242.7204)
252.242-7005	CONTRACTOR BUSINESS SYSTEMS (FEB 2012) (IAW DFARS 242.7001)
252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012) (IAW DFARS 242.7503)
5352.242-9000	CONTRACTOR ACCESS TO AIR FORCE INSTALLATIONS (OCT 2019) (IAW AFFARS 5342.490-1)
frequent visits to or perf	obtain base identification and vehicle passes, if required, for all contractor personnel who make form work on the Air Force installation(s) cited in the contract. Contractor personnel are required to play installation identification badges or contractor-furnished, contractor identification badges while
contract number, location access to the base. The l credentials or vehicle pa registration office or Sec	submit a written request on company letterhead to the contracting officer listing the following: on of work site, start and stop dates, and names of employees and subcontractor employees needing letter will also specify the individual(s) authorized to sign for a request for base identification asses. The contracting officer will endorse the request and forward it to the issuing base pass and curity Forces for processing. When reporting to the registration office, the authorized contractor yide a valid driver's license, current vehicle registration, valid vehicle insurance certificate, and
******	***********************
******	*************************************

******* to obtain a	venicie pass.
	of the contract, the contractor shall be responsible for obtaining required identification for newly for prompt return of credentials and vehicle passes for any employee who no longer requires access to
	is contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with
******	*********************
******	********************
******	*********************
******	*******************
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****** citing the appropriate paragraphs as applicable.

⁽e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

5352.242-9001	COMMON ACCESS CARDS (CAC) FOR CONTRACTOR PERSONNEL (OCT 2019) (IAW AFFARS 5342.490-2)
52.243-1	CHANGESFIXED-PRICE (AUG 1987) (IAW FAR 43.205(a)(1))
52.243-1	CHANGESFIXED-PRICE ALTERNATE I (APR 1984) (IAW FAR 43.205(a)(2))
52.243-1	CHANGESFIXED-PRICE ALTERNATE V (APR 1984) (IAW FAR 43.205(a)(6))
52.243-2	CHANGESCOST-REIMBURSEMENT (AUG 1987) (IAW FAR 43.205(b)(1))
52.243-2	CHANGESCOST-REIMBURSEMENT ALTERNATE I (APR 1984) (IAW FAR 43.205(b)(2))
52.243-2	CHANGESCOST-REIMBURSEMENT ALTERNATE V (APR 1984) (IAW FAR 43.205(b)(6))
52.243-3	CHANGESTIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000) (IAW FAR 43.205(c))
252.243-7001	PRICING OF CONTRACT MODIFICATIONS (DEC 1991) (IAW DFARS 243.205-70)
252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT (DEC 2012) (IAW DFARS 243.205-71)
52.244-2	SUBCONTRACTS (JUN 2020) (IAW FAR 44.204(a)(1), FAR 44.204(a)(3))

(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:

Subcontracts

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

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VII.	nr	\cap r	ntra	ıcts
Ju	\sim	OI.	ıuc	icis

52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996) (IAW FAR 44.204(c))
52.244-6	SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (JAN 2022) (IAW FAR 44.403)
252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATIONBASIC (MAY 2014) (IAW DFARS 244.305-71)
52.245-1	GOVERNMENT PROPERTY (SEP 2021) (IAW FAR 45.107(a), DFARS 237.7003(c), DFARS 245.107)
52.245-2	GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012) (IAW FAR 45.107(b))

- (a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.
- (b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.
- (c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.
- (d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.
- (e) Government property provided under this clause:

52.245-9	USE AND CHARGES (APR 2012) (IAW FAR 45.107(c))
252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY (JAN 2021) (IAW DFARS 245.107(4))
252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION (APR 2012)

(IAW DFARS 245.107(5))

252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017) (IAW DFARS 245.107(5))
52.246-25	LIMITATION OF LIABILITYSERVICES (FEB 1997) (IAW FAR 46.805(a)(4))
252.246-7004	SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS (OCT 2010) (IAW DFARS 246.270-4)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) (IAW FAR 49.502(b)(1)(i))
52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) (IAW FAR 49.503(a)(1))
52.249-6	TERMINATION (COST-REIMBURSEMENT) ALTERNATE IV (SEP 1996) (IAW FAR 49.503(a)(4))
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (IAW FAR 49.504(a)(1))
52.249-9	DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT) (APR 1984) (IAW FAR 49.504(b))
52.249-14	EXCUSABLE DELAYS (APR 1984) (IAW FAR 49.505(b))
52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (IAW FAR 52.107(b))

Regulations URLs: (Click on the appropriate regulation.)

https://acquisition.gov/browse/index/far

electronically at this/these address(es):

https://acquisition.gov/dfars https://acquisition.gov/affars

NOTE: After selecting the appropriate regulation above, at the "Table of Contents" page, conduct a search for the desired regulation reference using your browser's FIND function. When located, click on the regulation reference (hyperlink).

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

52.252-4 ALTERATIONS IN CONTRACT (APR 1984) (IAW FAR 52.107(d))

Portions of this contract are altered as follows:

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(IAW FAR 52.107(f))

- (a) The use in this contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2).clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(IAW FAR 53.111)

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS SECTION J LIST OF ATTACHMENTS

Form Number	Description/File Name Attachment_1_PWS.pdf	Date	Number of Pages 29
	PWS Attachment_2_CDRLs.pdf CDRLs		14
	Attachment_3_QASP.pdf OASP		14
	Attachment_4_Section_L.pdf Instructions to Offerors		37
	Attachment_5_Section_M.pdf Evaluation Factors for Award		12
	Attachment_6_CFT_Ordering_Guide.pdf Ordering Guide		8

PART IV - REPRESENTATIONS AND INSTRUCTIONS SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2022) (IAW FAR 4.1202(a))

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 336411.
 - (2) The small business size standard is 1,500
 - (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—
 - (i) Is set aside for small business and has a value above the simplified acquisition threshold;
 - (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
 - (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
- (b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
 - (2) If the provision at 52.204–7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
 - [] (i) Paragraph (d) applies.
 - [] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
 - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.
 - (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
 - (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (vi) 52.204–26, Covered Telecommunications Equipment or Services—Representation. This provision applies to all solicitations.
 - $\label{prop:contracting} \mbox{(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations} \mbox{$-$Representation.}$
 - (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
 - (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
 - (x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
 - (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

- (xii) 52.219–1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or
- when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
 - (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
 - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219–2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xviv) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7
- (xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, II, and III) This provision applies to solicitations containing the clause at 52.225-3.
 - (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.
 - (D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transaction Relating to Iran—Representation and Certifications. This provision applies to all solicitations. (xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired
- (2) The following representations or certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]
 - X__ (i) 52.204-17, Ownership or Control of Offeror.

from higher educational institutions.

- X __ (ii) 52.204-20, Predecessor of Offeror.
- (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (see note) (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment -- Certification.). (Note: If this clause is applicable it will be listed in the appropriate clause section of this document.)
- ____ (v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(see note) (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only). (Note: If this clause and it's Alternate I are applicable they will be listed				
		section of this document.)		pprioable trief will be listed
		Information.		
	(A) Basic.			
	(B) Alternat			
(viii) 52.22	7-15, Repre	sentation of Limited Rights Da	ta and Restricted Computer Softw	vare.
			tifications electronically in SAM a	
			Offeror verifies by submission of the	
			that apply to this solicitation as inc	
			onths, are current, accurate, comp NAICS code referenced for this so	
			4.1201); except for the changes ic	
			These amended representation(s)	
			plete as of the date of this offer.	
FAR Clause #		Title	Date	Change
Any changes provided by	, the offere	r aro annlicable to this solicita:	tion only, and do not result in an u	indate to the
representations and cert			tion only, and do not result in an c	apuate to the
Toprosontations and con-	inoutions p	03104 011 07 11711		
252.204-7007	ALTE	RNATE A, ANNUAL REPR	ESENTATIONS AND CERTIF	ICATIONS (MAY 2021)
Cubatituta the following		/ DFARS 204.1202)	s (b) and (d) of the provision at FA	D E2 204 0.
Substitute the following	pai ayi api is	(b), (d), and (e) for paragraph.	s (b) and (d) of the provision at FA	IN 32.204-0.
(b)(1) If the provision at provision applies.	FAR 52.204	-7, System for Award Manager	ment, is included in this solicitation	n, paragraph (e) of this
(0) 10 11		50,004,7,0,4,5,4,4,1,1,4		11.11.11
			lanagement, is not included in this	
			rd Management (SAM), the Offero e corresponding individual represe	
			in applies by checking one of the f	
in the solicitud	011. 1110 011	cror shan malcate which optio	Truppines by effecting one of the f	onowing boxes.
((i) Paragrap	h (e) applies.		
((ii) Paragrap	oh (e) does not apply and the C	Offeror has completed the individu	ual representations and
certifications in the solicitation.				
(1) (4) TI C II I				
			database are applicable to this soli	
• • • • • • • • • • • • • • • • • • • •	oz.204–701 olicitations.	6, Covered Defense Telecomm	unications Equipment or Services	Representation. Applies to
		8 Economic Price Adjustment	Wage Rates or Material Prices Co	ontrolled by a Foreign
			itations for fixed-price supply and	
			n a foreign country, and a foreign	
			act performance impose a mandat	
price	s of materi	als.	·	
			Applies to all solicitations when p	erformance will be wholly
		reign country.		1121
			of Certain Foreign Commercial Sate	
			ons for the acquisition of commer Control by the Government of a C	

Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more. (vi) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract

(vii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract

performance will be in Italy.

performance will be in Spain.

those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold. (2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer; [Contracting Officer check as appropriate.] 252.209-7002, Disclosure of Ownership or Control by a Foreign Government. (i) 252.225-7000, Buy American —Balance of Payments Program Certificate. (iii) 252.225-7020, Trade Agreements Certificate. Use with Alternate I 252.225-7031, Secondary Arab Boycott of Israel. (v) 252.225-7035, Buy American —Free Trade Agreements—Balance of Payments Program Certificate. Use with Alternate I. Use with Alternate II. Use with Alternate III. Use with Alternate IV. Use with Alternate V. 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities. (vii) 252.232–7015, Performance-Based Payments—Representation. (e) The Offeror has completed the annual representations and certifications electronically via the SAM website at https://www.acquisition.gov/. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204–8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [Offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. FAR/DFARS Provision No. Title Date Change Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database. **INFORMATION REGARDING RESPONSIBILITY MATTERS** (OCT 2018) 52.209-7 (IAW FAR 9.104-7(b)) (a) Definitions. As used in this provision— "Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency

(viii) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except

(1) The total value of all current, active contracts and grants, including all priced options; and

actions such as contract audits, site visits, corrective plans, or inspection of deliverables. "Federal contracts and grants with total value greater than \$10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options, and (2) The total value of all current, active orders including all priced options under indefinite-delivery,

indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [_] has [_] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
 - (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.
- (2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.
- (d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via https://www.sam.gov (see 52.204-7).

52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016) (IAW FAR 9.104-7(d))

(b) The Offeror represents that—

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all
judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely
manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within
the preceding 24 months.

52.209-13 VIOLATION OF ARMS CONTROL TREATIES OR AGREEMENTS--CERTIFICATION

(NOV 2021)

(IAW FAR 9.109-5)

252.209-7993

REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW--FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-00009) (FEB 2014)

(IAW DARS Tracking # 2014-O0009)

- (a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be use to enter into a contract with any corporation that--
 - (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
 - (2) Was convicted of a felony criminal violation under any Federal Law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which a	ЭШ
judicial ar	nd administr	ative remedies have been exhausted or have lapsed, and that is not being paid in a timely	
manner p	ursuant to a	n agreement with the authority responsible for collecting the tax liability,	

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal Law within the preceding 24 months.

52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS--REPRESENTATION (DEC 2016)

(IAW FAR 23.804(b))

- (b) Representation. [Offeror is to check applicable blocks in paragraphs (b)(1) and (2).]
 - (1) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose greenhouse gas emissions, i.e., make available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.
 - (2) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly available Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.
 - (3) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.
- (c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:______.

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN--REPRESENTATION AND

CERTIFICATIONS (JUN 2020)

(IAW FAR 25.1103(e))

52.229-11 TAXES ON CERTAIN FOREIGN PROCUREMENTS - NOTICE AND REPRESENTATION (JUN 2020)

(IAW FAR 29.402-3(a))

(a) Definitions. As used in this provision—

Foreign person means any person other than a United States person.

Specified Federal procurement payment means any payment made pursuant to a contract with a foreign contracting party that is for goods, manufactured or produced, or services provided in a foreign country that is not a party to an international procurement agreement with the United States. For purposes of the prior sentence, a foreign country does not include an outlying area.

United States person as defined in 26 U.S.C. 7701(a)(30) means—

- (1) A citizen or resident of the United States:
- (2) A domestic partnership;
- (3) A domestic corporation;
- (4) Any estate (other than a foreign estate, within the meaning of 26 U.S.C. 701(a)(31)); and
- (5) Any trust if—
 - (i) A court within the United States is able to exercise primary supervision over the administration of the trust: and
 - (ii) One or more United States persons have the authority to control all substantial decisions of the trust.
- (b) Unless exempted, there is a 2 percent tax of the amount of a specified Federal procurement payment on any foreign person receiving such payment. See 26 U.S.C. 5000C and its implementing regulations at 26 CFR 1.5000C–1 through 1.5000C–7.
- (c) Exemptions from withholding under this provision are described at 26 CFR 1.5000C–1(d)(5) through (7). The Offeror would claim an exemption from the withholding by using the Department of the Treasury Internal Revenue Service Form W– 14, Certificate of Foreign Contracting Party Receiving Federal Procurement Payments, available via the internet at www.irs.gov/w14. Any exemption claimed and self-certified on the IRS Form W–14 is subject to audit by the IRS. Any disputes regarding the imposition and collection of the 26 U.S.C. 5000C tax are adjudicated by the IRS as the 26 U.S.C. 5000C tax is a tax matter, not a contract issue. The IRS Form W–14 is provided to the acquiring agency rather than to the IRS.
- (d) For purposes of withholding under 26 U.S.C. 5000C, the Offeror represents that—

- (1) It [] is [] is not a foreign person; and
- (2) If the Offeror indicates "is" in paragraph (d)(1) of this provision, then the Offeror represents that—

I am claiming on the IRS Form W–14 [] a full exemption, or [] partial or no exemption [Offeror shall select one] from the excise tax.

- (e) If the Offeror represents it is a foreign person in paragraph (d)(1) of this provision, then—
 - (1) The clause at FAR 52.229–12, Tax on Certain Foreign Procurements, will be included in any resulting contract; and
 - (2) The Offeror shall submit with its offer the IRS Form W–14. If the IRS Form W–14 is not submitted with the offer, exemptions will not be applied to any resulting contract and the Government will withhold a full 2 percent of each payment.
- (f) If the Offeror selects "is" in paragraph (d)(1) and "partial or no exemption" in paragraph (d)(2) of this provision, the Offeror will be subject to withholding in accordance with the clause at FAR 52.229–12, Tax on Certain Foreign Procurements, in any resulting contract.
- (g) A taxpayer may, for a fee, seek advice from the Internal Revenue Service (IRS) as to the proper tax treatment of a transaction. This is called a private letter ruling. Also, the IRS may publish a revenue ruling, which is an official interpretation by the IRS of the Internal Revenue Code, related statutes, tax treaties, and regulations. A revenue ruling is the conclusion of the IRS on how the law is applied to a specific set of facts. For questions relating to the interpretation of the IRS regulations go to https://www.irs.gov/help/tax-law-questions.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2020) (IAW FAR 30.201-3(a))

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

- I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION
- (a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:
 - [] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:
 - (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and
 - (ii) one copy to the cognizant Federal auditor.

	(Disclosure must be on Form No. CASB DS–1 or CASB DS–2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)
	Date of Disclosure Statement:
[The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement. [2] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:
	Date of Disclosure Statement:
s s r	The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the accounting practices disclosed in the applicable Disclosure Statement.] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, ubsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and ubcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award esulting from this proposal, the offeror will advise the Contracting Officer immediately.] (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.
s t	CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or ubcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, he exemption applies only in connection with proposals submitted before expiration of the 90-day period following he cost accounting period in which the monetary exemption was exceeded.
If the offer checking the Consistence [CCOUNTING STANDARDSELIGIBILITY FOR MODIFIED CONTRACT COVERAGE or is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by ne box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and y of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which his proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and ubcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, he offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[] YES [] NO

PART IV - REPRESENTATIONS AND INSTRUCTIONS SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

52.204-7	SYSTEM FOR AWARD MANAGEMENT (OCT 2018) (IAW FAR 4.1105(a)(1))
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020) (IAW FAR 4.1804(a), FAR 12.301(d))
52.204-22	ALTERNATIVE LINE ITEM PROPOSAL (JAN 2017) (IAW FAR 4.1008)
52.204-24	REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) (IAW FAR 4.2105(a))

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

(a) Definitions. As used in this provision-

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

- (b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—
- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—
- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."
 - (d) Representations. The Offeror represents that—
- (1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and
 - (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—
- It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.
- (e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:
 - (i) For covered equipment—
- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
 - (ii) For covered services—
- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
- (2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:
 - (i) For covered equipment—
- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);
- (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
 - (ii) For covered services—

- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES - REPRESENTATION (OCT 2020)

(IAW FAR 4.2105(c))

- (a) Definitions. As used in this provision, "covered telecommunications equipment or services" and 'reasonable inquiry' have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
- (b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".
- (c) Representations.
- (1) The Offeror represents that it [] does, [] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
- (2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it [] does, [] does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

(IAW FAR 11.604(a))

Note: DX or DO rating will be completed on cover page.

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (NOV 2021)

(IAW FAR 15.209(a))

52.216-1 TYPE OF CONTRACT (APR 1984)

(IAW FAR 16.105)

The Government contemplates award of a (see individual line item) contract resulting from this solicitation.

52.216-29 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS -- OTHER

THAN COMMERCIAL ACQUISITION WITH ADEQUATE PRICE COMPETITION

(NOV 2021)

(IAW FAR 16.601(f)(1))

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION

(FEB 1999)

(IAW FAR 22.810(c))

52.233-2 SERVICE OF PROTEST (SEP 2006)

(IAW FAR 33.106(a))

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies

of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from (See page 1 Issuing Office).

(b) The copy of any protest shall be received in the office designated above within one day of filling a protest with the GAO.

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) (IAW FAR 52.107(a))

This solicitation incorporated one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The full text of a clause may be accessed electronically at this/these address(es): Regulations URLs: (Click on the appropriate regulation.)

https://acquisition.gov/browse/index/far

https://acquisition.gov/dfars

https://acquisition.gov/affars

NOTE: After selecting the appropriate regulation above, at the "Table of Contents" page conduct a search for the desired regulation reference, using your browser's FIND function. When located, click on the regulation reference (hyperlink).

PART IV - REPRESENTATIONS AND INSTRUCTIONS SECTION M EVALUATION FACTORS FOR AWARD

EVALUATION CRITERIA FOR AWARD (OCT 1997)

(IAW FAR 13.106-2(b), FAR 14.201-5(c), FAR 15.204-5(c))

For the purposes of award, offers will be evaluated based on the following factors, listed in descending order of importance:

Evaluation Factors	Order of Importance

All evaluation factors other than cost or price, when combined, are Approximately Equal to Cost or Price.

NOTICE FOR OPTIONS: Price will be evaluated by adding the extended prices for basic award and option quantities, if applicable.