

SOLICITATION, OFFER AND AWARD		1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1	of 110	Pages
2. Contract Number		3. Solicitation Number W52P1J-12-R-0198		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Negotiated (RFP)		5. Date Issued 2012OCT05	
7. Issued By ARMY CONTRACTING COMMAND - RI CCRC-FE ROCK ISLAND, IL 61299-8000 BLDGS 60 & 62		Code W52P1J		8. Address Offer To (If Other Than Item 7)			
6. Requisition/Purchase Number SEE SCHEDULE							

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

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until 03:00pm (hour) local time 2012NOV09 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	A. Name KAREN M. MCELHINEY	B. Telephone (No Collect Calls)			C. E-mail Address KAREN.M.MCELHINEY.CIV@MAIL.MIL
		Area Code (309)	Number 782-2201	Ext.	

11. Table Of Contents

(X)	Sec.	Description	Page(s)	(X)	Sec.	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	21
X	B	Supplies or Services and Prices/Costs	10	Part III - List Of Documents, Exhibits, And Other Attach.			
	C	Description/Specs./Work Statement		X	J	List of Attachments	81
	D	Packaging and Marking		Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	11	X	K	Representations, Certifications, and Other Statements of Offerors	82
X	F	Deliveries or Performance	12				
X	G	Contract Administration Data	15	X	L	Instrs., Conds., and Notices to Offerors	102
X	H	Special Contract Requirements	17	X	M	Evaluation Factors for Award	108

OFFER (Must be fully completed by offeror)

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

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

13. Discount For Prompt Payment (See Section I, Clause No. 52.232-8)	<input type="checkbox"/> 10 Calendar Days (%)	<input type="checkbox"/> 20 Calendar Days (%)	<input type="checkbox"/> 30 Calendar Days (%)	<input type="checkbox"/> Calendar Days (%)
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14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	Amendment No.	Date	Amendment No.	Date

15A. Name and Address of Offeror	Code	Facility	16. Name and Title of Person Authorized to Sign Offer (Type or Print)
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15B. Telephone Number	15C. Check if Remittance Address is	17. Signature	18. Offer Date
Area Code Number Ext.	<input type="checkbox"/> Different From Above - Enter such Address In Schedule		

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation
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22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)	Item 25
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24. Administered By (If other than Item 7)	Code	25. Payment Will Be Made By	Code
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26. Name of Contracting Officer (Type or Print)	27. United States Of America (Signature of Contracting Officer)	28. Award Date
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198 MOD/AMD	Page 2 of 110 REPRINT
---------------------------	---	---------------------------------

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

THE FOLLOWING AMENDMENTS HAVE BEEN INCORPORATED

0001
0002
0003
0004
0005

Buyer Name: KAREN M. MCELHINEY
Buyer Office Symbol/Telephone Number: CCRC-FE/(309)782-2201
Type of Contract 1: No Cost
Kind of Contract: Service Contracts

*** End of Narrative A0000 ***

The purpose of Amendment 0003 to RFP W52P1J-12-R-0198 is to change the following section A and Section L paragraphs:

1. Section A paragraph 2(a)(i) has been deleted from the original solicitation. As a result subsequent paragraphs have been renumbered.
2. Section A paragraph 8 is changed:

FROM:

"Questions pertaining to the solicitation or any associated attachment shall be submitted via ASFI using the Q&A function. Please be advised that any question you submit will be able to be seen by other interested parties; therefore, please refrain from identifying your company or including any proprietary information in your questions. The cutoff date for submitting questions through ASFI will be 7 days prior to the closing of the solicitation. Should any inconsistency, disagreement, or variance exist between the Step Two Q&As and the information provided in RFP W52P1J-12-R-1098, the information in the RFP shall prevail."

TO:

"Questions pertaining to the solicitation or any associated attachment shall be submitted via the EAGLE mailbox: usarmy.RIA.acc.mbx.eagle@mail.mil. Please be advised that any question you submit will be able to be seen by other interested parties; therefore, please refrain from identifying your company or including any proprietary information in your questions. The cutoff date for submitting questions to the EAGLE mailbox will be 7 days prior to the closing of the solicitation. Should any inconsistency, disagreement, or variance exist between the Step Two Q&As and the information provided in RFP W52P1J-12-R-0198, the information in the RFP shall prevail."

3. Section L paragraph L.1.4 is changed:

FROM:

"The Offeror shall submit its proposal through Army Single Face to Industry (ASFI) Bid Response System (BRS). The requirements and procedures for offer submission are found in the ASFI Vendor Guide on the EAGLE website (<http://www.aschq.army.mil/ac/aaisdus/EAGLE.aspx>)."

TO:

to "The Offeror shall submit its proposal through the EAGLE mailbox at usarmy.RIA.acc.mbx.eagle@mail.mil. If needed, the Offeror can break the attachments into multiple emails. The subject line of the email shall state the Solicitation Number, the respective Offerors name and the email number i.e. W52P1J-12-R-1098, Offerors Name, email x of x. The Government will not evaluate any proposals that are not in compliance with this format."

4. Section L paragraph L.1.4.1 is changed:

FROM:

"The proposal submittal method used for this solicitation is the File Upload Process. Up to five files can be uploaded at one time. The combined size of the five files cannot exceed 10 Mb. If needed, the Offeror can break attachments into smaller files or use the upload utility multiple times if files exceed the 10Mb size format. File names must be 40 characters or less and must not contain single quotes, spaces, pound or percent signs. The Offeror should note the price quote number when submission is complete."

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198 MOD/AMD	Page 3 of 110 REPRINT
---------------------------	---	---------------------------------

Name of Offeror or Contractor:

TO:

"When submitting the proposal to the EAGLE Mailbox the Offeror shall request a delivery receipt and read receipt for the email. Once the proposal is received the Government will send a confirmation email to the Offeror. If the Offeror does not receive a confirmation email within 24 hours the Offeror shall contact the Contract Specialist, Karen McElhiney, at 309-782-2201. It is up to the Offeror to ensure the proposal is received by the Government."

5. Section L paragraph L.1.4.2(a) is changed:

FROM:

"Submit the revised proposal in its entirety (IAW Section L) via ASFI BRS following the File Upload Process."

TO:

"Submit the revised proposal in its entirety (IAW Section L) to the EAGLE mailbox. The subject line of the email shall state the Solicitation Number, the respective Offerors name, revised proposal, and email number i.e. W52P1J-12-R-0198 , Offerors Name, Revised Proposal, email x of x. The Government will not evaluate any proposals that are not in compliance with this format."

6. Section L paragraph L.1.4.2(b) has been deleted from the original solicitation.

7. Section L paragraph L.1.4.4 is changed:

FROM:

"To avoid rejection of an offer, Offeror must make every effort to ensure their electronic submission is virus free. Submissions or portions thereof submitted and which the automatic system detects the presence of a virus or which are otherwise unreadable will be treated as unreadable pursuant to FAR 52.215-1."

TO:

"To avoid rejection of an offer, the Offeror must make every effort to ensure their email submission is virus free. Submissions or portions thereof submitted and which the system detects the presence of a virus or which are otherwise unreadable will be treated as unreadable pursuant to FAR 52.215-1."

8. Section L paragraph L.2.8 is changed:

FROM:

"Digital file names shall include the respective Offeror name and file name from Table 2.1, i.e. Attachment 0003 Letter of Consent.doc. If an Offerors name is too long (more than 40 characters) they are permitted to abbreviate the file name to facilitate proposal upload into ASFI BRS. Abbreviated digital file names should communicate the Offerors company and the file name."

TO:

"Email attachment names shall include the respective Offerors name and file name from Table 2.1, i.e. Offerors Name, Attachment 0003 Letter of Consent.doc."

9. Reference Section L.1.5 for timely proposal submissions. Proposals submitted after the due date identified in the solicitation will be considered untimely and will not be evaluated.

10. The response date and time are not changed as result of Amendment 0003.

11. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0005 ***

1. The purpose of Amendment 0004 to RFP W52P1J-12-R-0198 is to extend the closing date of the solicitation and to change the following Section A and Section L paragraphs:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 4 of 110 MOD/AMD REPRINT
---------------------------	---	--

Name of Offeror or Contractor:

2. The closing date of W52P1J-12-R-0198 is changed from "2012NOV05 to "2012NOV09". The closing time will remain unchanged at 1500 central time.

3. Section A paragraph 8 is changed:

FROM:

"Questions pertaining to the solicitation or any associated attachment shall be submitted via the EAGLE mailbox: usarmy.RIA.acc.mbx.eagle@mail.mil. Please be advised that any question you submit will be able to be seen by other interested parties; therefore, please refrain from identifying your company or including any proprietary information in your questions. The cutoff date for submitting questions to the EAGLE mailbox will be 7 days prior to the closing of the solicitation. Should any inconsistency, disagreement, or variance exist between the Step Two Q&As and the information provided in RFP W52P1J-12-R-0198, the information in the RFP shall prevail."

TO:

"Questions pertaining to the solicitation or any associated attachment shall be submitted via the EAGLE mailbox: usarmy.RIA.acc.mbx.eagle@mail.mil. Please be advised that any question you submit will be able to be seen by other interested parties; therefore, please refrain from identifying your company or including any proprietary information in your questions. The cutoff date for submitting questions to the EAGLE mailbox will be 10 business days prior to the closing of the solicitation. Should any inconsistency, disagreement, or variance exist between the Step Two Q&As and the information provided in RFP W52P1J-12-R-0198, the information in the RFP shall prevail."

4. Section L paragraph L.1.4 is changed:

FROM:

"The Offeror shall submit its proposal through the EAGLE mailbox at usarmy.RIA.acc.mbx.eagle@mail.mil. If needed, the Offeror can break the attachments into multiple emails. The subject line of the email shall state the Solicitation Number, the respective Offerors name and the email number i.e. W52P1J-12-R-1098, Offerors Name, email x of x. The Government will not evaluate any proposals that are not in compliance with this format."

TO:

"The Offeror shall submit its proposal through the EAGLE mailbox at usarmy.RIA.acc.mbx.eagle@mail.mil. If needed, the Offeror can break the attachments into multiple emails. The subject line of the email shall state the Solicitation Number, the respective Offerors name and the email number i.e. W52P1J-12-R-1098, Offerors Name, email x of x. The Government may not evaluate any proposals that are not in compliance with this format."

5. Section L paragraph L.1.4.2(a) is changed:

FROM:

"Submit the revised proposal in its entirety (IAW Section L) to the EAGLE mailbox. The subject line of the email shall state the Solicitation Number, the respective Offerors name, revised proposal, and email number i.e. W52P1J-12-R-0198, Offerors Name, Revised Proposal, email x of x. The Government will not evaluate any proposals that are not in compliance with this format."

TO:

"Submit the revised proposal in its entirety (IAW Section L) to the EAGLE mailbox. The subject line of the email shall state the Solicitation Number, the respective Offerors name, revised proposal, and email number i.e. W52P1J-12-R-0198, Offerors Name, Revised Proposal, email x of x. The Government may not evaluate any proposals that are not in compliance with this format."

6. Section L paragraph L.1.8 is changed:

FROM:

"All questions pertaining to this solicitation shall be addressed to the EAGLE mailbox: usarmy.RIA.acc.mbx.eagle@mail.mil. All email questions must have the RFP Number in the subject line. The Government is not obligated to provide responses to all questions submitted by Offerors, but will consider them and incorporate changes into the RFP as deemed necessary. Government responses to questions will be posted at <http://www.aschq.army.mil/ac/aaisdus/EAGLE.aspx> under the file name Step Two Q&As (DATE) for review by all Offerors; therefore, do not mark questions/comments with a restrictive legend and do not include proprietary information. Offerors may submit questions up to seven (7) days prior to the Closing Date established by the solicitation/amendment."

TO:

"All questions pertaining to this solicitation shall be addressed to the EAGLE mailbox: usarmy.RIA.acc.mbx.eagle@mail.mil. All email questions must have the RFP Number in the subject line. The Government is not obligated to provide responses to all questions submitted by Offerors, but will consider them and incorporate changes into the RFP as deemed necessary. Government responses to questions will be posted at <http://www.aschq.army.mil/ac/aaisdus/EAGLE.aspx> under the file name Step Two Q&As (DATE) for review by all Offerors; therefore, do not mark questions/comments with a restrictive legend and do not include proprietary information. Offerors may submit questions up to ten (10) business days prior to the Closing Date established by the solicitation/amendment."

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	MOD/AMD	Page 5 of 110 REPRINT
Name of Offeror or Contractor:			

7. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0006 ***

1. The purpose of Amendment 0005 to RFP W52P1J-12-R-0198 is to change the following Section L and Section M paragraphs:

2. Section L paragraph L.2.10 2) changed:

FROM:

"There are no font type requirements or restrictions, but the text should be easily readable (please note that font size shall be no smaller than 12-point)."

TO:

"There are no font type requirements or restrictions, but the text should be easily readable (please note that font size shall be no smaller than 8-point)."

3. Section L added paragraph L.3.1.1.1, L.3.1.1.1 and L.3.1.1.2 allowing for new corporate entities to submit past performance data on prior contracts involving its officers and key personnel.

4. Section L paragraph L.3.1.2 (h) changed:

FROM:

"Line 5 Through Line 33 In Column J, enter the Prime for the contract referenced in Column H. If similar experience is from services performed as a Prime contractor, list the name of the EAGLE Offeror/Team Member/Joint Venture partner this reference applies to. If similar experience is from services performed as a Subcontractor, enter n/a."

TO:

"Line 5 Through Line 33 In Column J, enter the Prime for the contract referenced in Column H. If similar experience is from services performed as a Prime contractor, list the name of the EAGLE Offeror/Team Member/Joint Venture partner this reference applies to. If similar experience is from services performed by its officers/key personnel for a Prime contractor, list the name of the EAGLE Offeror/Team Member/Joint Venture partner and the name of the officer/key personnel this reference applies to. If similar experience is from services performed as a Subcontractor, enter n/a."

5. Section L paragraph L.3.1.2 (i) changed:

FROM:

"Line 5 Through Line 33 In Column K, enter the name of the contractor/subcontractor performing the similar experience in Column F and referenced in Column J, if different than Column K. If similar experience is from services performed as a Prime contractor enter n/a. If similar experience is from services performed as a Subcontractor, list the name of the EAGLE Offeror/Team Member/Joint Venture partner this reference applies to."

TO:

"Line 5 Through Line 33 In Column K, enter the name of the contractor/subcontractor performing the similar experience in Column F and referenced in Column J, if different than Column K. If similar experience is from services performed as a Prime contractor enter n/a. If similar experience is from services performed as a Subcontractor, list the name of the EAGLE Offeror/Team Member/Joint Venture partner this reference applies to. If similar experience is from services performed by its officers/key personnel for a Subcontractor, list the name of the EAGLE Offeror/Team Member/Joint Venture partner and the name of the officer/key personnel this reference applies to."

6. Section L paragraph L.4.1 (b) changed:

FROM:

"The contract number (and task order number if applicable) or subcontract number which is recent/relevant to the immediate requirement that the team/joint venture partner or subcontractor demonstrated recent/relevant past performance."

TO:

"The contract number (and task order number if applicable) or subcontract number (and the name of the officer/key personnel if applicable) which is recent/relevant to the immediate requirement that the team/joint venture partner or subcontractor demonstrated recent/relevant past performance."

7. Section M added paragraph M.2.3.8, regarding past performance submitted by new corporate entities on prior contracts involving its officers and key personnel.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198 MOD/AMD	Page 6 of 110 REPRINT
---------------------------	---	--

Name of Offeror or Contractor:

8. The response date and time are not changed as result of Amendment 0005.

9. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0007 ***

1. The Enhanced Army Global Logistics Enterprise (EAGLE) program will be used to procure logistics services requirements, primarily Material Maintenance Services, Retail/Wholesale Supply Services and Transportation Support Services in support of Directorates of Logistics (DOL) installations; Army Prepositioned Stocks (APS); Theater Provided Equipment (TPE); In-Theater Maintenance (ITM); Left Behind Equipment (LBE); Pre-Deployment Training Equipment (PDTE); New Equipment Training (NET); New Equipment Fielding; and RESET within Continental United States (CONUS) and Outside Continental United States (OCONUS) locations.

a. The purpose of this Request for Proposal is to allow for all NON-BOA Holders an opportunity to submit a proposal for evaluation to potentially obtain an executed EAGLE BOA.

b. As outlined in EAGLE Execution Business Rules, Section H - A.l.e. of the executed BOAs, it states "BOA Holders determined acceptable under Step Two who wish to have a new approach evaluated, including adding or changing subcontractors per EAGLE Execution Rule 2(b), may do so during the annual review of the BOA or in response to a special/emergent requirement BOA RFP." All current EAGLE BOA Holders will be contacted under separate cover with the detailed procedures for submitting revised teaming approaches during this Request for Proposal process.

2. The Government will procure the EAGLE requirements utilizing the multi-step procurement process outlined below.

a. Step 2: The Government will execute no cost Basic Ordering Agreements (BOAs) to Offerors whose proposals in response to this solicitation, W52P1J-12-R-0198, are found acceptable based on the criteria stated in Section M. The BOAs will be effective the date of the BOA execution through 28 September 2017.

i. The Offeror's attention is directed to Section L and the submission requirements stated therein. Failure to submit ALL information required by this section may render an offer unacceptable. See Section M for information on proposal evaluation and the basis of BOA execution.

ii. Offerors should note the provision at FAR 52.215-1, Instructions to Offerors Competitive Acquisition. The Government intends to execute BOAs without discussions with Offerors (except clarifications described in FAR 15.306(a)). The Government does however, reserve the right to open discussions if determined necessary by the Procuring Contracting Officer.

iii. No pricing information is requested at this time.

iv. The execution of a BOA does not guarantee that the Government will place future contracts or orders with the contractor.

v. This solicitation includes clauses that may apply to future Task Order Requirements. The Task Order Request for Proposals will provide all required provisions and clauses applicable to that specific requirement.

vi. Only Army Contracting Command Rock Island is authorized to execute, modify, and undertake annual reviews of BOAs resulting from this solicitation. Activities under Army Contracting Command are authorized to execute orders under BOAs resulting from this solicitation with ACC-RI's approval.

vii. The closing date and time is identified on page 1 of this solicitation. Contractors interested in submitting a proposal for any of the requirements identified below in paragraph 2.b must submit a proposal in response to this solicitation by the closing date and time.

b. Step 3: The PCO will issue competitive Task Order Requests (TORs) for specific requirements that will result in one Requirements Task Order per installation. A list of new requirements was synopsisized under Solicitation Number W52P1J-12-R-0198 and is listed below:

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 7 of 110 REPRINT
	MOD/AMD	

Name of Offeror or Contractor:

i. Redstone Arsenal: The Contractor shall provide maintenance, supply, and transportation services in support of Redstone Arsenal Support Activity (RASA), U.S. Army Aviation and Missile Command (AMCOM) and other tenant and satellite organizations at Redstone Arsenal, Alabama. This requirement will issue as 100% 8(a) set-aside. The estimated release date of the RFP is January 2013.

ii. Afghanistan: The Contractor shall provide maintenance, supply, and transportation services in support of the 401st Army Field Support Brigade (AFSB), the 3/401st Army Field Support Battalion (RC East/RC North), and 4/401st Army Field Support Battalion (RC South/RC West) located at various sites in Afghanistan. The Contractor shall also perform supply, facilities, and inventory management functions as outlined in the Performance Work Statement (PWS). This work is located at various locations within all regions of Afghanistan. This requirement will be issued on an unrestricted basis. The estimated release date of the RFP is January 2013.

iii. Kuwait: Army Sustainment Command (ASC) has a requirement to support Army Field Support Battalion-Kuwait (AFSBn-KU) operations at Camp Arifjan, Kuwait. ASC continues to require maintenance, supply, transportation and retrograde services in support of Operation Enduring Freedom (OEF) contingency operations and theater wide support and maintenance to TM-10/-20 or Fully Mission Capable (FMC) condition of Army Preposition Stock (APS)-5 Armored Brigade Combat Team (ABCT) requirement set; infantry Brigade Combat Team (IBCT) equipment set; Theater Sustainment Stocks (TSS); Sustainment Brigade (SB) equipment set; theater retrograde operations; and In Theater Maintenance (ITM) to units operating in the Army Forces Central Command (ARCENT) AOR. The Contractor will be required to provide labor maintenance, supply, and transportation services in support of the APS-5 and ITM missions in SWA under the AFSBn-KU. The Contractor shall execute contract maintenance; recovery support; segregate equipment; movement and/or coordinate for movement of equipment; receive and segregate equipment into unit sets at the Equipment Configuration and Hand-off Area(s) (ECHA) Equipment Processing Area; perform technical inspections and functional testing; maintain APS equipment as well as provide support to other units or other branches of the Armed Services, other Government agencies, and coalition forces when the equipment is provided by the Government; hand off equipment to the designated gaining units; receive equipment turn-ins from redeploying units or other branches of the armed services; retrograde equipment; and conduct reconstitution/reset of APS. This requirement will be issued on an unrestricted basis. The estimated release date of the RFP is January 2013.

3. The EAGLE Execution Business Rules are located in Section H of this solicitation. The EAGLE Execution Business Rules will apply to BOAs and Task Order competitions.

4. Submission of a proposal in response to this solicitation will require Offerors to utilize the Acquisition Source Selection Interactive Support Tool (ASSIST). See narrative titled "Acquisition Source Selection Interactive Support Tool (ASSIST)" provided below.

5. Offerors forming teaming agreements or Joint Ventures (JVs) should see narrative titled "Small Business Provisions, Joint Ventures, Teaming Agreements, and Subcontracting" located in Section H for additional details regarding Small Business Administration (SBA) size eligibility standards.

6. Offerors must demonstrate the capability to perform all three functional areas. That capability may be achieved with or without teammates. It is assumed that if an Offeror proposes a teaming partner(s) in Step Two it does so because it is not able to fulfill all requirements of the solicitation without said partner(s). As such, Offerors are required to use that partner(s) in Step Three proposals and in the performance of subsequent task orders unless the capability that the partner provides is not a requirement of the Step Three requirement.

7. This Executive Summary is provided for administrative assistance only and is not intended to alter the terms and conditions of the solicitation. Provisions of the solicitation shall prevail should inconsistencies exist.

8. Questions pertaining to the solicitation or any associated attachments shall be submitted via the EAGLE mailbox: usarmy.RIA.acc.mbx.eagle@mail.mil. Please be advised that any question you submit will be able to be seen by other interested parties; therefore, please refrain from identifying your company or including any proprietary information in your questions. The cutoff date for submitting questions to the EAGLE mailbox will be 10 business days prior to the closing of the solicitation. Should any inconsistency, disagreement, or variance exist between the Step Two Q & As and the information provided in RFP W52P1J-12-R-0198, the information in the RFP shall prevail.

*** END OF NARRATIVE A0001 ***

Acquisition Source Selection Interactive Support Tool (ASSIST)

The Acquisition Source Selection Interactive Support Tool (ASSIST) may be used during submission and evaluation under this solicitation. The Army may issue Evaluation Notices (ENs) for this procurement via ASSIST. ASSIST will allow Offeror(s) to receive and respond to ENs securely on-line.

The Interactive Business Opportunity Page (IBOP) is used in conjunction with the ASSIST tool for the purposes of discussions with the Offerors. No later than two weeks before the proposal due date, each company expecting to submit a proposal in response to this RFP is required to register via the Interactive Business Opportunities Page (IBOP). This account will be used to establish a secure internet account for each Offeror to be used during discussions. The URL for the IBOP is <https://abop.army.mil>. To register, perform the

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198 MOD/AMD	Page 8 of 110 REPRINT
---------------------------	---	---------------------------------

Name of Offeror or Contractor:

following steps:

1. On the left hand side, click USER REGISTRATION.
2. Click the INDUSTRY icon.
3. Click the NEW USER REGISTRATION icon.
4. Fill out the form and click SUBMIT. Please note the password you enter.
5. Your account will be processed from there and your username will be e-mailed to you.

If/when ENs require your response, the Contracting Officer will inform you of a specific website/URL where you will be able to receive and respond to the ENs. For technical assistance, contact the ASSIST/IBOP helpdesk at (609) 562-7050 or (609) 562-7031.

Offeror(s) are required to provide two (2) company individuals whose responsibilities will include reading and responding to ENs through ASSIST. For example, the Offerors Contract Manager, as an agent of the company might be the main agent responsible, but a second agent should be available in case of the main agents unavailability. The two (2) agents names, company titles, telephone numbers, facsimile numbers, and e-mail addresses should be provided. This required information is to be submitted with proposals IAW paragraph L.2.3. In order to access ASSIST, these individuals will need an Interactive Business Opportunities Page (IBOP) username and password.

*** END OF NARRATIVE A0002 ***

1. The purpose of Amendment 0001 to RFP W52P1J-12-R-0198 is to change the following Section L paragraphs:

a. Section L paragraph L.1.8 is changed from "All questions pertaining to this solicitation shall be submitted through Army Single Face to Industry (ASFI) Bid Response System (BRS). The Offeror may submit questions up to seven (7) days prior to the Closing Date established by the solicitation/amendment. Questions submitted via ASFI cannot be viewed by the public until an answer has been provided and published by the Government. The Solicitation View page for solicitation number W52P1J-12-R-0198 provides access to this solicitations questions and answers. The Offeror is limited to 2000 characters per question. Additionally, the Offeror must enter only one question at a time. For the Offerors convenience the ASFI Solicitation QA Guide may be found on the EAGLE website (<http://www.aschg.army.mil/ac/aaisdus/EAGLE.aspx>)." to "All questions pertaining to this solicitation shall be addressed to the EAGLE mailbox: usarmy.RIA.acc.mbx.eagle@mail.mil. All email questions must have the RFP Number in the subject line. The Government is not obligated to provide responses to all questions submitted by Offerors, but will consider them and incorporate changes into the RFP as deemed necessary. Government responses to questions will be posted at <http://www.aschg.army.mil/ac/aaisdus/EAGLE.aspx> under the file name "Step Two Q&As (DATE)" for review by all Offerors; therefore, do not mark questions/comments with a restrictive legend and do not include proprietary information. Offerors may submit questions up to seven (7) days prior to the Closing Date established by the solicitation/amendment."

b. Section L paragraph L.2.9 is changed from "L.2.9 Adobe* PDF (Portable Document Format) Files. Scanned documents must be legible and capable of opening in Adobe Acrobat. PDF files are acceptable for all documents with the exception of Attachment 0002." to "L.2.7 Adobe* PDF (Portable Document Format) Files. Scanned documents must be legible and capable of opening in Adobe Acrobat. PDF files are acceptable for all Attachments."

2. The response date and time are not changed as result of Amendment 0001.

3. All other terms and conditions remain unchanged.

*** END OF NARRATIVE A0003 ***

1. The purpose of Amendment 0002 to RFP W52P1J-12-R-0198 is to change the following Section K and Section L paragraphs:

a. Section K (a)(1) is changed from "The North American Industry classification System (NAICS) code for this acquisition is TBD." to "The North American Industry Classification System (NAICS) code for this acquisition is 561210."

b. Section K (a)(2) is changed from "The small business size standard is TBD." to "The small business size standard is \$35.5 million."

c. Section L paragraph L.2.8 is changed from "Digital file names shall include the respective Offeror name and file name from Table 2.1, i.e. Offeror Name Attachment 0002 Contract Referenced Worksheet.xlsx." to "Digital file names shall include the respective Offeror name and file name from Table 2.1, i.e. Attachment 0003 Letter of Consent.doc."

d. Section L paragraph L.2.10 has been deleted from the original solicitation. As a result subsequent paragraphs have been renumbered.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	MOD/AMD	Page 9 of 110 REPRINT
---------------------------	---	----------------	---------------------------------

Name of Offeror or Contractor:

e. Section L paragraph L.2.11 is now L.2.10 and has changed as follows:

FROM:

"Offerors are requested to provide the information outlined in Table 2.1 in the following format:

EXCEL Word Count is based on the following:

- 1) Word count will be verified by using the word count feature in MS Excel
- 2) There are no font type requirements or restrictions, but the text should be easily readable (please note that font shall be no smaller than 12-point"

TO:

"Offerors are required to provide the information outlined in Table 2.1 in the following format:

- 1) All information proposed must fit within the fields provided on the Attachment 0002 - EAGLE Organizational Capability and Similar Experience Proposal Worksheet.
- 2) There are no font type requirements or restrictions, but the text shall be readable (please note that font shall be no smaller than 12-point)."

f. Section L paragraph L.3.1.2 is changed from "Attachment 0002 - EAGLE Organizational Capability and Similar Experience Proposal Worksheet is provided as a template for proposing the organizational capability of the prime/team/joint venture and similar experience that supports any proposed organizational capability. Offerors are allowed up to 10 recent and relevant contracts on this worksheet. Instructions for completing attachment are below:" to "Attachment 0002 - EAGLE Organizational Capability and Similar Experience Proposal Worksheet is provided as a template for proposing the organizational capability of the prime/team/joint venture and similar experience that supports any proposed organizational capability. Offerors are allowed up to 10 recent and relevant contracts on this worksheet. Attachment 0002 will only be accepted in PDF format. Instructions for completing attachment are below:"

g. Section L paragraph L.3.1.2 (f) is changed from "Line 5 through Line 33 In Column H, enter Contract Period of Performance for the contract referenced in Column H." to "Line 5 through Line 33 In Column H, enter Contract Period of Performance for the contract referenced in Column G."

h. Offerors are hereby informed that all Questions submitted in regards to this solicitation and their associated Answers (EAGLE Questions and Answers) are posted to the EAGLE Website under the BOA RFP W52P1J-12-R-0198 heading. It is the offerors responsibility to monitor the website for current postings of Questions and Answers.

*** END OF NARRATIVE A0004 ***

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
9999	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS <u>Basic CLIN for ELIN</u> CLIN added for administrative purposes only (End of narrative B001)				

CONTINUATION SHEET**Reference No. of Document Being Continued****PIIN/SIIN** W52P1J-12-R-0198**MOD/AMD****Page 11 of 110**REPRINT

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-3	INSPECTION OF SUPPLIES--COST-REIMBURSEMENT	MAY/2001
E-2	52.246-4	INSPECTION OF SERVICES--FIXED-PRICE	AUG/1996
E-3	52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR/1984
E-4	52.246-6	INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR	MAY/2001

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 12 of 110

PIIN/SIIN W52P1J-12-R-0198

MOD/AMD

REPRINT

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER (AUG 1989) -- ALTERNATE I (APR 1984)	APR/1984
F-2	52.242-15	STOP-WORK ORDER	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-5	252.211-7007	REPORTING OF GOVERNMENT-FURNISHED PROPERTY	AUG/2012
F-6	252.211-7006	PASSIVE RADIO FREQUENCY IDENTIFICATION	SEP/2011

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

"Advance shipment notice" means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

"Bulk commodities" means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.
- (6) Agricultural products such as seeds, grains, or animal feed.

"Case" means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

"Electronic Product Code\TM\ (EPC)" means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC\TM\ data consists of an EPC\TM\ (or EPC\TM\ identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC\TM\ tags. In addition to this standardized data, certain classes of EPC\TM\ tags will allow user-defined data. The EPC\TM\ Tag Data Standards will define the length and position of this data, without defining its content.

"EPCglobal" means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

"Exterior container" means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

"Palletized unit load" means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

"Passive RFID tag" means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal\TM\ Class 1 Generation 2 standard.

"Radio frequency identification (RFID)" means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

"Shipping container" means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that--

- (i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation,

Name of Offeror or Contractor:

AP1.1.11:

(A) Subclass of Class I--Packaged operational rations.

(B) Class II--Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP--Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV--Construction and barrier materials.

(E) Class VI--Personal demand items (non-military sales items).

(F) Subclass of Class VIII--Medical materials (excluding pharmaceuticals, biologicals, and reagents--suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX--Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at <http://www.acq.osd.mil/log/rfid/> or to--

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to--

(B) The following location(s) deemed necessary by the requiring activity:

Contract line, subline, or exhibit line item number	Location name	City	State	DoDAAC
TBD	TBD	TBD	TBD	TBD

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall--

(1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags) and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC\TM\ Tag Data Standards in effect at the time of contract award. The EPC\TM\ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal\TM\ subscriber and possesses a unique EPC\TM\ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC\TM\ Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1) of this clause.

(e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS 252.232-7003, Electronic

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198 MOD/AMD	Page 14 of 110 REPRINT
---------------------------	--	----------------------------------

Name of Offeror or Contractor:

Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	MOD/AMD	Page 15 of 110 REPRINT
---------------------------	---	----------------	----------------------------------

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

Regulatory Cite	Title	Date
G-1 52.232-4501 (ACC-RI)	US ARMY CONTRACTING COMMAND, ROCK ISLAND CONTRACTING CENTER, IMPLEMENTATION OF WIDE AREA WORKFLOW RECEIPT AND ACCEPTANCE (WAWF-RA) FOR ELECTRONIC PROCESSING OF RECEIPT/ACCEPTANCE DOCUMENTS AND PAYMENT	AUG/2008

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1. To implement DFARS Clause 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS", the U.S. Army Contracting Command, Rock Island Contracting Center, uses Wide Area Workflow Receipt and acceptance (WAWF-RA) to electronically process contractor requests for payment. This application allows DOD contractors to submit and track invoices and receipt/acceptance documents electronically.

2. The contractor is required to use WAWF-RA when processing invoices and receiving reports under this procurement action. Submission of hard copy DD250/invoices will no longer be accepted for payment except as provided in paragraph 3. of this clause.

3. The Contractor may submit a payment request using other than WAWF-RA only when:

(a) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to Wide Area Workflow-Receipt and Acceptance;

(b) DoD is unable to receive a payment request in electronic form; or

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

4. INSTRUCTIONS:

(a) INITIAL: The contractor shall register to use WAWF at <http://wawf.eb.mil> . There is no charge to use WAWF. All questions relating to system setup and vendor training can be directed to the help desk at Ogden, UT. Their number is 1-866-618-5988. Web-based training for WAWF is also available at <http://www.wawftraining.com/> .

(b) DESCRIPTION OF WAWF-RA TYPES OF INVOICE/RECEIVING REPORTS:

1) Progress Payment (For use under contractually authorized Progress Payments)

2) Performance Based Payment (For use under contractually authorized Performance Based Payments)

3) "COMBO" Invoice/Receiving Report (For Supply CLINS including ammunition items and ammunition related items)

4) "2-in-1" (For Service CLINS only)

5) Cost Voucher (For use with Cost Reimbursement contracts, Time and Material or Labor Hour contracts containing FAR Clauses 52.216-7, "Allowable Cost and Payment" or 52.232-7, "Payments under Time-and-Materials and Labor-Hour Contracts")

(c) CODES: THE FOLLOWING CODES ARE REQUIRED TO ROUTE CONTRACTOR INVOICES THROUGH WAWF:

Contractor Cage Code ____TBD at Task Order____

Pay DoDAAC (Department of Defense Activity Address Code): TBD at Task Order

Issue DoDAAC: W52P1J

Admin DoDAAC: TBD at Task Order

Inspect by DoDAAC: TBD at Task Order

Contracting Officer: TBD at Task Order

Ship to Code: (Not Required for Services)

*Required fields in WAWF. Cage Code, Paying, Issuing, and Administering DoDAACS and the assigned Contracting Officer may be found on the face of the award document. When the contract administration is assigned to DCMA; the contractor should contact the assigned Administrative Contracting Officer to obtain the applicable "inspect by" DoDAAC. If contract administration is retained by the

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 16 of 110 MOD/AMD REPRINT
---------------------------	---	--

Name of Offeror or Contractor:

Issuing/Procuring Activity; the contractor should contact the assigned Procuring Contracting Officer to obtain the applicable "inspect by" DoDAAC.

(d) SPECIAL ACCOUNTABILITY REQUIREMENTS FOR AMMUNITION AND AMMUNITION RELATED ITEMS (Energetic and Inert)

When items are ready for shipment, the contractor shall prepare and include with each shipment, a receipt and accountability document describing the contents of the shipment. Its purpose is to ensure proper receipt and accountability is maintained for ammunition and ammunition related items. In accordance with DFARS 252.246-7000, contractor submission of the material inspection and receiving information required by Appendix F of the DFARS by using the Wide Area Work Flow (WAWF) electronic form fulfills the requirement for a material inspection and receiving report (DD Form 250). Two copies of the receiving report (paper copies of either the DD Form 250 or the WAWF report that reflect the exact contents of each conveyance) shall be distributed with each shipment, in accordance with Appendix F, Part 4, F-401, and Table 1 of the DFARS. In addition to including a copy of the receipt and accountability document with each shipment, the contractor shall send an electronic copy to the Contracting Officer within one day of shipment.

If the volume of the shipment precludes the use of a single car, truck, or other vehicle, a separate receipt and accountability document shall be prepared and included in the shipment. If the shipped to, marked for, shipped from, mode of shipment, contract quality assurance and acceptance data are the same for more than one shipment made on the same day under the contract, the contractor may prepare one document to cover all shipments; however, each document shall be annotated to reflect the partial of any item on a single vehicle, such as partial 1 of 3, 2 of 3, and 3 of 3 and the document accompanying each shipment shall identify the unique contents of each vehicle, i.e., lot, quantity per lot, etc. For proper receipt and accountability, the WAWF electronic document shall contain, at a minimum, the following information for each shipment:

The "Header Tab" of WAWF must identify the Prime contractor's name and CAGE Code.

Besides the financial requirements of "Unit Price", "Unit of Measure", "Qty. Shipped", the extended dollar "Amount", and the ACRN, the "Line Item" tab of WAWF must identify:

- Contract Number
- Delivery Order number (if applicable)
- Shipment Number
- Invoice Number
- Item Number (CLIN Number from contract)
- Stock Number (NSN)

In the "Description" field of the WAWF document, the MILSTRIP requisition document number and the ammunition Lot and serial number (if applicable) must be annotated for the quantities shipped related to this particular invoice.

NOTE: If there are multiple Lot numbers or multiple MILSTRIP requisition document numbers, each Lot number and MILSTRIP requisition number must be identified separately.

(End of clause)

CONTINUATION SHEET**Reference No. of Document Being Continued**Page 17 of 110
REPRINT

PIIN/SIIN W52P1J-12-R-0198

MOD/AMD

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC/2010

H-2 EAGLE Execution Business Rules

A Basic Ordering Agreement (BOA) is not a contract pursuant to FAR 16.703(a)(3).

1. General

a) IAW FAR 16.703(c)(2), a BOA shall be reviewed annually before the anniversary of its effective date and revised as necessary to conform to the changing requirements of the FAR and other applicable statutes and regulations. BOAs shall be changed only by modifying the agreement itself and not by individual orders issued under it. Modifying a BOA shall not retroactively affect orders previously issued under it.

b) Prior to the annual review and renewal, the PCO will notify the contractor in writing informing them of the review and confirm that the contractor wishes to have its BOA renewed. As BOAs are not contracts, either the Government or the Offeror may elect not to renew the BOA at annual review.

c) The terms of the BOA may need to be revised before the annual review due to changes in mandatory requirements.

d) A Task Order becomes a binding contract at the time of the Government's acceptance of a task order proposal and award of a Task Order per FAR 16.703(c)(2)(iv).

e) BOA holders determined acceptable under Step Two who wish to have a new approach evaluated, including adding or changing subcontractors included in its Organizational Capability Worksheet per EAGLE Execution Rule 2(b), may do so during the annual review of the BOA or in response to a special/emergent requirement BOA RFP.

f) EAGLE task order requirements will be synopsisized/advertised on an annual basis to allow non-BOA holders an opportunity to become qualified for an executed BOA. Requirements that emerge during the year that were not previously advertised will be synopsisized to allow non-BOA holders an opportunity to become qualified for an executed BOA or BOA holders to submit a new approach for evaluation. An offeror must be a qualified BOA holder prior to submission of a Task Order proposal.

2. Step Two Executed BOAs

a) The Government will execute BOAs to Offerors whose proposals are determined acceptable under the terms and conditions of Solicitation W52P1J-12-R-0198.

b) Offerors must demonstrate the capability to perform all three functional areas. That capability may be achieved with or without teammates. It is assumed that if an Offeror proposes a teaming partner(s) in Step 2 it does so because it is not able to fulfill all requirements of the solicitation without said partner(s). As such, Offerors are required to use that partner(s) in Step 3 proposals and in the performance of subsequent task orders unless the capability that the partner provides is not a requirement of the Step 3 requirement. For example, Company A submits a proposal in Step 2 but does not have the ability to perform the Supply function, therefore, it bases its proposal on performing the Maintenance and Transportation functions itself but proposes Company B as a teaming partner that is capable of performing the Supply function. In any task order awarded in Step 3 that includes a requirement for Supply Services, Company B must perform that function. If the task order does not have a Supply Services requirement, Company B is not required to be included in the Step 3 proposal. If an Offeror is capable of performing all three functional areas and subtasks itself, there is no need to identify team mates/subcontractors at the BOA level.

c) It is assumed that if an Offeror proposes a subcontractor(s) in Step Two it does so because it is not able to fulfill all requirements of the solicitation without said subcontractor(s). Offerors must complete and submit Attachment 0002, Organizational Capability and Similar Experience Worksheet, as a requirement of the Step Two RFP. This worksheet will be evaluated and if the Offeror and its subcontractor(s) are determined acceptable, it will become an Attachment to the executed BOA. See Sections L & M for additional evaluation criteria.

d) If the Offeror alone is capable of fulfilling all requirements of the solicitation, it is not required (or desired) for the Offeror to propose subcontractor(s) in Step Two.

e) Past performance will be assessed in Step Two in accordance with Section L paragraph L.4. The Offeror and all proposed subcontractors will be assessed. An Offeror may not obtain an executed BOA if the Offeror and/or any of its proposed subcontractors do not have a satisfactory performance record in accordance with FAR 9.104-3(b).

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 18 of 110 REPRINT
MOD/AMD		

Name of Offeror or Contractor:

3. Step Three Task Order Requests

a) Task Orders will only be competed amongst contractors that are rated as acceptable in Step Two who have received a BOA. Period of Performance for task orders issued against this instrument will be established in each task order and are effective for up to 5 years from the Task Order effective dates.

b) If the Offeror proposes team members (subcontractors) in Step Two to perform tasks it is not capable of performing itself, it is required to use approved subcontractor(s) from Step Two in its Step Three proposals and in the performance of resultant Task Orders. The Government will verify that the Offeror is proposing approved subcontractors by comparing the Offerors proposal to the Attachment 0002 - Organizational Capability and Similar Experience Worksheet.

c) If an Offeror received an executed BOA in Step Two on the basis of fulfilling all requirements without subcontractors, the Offeror is not precluded from proposing subcontractors in its Step Three proposal(s).

d) Specific evaluation criteria will be identified in the Task Order Request for Proposal. Evaluation factors may include Technical, Management, Organizational Capacity and Past Performance. Task Order source selections may be executed based on evaluation of price alone; lowest price, technically acceptable (LPTA); or best value trade-off analysis.

e) Performance Work Statements specific to the Task Order requirement and Performance Requirements Summaries will be provided at the Task Order level.

f) Pricing information will only be required at the Task Order level.

g) Offerors will certify size standards at the Task Order level.

h) Failure to comply with any term of the Task Order, to include meeting small business subcontracting goals, may result in negative past performance, which could negatively impact an Offerors ability to be successful in future Task Order competitions.

i) Guidelines for Small Business Set Aside (SBSA), small business rules, and task order competitions are found under Section H heading titled Small Business Provisions, Joint Ventures, Teaming Agreements, and Subcontracting paragraphs (a), (b), and (c).

j) The Government reserves the right not to award a task order to an apparent successful Offeror performing under previously awarded EAGLE task order(s) if the contracting officer finds, through a responsibility determination, that the Offeror has not demonstrated the capacity to perform an additional EAGLE task order.

*** END OF NARRATIVE H0001 ***

H-3 Small Business Provisions, Joint Ventures, Teaming Agreements, and Subcontracting

(a) Per FAR 19.502-2 (b)(1), the contracting officer shall set aside any acquisition over \$150,000 for small business participation when there is a reasonable expectation that offers will be obtained from at least two responsible small business concerns and award will be made at a fair market price. It has been determined that for Directorate of Logistics (DOL) requirements under \$35.5M annually there is a reasonable expectation that two or more responsible small business will submit offers and will be capable of providing these services. As such, in Step 3, those requirements will be set aside for small businesses that have been determined to be acceptable under Step 2 of this multi-step solicitation process. If two or more proposals are not received from responsible small businesses with the capacity and capability to perform the requirement at a fair and reasonable price, the competition will be opened up to all contractors that have been determined acceptable in Step 2 (BOA holders).

(b) Task Order competitions will be set aside for small businesses based on the Governments estimated value of the Installation Logistics Annual Requirement. If a requirement has been estimated to be below \$35.5M annually and therefore set aside for small business but the proposals come in over \$35.5M, the "Rule of 2" will be applied. If two or more proposals are received from responsible, capable small businesses at a fair and reasonable price, the evaluation will proceed and the contract will be awarded in accordance with the evaluation terms of that Task Order. If two or more proposals are not received from responsible small businesses with the capacity and

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 19 of 110 REPRINT
	MOD/AMD	

Name of Offeror or Contractor:

capability to perform the requirement at a fair and reasonable price, the competition will be opened up to all contractors that have been determined acceptable in Step 2 (BOA Holders).

(c) Market Research will be performed prior to Task Order competitions in Step 3 for those requirements that are not DOL requirements and for DOL requirements expected to exceed \$35.5 million per year. If it is determined that there is a reasonable expectation that two or more proposals will be received from responsible small business offerors with the capacity and capability to perform the requirement at a fair and reasonable price, under the Rule of 2 the requirement will be solicited as a SBSA. If not, proposals will be solicited from all contractors determined to be acceptable under Step 2.

(d) SBA's size eligibility standards are found at 13 CFR Part 121. In order to ensure that an offeror qualifies as an eligible small business, prospective offerors are encouraged to review this regulation. In addition, offerors proposing a joint venture (JV), teaming or subcontracting arrangements are advised to review 13 CFR 121.103, "How Does SBA Determine Affiliation?", prior to submitting a proposal.

(e) The SBA is the sole authority for making determinations of small business status for small business programs. Such determinations are binding on the offeror and on the Contracting Officer. Generally, SBA determines the size status of a concern (including affiliates) as of the date the concern submits a written self-certification that it is small to the procuring agency as part of its initial offer including price. This determination will be done at the Task Order level (Step 3) and will apply for the term of the Task Order NTE five years. For task orders that exceed five years, FAR 52.219-28 applies. There will be no size determination at Step 2.

(f) A finding by the SBA of affiliation between an offeror and its JV, teaming partner or subcontractor(s), may result in a determination that the offeror is other than a small business and therefore ineligible for SBSA Task Order award. Business concerns are considered to be affiliates of each other if either one directly or indirectly controls or has the power to control the other, or if another concern controls both. In determining whether affiliation exists, factors such as common ownership, common management, and contractual relationships are considered. An offeror will also be found to be affiliated with its subcontractor(s) if the offeror is unusually reliant upon its ostensible subcontractors or if the subcontractor(s) will perform primary and vital requirements of a contract. Ostensible subcontracting with a large business on a set-aside acquisition, whether the offeror is an individual small business or a JV causes the prime contractor to be other than a small business and ineligible for award as per 13 CFR 121.103(h)(4).

(g) The SBA has issued extensive decisions concerning its evaluation of affiliation of an offeror and its proposed subcontractor(s). The following examples set forth characteristics that the SBA has reviewed in considering the question of affiliation and may assist a prospective offeror in developing its teaming arrangements and its proposal. These examples are merely provided to assist prospective offerors and shall not be relied upon in forming any JV. An offeror with questions regarding size rules and/or affiliation issues may wish to contact its legal counsel and/or SBA Office of Government Contracting personnel. 8(a) Program participants may consult the cognizant SBA Business Opportunity Specialist.

(1) The SBA considers whether proposed subcontracting, teaming arrangements, or JVs contain discrete descriptions of the tasks or work to be performed by each party. The SBA considers whether the offeror or, if the offeror is a JV, the JV participants, perform the primary and vital portions of the Performance Work Statement (PWS). The SBA considers whether JVs clearly set forth the relationship between the parties, as well as the individual roles and responsibilities assigned.

(2) The SBA considers whether there is a clear separation of facilities, employees, and management (decision-making authority) between the offeror and any entities with which it has a JV.

(3) The SBA considers the extent to which the offeror directly employs Key Personnel (Program Manager, Project Manager, etc.).

(4) If the offeror is an eligible small business prime contractor, the SBA considers whether the majority of the technical expertise resides with the offeror. If the offeror is an eligible JV (see 13 CFR 121.103(h)(3)), the SBA considers whether the majority of the technical expertise resides among the JV members.

(5) The SBA considers the offeror's profit sharing arrangements with its proposed subcontractor or other entities.

(6) In reviewing affiliation between the offeror and its proposed subcontractors or entities with which the offeror has any type of business arrangement, SBA considers the previous contractual or business relationships between the offeror and that entity.

(h) Due to the complexity of this acquisition and the wide range of capabilities required by the contract, JVs (formal or informal) as authorized by Title 13 of the Code of Federal Regulations (CFR) Part 121.103(h) may be formed. In accordance with the referenced code, a JV of two or more small business concerns may submit an offer as a small business without regard to affiliation so long as each concern is small under the size standard for NAICS 561210. There is no restriction on the number of JVs, teaming arrangements, or subcontracting opportunities that an offeror may participate in.

(i) In order for the Government to review the offerors' JV, if applicable, offeror shall submit the information requested in Section L.

(j) In addition to affiliations mentioned above, offeror must be cognizant of Federal Acquisition Regulation (FAR) Clause 52.219-14, "Limitations on Subcontracting". This clause is mandatory for all set-aside acquisitions. When an offeror self certifies in Section K of

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198 MOD/AMD	Page 20 of 110 REPRINT
---------------------------	--	----------------------------------

Name of Offeror or Contractor:

the solicitation it is a small business, the offeror is also self-certifying it will comply with FAR Clause 52.219-14. The Small Business offeror or JV must perform at least fifty percent (50%) of the cost of manufacturing the items, not including costs of materials and profit or fee. The subcontract costs are the entire costs spent on subcontracting. Where an offeror is exempt from affiliation under 13 CFR 121.103(h)(3), and qualifies as a Small Business concern, the performance of work requirements apply to the cooperative effort of the JV, not its individual members. Further information concerning definitions and implications of this clause for the offeror or JV, may be found at 13 CFR 125.6.

*** END OF NARRATIVE H0002 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 21 of 110

PIIN/SIIN W52P1J-12-R-0198

MOD/AMD

REPRINT

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	JAN/2012
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	SEP/2006
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	OCT/2010
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	OCT/2010
I-9	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR/2010
I-10	52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST	DEC/2011
I-11	52.204-2	SECURITY REQUIREMENTS	AUG/1996
I-12	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER	MAY/2011
I-13	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL	JAN/2011
I-14	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	AUG/2012
I-15	52.208-9	CONTRACTOR USE OF MANDATORY SOURCES OF SUPPLY OR SERVICES	OCT/2008
I-16	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC/2010
I-17	52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB/2012
I-18	52.210-1	MARKET RESEARCH	APR/2011
I-19	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	APR/2008
I-20	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS (OCT 2010) -- ALTERNATE III (JUN 1999)	JUN/1999
I-21	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS (OCT 2010) -- ALTERNATE II (APR 1998)	APR/1998
I-22	52.215-2	AUDIT AND RECORDS--NEGOTIATIONS	OCT/2010
I-23	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-24	52.215-10	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA	AUG/2011
I-25	52.215-11	PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS	AUG/2011
I-26	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA	OCT/2010
I-27	52.215-13	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS	OCT/2010
I-28	52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010) -- ALTERNATE I (OCT 1997)	OCT/1997
I-29	52.215-14	INTEGRITY OF UNIT PRICES	OCT/2010
I-30	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	OCT/2010
I-31	52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY	OCT/1997
I-32	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	JUL/2005
I-33	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA --MODIFICATIONS	OCT/2010
I-34	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES	OCT/2009
I-35	52.215-23	LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) -- ALTERNATE I (OCT 2009)	OCT/2009
I-36	52.216-8	FIXED FEE	JUN/2011
I-37	52.219-3	NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD	NOV/2011
I-38	52.219-3	NOTICE OF HUBZONE SET-ASIDE OR SOLE SOURCE AWARD (NOV 2011) -- ALTERNATE I (NOV 2011)	NOV/2011
I-39	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	NOV/2011
I-40	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011) -- ALTERNATE II (NOV 2011)	NOV/2011
I-41	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	JAN/2011
I-42	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) -- ALTERNATE III (JUL 2010)	JUL/2010
I-43	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011) -- ALTERNATE II (OCT 2001)	OCT/2001
I-44	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2011
I-45	52.219-13	NOTICE OF SET-ASIDE OF ORDERS	NOV/2011
I-46	52.219-14	LIMITATIONS ON SUBCONTRACTING	NOV/2011
I-47	52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN	JAN/1999
I-48	52.219-27	NOTICE OF SERVICE-DISABLED VETERANS-OWNED SMALL BUSINESS SET ASIDE	NOV/2011
I-49	52.219-29	NOTICE OF SET-ASIDE FOR ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL	APR/2012

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 22 of 110

PIIN/SIIN W52P1J-12-R-0198

MOD/AMD

REPRINT

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
		BUSINESS (EDWOSB) CONCERNS	
I-50	52.219-30	NOTICE OF SET-ASIDE FOR WOMEN-OWNED SMALL BUSINESS CONCERNS ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM	APR/2012
I-51	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-52	52.222-3	CONVICT LABOR	JUN/2003
I-53	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION	JUL/2005
I-54	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-55	52.222-26	EQUAL OPPORTUNITY	MAR/2007
I-56	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-57	52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP/2010
I-58	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT/2010
I-59	52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP/2010
I-60	52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT	DEC/2010
I-61	52.222-41	SERVICE CONTRACT ACT OF 1965	NOV/2007
I-62	52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS)	SEP/2009
I-63	52.222-44	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT	SEP/2009
I-64	52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB/2009
I-65	52.222-51	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR MAINTENANCE, CALIBRATION, OR REPAIR OF CERTAIN EQUIPMENT--REQUIREMENTS	NOV/2007
I-66	52.222-53	EXEMPTION FROM APPLICATION OF THE SERVICE CONTRACT ACT TO CONTRACTS FOR CERTAIN SERVICES--REQUIREMENTS	FEB/2009
I-67	52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION	JUL/2012
I-68	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY/2011
I-69	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) -- ALTERNATE I (MAY 2011) AND ALTERNATE II (MAY 2011)	MAY/2011
I-70	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) -- ALTERNATE II (MAY 2011)	MAY/2011
I-71	52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (MAY 2011) -- ALTERNATE I (MAY 2011)	MAY/2011
I-72	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-73	52.223-10	WASTE REDUCTION PROGRAM	MAY/2011
I-74	52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS	MAY/1995
I-75	52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS	DEC/2007
I-76	52.223-16	STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007) -- ALTERNATE I (DEC 2007)	DEC/2007
I-77	52.223-16	STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS	DEC/2007
I-78	52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY/2008
I-79	52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG/2011
I-80	52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS	MAY/2011
I-81	52.224-1	PRIVACY ACT NOTIFICATION	APR/1984
I-82	52.224-2	PRIVACY ACT	APR/1984
I-83	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN/2008
I-84	52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT	FEB/2000
I-85	52.226-5	RESTRICTIONS ON SUBCONTRACTING OUTSIDE DISASTER OR EMERGENCY AREA	NOV/2007
I-86	52.228-3	WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
I-87	52.228-4	WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
I-88	52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-89	52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR/1996
I-90	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-91	52.229-6	TAXES--FOREIGN FIXED-PRICE CONTRACTS	JUN/2003
I-92	52.229-10	STATE OF NEW MEXICO GROSS RECEIPTS AND COMPENSATING TAX	APR/2003
I-93	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	JUN/2010
I-94	52.232-1	PAYMENTS	APR/1984
I-95	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-96	52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS	APR/1984
I-97	52.232-11	EXTRAS	APR/1984
I-98	52.232-17	INTEREST	OCT/2010
I-99	52.232-18	AVAILABILITY OF FUNDS	APR/1984

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 23 of 110

PIIN/SIIN W52P1J-12-R-0198

MOD/AMD

REPRINT

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-100	52.232-20	LIMITATION OF COST	APR/1984
I-101	52.232-22	LIMITATION OF FUNDS	APR/1984
I-102	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986) -- ALTERNATE I (APR 1984)	APR/1984
I-103	52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS	JAN/1986
I-104	52.232-25	PROMPT PAYMENT	OCT/2008
I-105	52.232-25	PROMPT PAYMENT (OCT 2008) - ALTERNATE I (FEB 2002)	FEB/2002
I-106	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-107	52.232-37	MULTIPLE PAYMENT ARRANGEMENTS	MAY/1999
I-108	52.233-1	DISPUTES	JUL/2002
I-109	52.233-1	DISPUTES (JUL 2002) -- ALTERNATE I (DEC 1991)	DEC/1991
I-110	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-111	52.233-3	PROTEST AFTER AWARD (AUG 1996) -- ALTERNATE I (JUN 1985)	JUN/1985
I-112	52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT/2004
I-113	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR/1984
I-114	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-115	52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG/2003
I-116	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-117	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-118	52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN/1997
I-119	52.242-13	BANKRUPTCY	JUL/1995
I-120	52.243-1	CHANGES--FIXED PRICE	AUG/1987
I-121	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE I (APR 1984)	APR/1984
I-122	52.243-1	CHANGES--FIXED PRICE (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-123	52.243-2	CHANGES--COST REIMBURSEMENT	AUG/1987
I-124	52.243-2	CHANGES - COST REIMBURSEMENT (AUG 1987) -- ALTERNATE II (APR 1984)	APR/1984
I-125	52.243-3	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS	SEP/2000
I-126	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-127	52.245-1	GOVERNMENT PROPERTY	APR/2012
I-128	52.245-1	GOVERNMENT PROPERTY (APR 2012) -- ALTERNATE I (APR 2012)	APR/2012
I-129	52.245-9	USE AND CHARGES	APR/2012
I-130	52.247-63	PREFERENCE FOR U.S.-FLAG AIR CARRIERS	JUN/2003
I-131	52.248-1	VALUE ENGINEERING	OCT/2010
I-132	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
I-133	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR/2012
I-134	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) -- ALTERNATE II (SEP 1996)	SEP/1996
I-135	52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM)	APR/1984
I-136	52.249-6	TERMINATION (COST REIMBURSEMENT)	MAY/2004
I-137	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) -- ALTERNATE II (SEP 1996)	SEP/1996
I-138	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) -- ALTERNATE V (SEP 1996)	SEP/1996
I-139	52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004) -- ALTERNATE IV (SEP 1996)	SEP/1996
I-140	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-141	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) -- ALTERNATE I (APR 1984)	APR/1984
I-142	52.249-14	EXCUSABLE DELAYS	APR/1984
I-143	52.251-1	GOVERNMENT SUPPLY SOURCES	APR/2012
I-144	52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES	JAN/1991
I-145	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-146	252.201-7000	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-147	252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP/2011
I-148	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	DEC/2008
I-149	252.203-7002	REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS	JAN/2009
I-150	252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	APR/2012
I-151	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
I-152	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-153	252.204-7005	ORAL ATTESTATION OF SECURITY RESPONSIBILITIES	NOV/2001
I-154	252.204-7006	BILLING INSTRUCTIONS	OCT/2005
I-155	252.204-7008	EXPORT-CONTROLLED ITEMS	APR/2010

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 24 of 110

PIIN/SIIN W52P1J-12-R-0198

MOD/AMD

REPRINT

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-156	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-157	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	DEC/2006
I-158	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-159	252.215-7002	COST ESTIMATING SYSTEM REQUIREMENTS	FEB/2012
I-160	252.216-7004	AWARD FEE REDUCTION OR DENIAL FOR JEOPARDIZING THE HEALTH OR SAFETY OF GOVERNMENT PERSONNEL	SEP/2011
I-161	252.216-7005	AWARD FEE	FEB/2011
I-162	252.217-7028	OVER AND ABOVE WORK	DEC/1991
I-163	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS)	AUG/2012
I-164	252.219-7003	SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (AUG 2012) -- ALTERNATE I (OCT 2010)	OCT/2010
I-165	252.219-7004	SMALL BUSINESS SUBCONTRACTING PLAN (TEST PROGRAM)	JAN/2011
I-166	252.219-7010	ALTERNATE A, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS (52.219-18)	JUN/1998
I-167	252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-168	252.223-7004	DRUG-FREE WORK FORCE	SEP/1988
I-169	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 2012) -- ALTERNATE I (NOV 1995)	NOV/1995
I-170	252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/2012
I-171	252.223-7008	PROHIBITION OF HEXAVALENT CHROMIUM	MAY/2011
I-172	252.225-7005	IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES	JUN/2005
I-173	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	JUN/2012
I-174	252.225-7024	REQUIREMENT FOR PRODUCTS OR SERVICES FROM IRAQ OR AFGHANISTAN	APR/2010
I-175	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS	SEP/2004
I-176	252.228-7003	CAPTURE AND DETENTION	DEC/1991
I-177	252.229-7000	INVOICES EXCLUSIVE OF TAXES OR DUTIES	JUN/1997
I-178	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-179	252.232-7003	ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS	JUN/2012
I-180	252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC/2006
I-181	252.232-7011	PAYMENTS IN SUPPORT OF EMERGENCIES AND CONTINGENCY OPERATIONS	JUL/2010
I-182	252.237-7010	PROHIBITION ON INTERROGATION OF DETAINEES BY CONTRACTOR PERSONNEL	NOV/2010
I-183	252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN/2008
I-184	252.242-7004	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	MAY/2011
I-185	252.242-7005	CONTRACTOR BUSINESS SYSTEMS	FEB/2012
I-186	252.242-7006	ACCOUNTING SYSTEM ADMINISTRATION	FEB/2012
I-187	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-188	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-189	252.244-7001	CONTRACTOR PURCHASING SYSTEM ADMINISTRATION	JUN/2012
I-190	252.245-7001	TAGGING, LABELING, AND MARKING OF GOVERNMENT-FURNISHED PROPERTY	APR/2012
I-191	252.245-7002	REPORTING LOSS OF GOVERNMENT PROPERTY	APR/2012
I-192	252.245-7003	CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION	APR/2012
I-193	252.245-7004	REPORTING, REUTILIZATION, AND DISPOSAL	APR/2012
I-194	252.246-7003	NOTIFICATION OF POTENTIAL SAFETY ISSUES	JAN/2007
I-195	252.246-7004	SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS	OCT/2010
I-196	252.247-7023	TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002) -- ALTERNATE III (MAY 2002)	MAY/2002
I-197	252.251-7000	ORDERING FROM GOVERNMENT SUPPLY SOURCES	AUG/2012
I-198	252.251-7001	USE OF INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES	DEC/1991
I-199	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) -- ALTERNATE I (OCT 2010)	OCT/2010

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 25 of 110 REPRINT MOD/AMD
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Name of Offeror or Contractor:

should be granted, and whether the price is fair and reasonable --

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If --

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include --

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments prepared in the following format: TBD

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

I-200	52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) -- ALTERNATE II (OCT 1997) AND ALTERNATE III (OCT 1997)	OCT/1997
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(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable --

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	MOD/AMD	Page 26 of 110 REPRINT
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Name of Offeror or Contractor:

submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If --

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include --

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) When the proposal is submitted, also submit one copy each to:

- (1) the Administrative Contracting Officer, and
- (2) the Contract Auditor.

(d) Submit the cost portion of the proposal via the following electronic media: TBD

(End of Clause)

I-201 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN OCT/2010
CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) --
ALTERNATE IV (OCT 2010)

(a) Submission of certified cost or pricing data is not required.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 27 of 110 REPRINT MOD/AMD
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Name of Offeror or Contractor:

(b) Provide data described below: : TBD

(End of Clause)

I-202 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN OCT/1997
CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010) --
ALTERNATE III (OCT 1997)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting certified cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable --

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If --

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include --

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractors determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 28 of 110

PIIN/SIIN W52P1J-12-R-0198

MOD/AMD

REPRINT

Name of Offeror or Contractor:

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: TBD

(End of Clause)

I-203

52.216-7

ALLOWABLE COST AND PAYMENT

JUN/2011

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

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

(3) The designated payment office will make interim payments for contract financing on the TBD day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

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

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

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

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

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

(2) Ordinarily within 30 days of the submission of the Contractors payment request to the Government;

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

Name of Offeror or Contractor:

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

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

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

(d) Final indirect cost rates.

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

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

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

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

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

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

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

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

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

(F) Facilities capital cost of money factors computation.

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

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

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

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

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

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

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

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

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

Name of Offeror or Contractor:

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

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

(B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

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

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

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

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

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

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

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

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

(K) Federal and State income tax returns.

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

(M) Minutes from board of directors meetings.

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

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

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

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

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

Name of Offeror or Contractor:

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

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

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

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

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

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

(1) Shall be the anticipated final rates; and

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

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

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

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

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

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

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

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

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

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

(End of Clause)

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 32 of 110

PIIN/SIIN W52P1J-12-R-0198

MOD/AMD

REPRINT

Name of Offeror or Contractor:

I-204 52.216-10 INCENTIVE FEE

JUN/2011

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) Target cost, as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) Target fee, as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) Withholding of payment. (1) Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

(2) Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable.

(1) The fee payable under this contract shall be the target fee increased by TBD cents for every dollar that the total allowable cost is less than the target cost or decreased by TBD cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than TBD percent or less than TBD percent of the target cost.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of --

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, total allowable cost shall not include allowable costs arising out of --

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractors being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractors involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in total allowable cost for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of Clause)

I-205 52.216-21 REQUIREMENTS (OCT 1995) -- ALTERNATE I (APR 1984)

APR/1984

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 33 of 110 REPRINT MOD/AMD
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Name of Offeror or Contractor:

quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Governments requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) The estimated quantities are not the total requirements of the Government activity specified in the Schedule, but are estimates of requirements in excess of the quantities that the activity may itself furnish within its own capabilities. Except as this contract otherwise provides, the Government shall order from the Contractor all of that activitys requirements for supplies and services specified in the Schedule that exceed the quantities that the activity may furnish within its own capabilities.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after TBD.

(End of Clause)

I-206 52.216-21 REQUIREMENTS OCT/1995

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Governments requirements do not result in orders in the quantities described as estimated or maximum in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 Contractors and Governments rights and obligations with respect to that order to the same extent as if the order were completed during the contracts effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after -1-.

(End of Clause)

I-207 52.217-8 OPTION TO EXTEND SERVICES NOV/1999

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 34 of 110 REPRINT
	MOD/AMD	

Name of Offeror or Contractor:

rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within TBD.

(End of Clause)

I-208 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT MAR/2000

(a) The Government may extend the term of this contract by written notice to the Contractor within TBD; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least TBD 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 TBD.

(End of Clause)

I-209 52.219-10 INCENTIVE SUBCONTRACTING PROGRAM OCT/2001

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its subcontracting plan to try to award certain percentages to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, respectively.

(b) If the Contractor exceeds its subcontracting goals for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBzone small business, and women-owned small business concerns in performing this contract, it will receive TBD percent of the dollars in excess of each goal in the plan, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the subcontracting plan, or the award of subcontracts that had been planned but had not been disclosed in the subcontracting plan during contract negotiations). Determinations made under this paragraph are unilateral decisions made solely at the discretion of the Government.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in 15.404-4 of the Federal Acquisition Regulation.

(End of Clause)

I-210 52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS FEB/1990

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegate to the TBD the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the TBD shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the TBD.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the Disputes clause of said subcontract.

(f) To notify the TBD Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	MOD/AMD	Page 35 of 110 REPRINT
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Name of Offeror or Contractor:

(End of Clause)

I-211 52.219-12 SPECIAL 8(a) SUB-CONTRACT CONDITIONS FEB/1990

(a) The Small Business Administration (SBA) has entered into Contract No.TBD with the TBD to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The TBD, hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. TBD for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the TBD with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the TBD.

(4) That it will notify the TBD Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the TBD.

(End of Clause)

I-212 52.219-17 SECTION 8(a) AWARD DEC/1996

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the TBD the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the TBD Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the Disputes clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the TBD.

(End of Clause)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 36 of 110
	PIIN/SIIN W52P1J-12-R-0198	MOD/AMD REPRINT

Name of Offeror or Contractor:

I-213 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a) CONCERNS JUN/2003

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBAs 8(a) Program and which meet the following criteria at the time of submission of offer --

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The TBD will notify the TBD Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of Clause)

I-214 52.222-2 PAYMENT FOR OVERTIME PREMIUMS JUL/1990

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed TBD or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

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

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

I-215 52.222-26 EQUAL OPPORTUNITY (MAR 2007) -- ALTERNATE I (FEB 1999) FEB/1999

Notice: The following terms of this clause are waived for this contract: TBD

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198 MOD/AMD	Page 37 of 110 REPRINT
Name of Offeror or Contractor:		

(b) (1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractors activities (41 CFR 60-1.5).

(c)(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to --

- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers representative of the Contractors commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	MOD/AMD	Page 38 of 110 REPRINT
---------------------------	---	----------------	----------------------------------

Name of Offeror or Contractor:

involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of Clause)

I-216 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (SEP 2010) -- ALTERNATE I (DEC 2001) DEC/2001

Notice: The following term(s) of this clause are waived for this contract: TBD

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

"All employment openings" means all positions except executive and senior management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Armed Forces service medal veteran" means any veteran who, while serving on active duty in the U.S. military, ground, naval, or air service, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985 (61 FR 1209).

"Disabled veteran" means--

(1) A veteran of the U.S. military, ground, naval, or air service, who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs; or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Executive and senior management" means--

(1) Any employee--

(i) Compensated on a salary basis at a rate of not less than \$455 per week (or \$380 per week, if employed in American Samoa by employers other than the Federal Government), exclusive of board, lodging or other facilities;

(ii) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(iii) Who customarily and regularly directs the work of two or more other employees; and

(iv) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; or

(2) Any employee who owns at least a bona fide 20-percent equity interest in the enterprise in which the employee is employed, regardless of whether the business is a corporate or other type of organization, and who is actively engaged in its management.

"Other protected veteran" means a veteran who served on active duty in the U.S. military, ground, naval, or air service, during a war or in a campaign or expedition for which a campaign badge has been authorized under the laws administered by the Department of Defense.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified disabled veteran" means a disabled veteran who has the ability to perform the essential functions of the employment positions with or without reasonable accommodation.

"Recently separated veteran" means any veteran during the three-year period beginning on the date of such veteran's discharge or release from active duty in the U.S. military, ground, naval or air service.

(b) General. (1) The Contractor shall not discriminate against any employee or applicant for employment because the individual is a disabled veteran, recently separated veteran, other protected veterans, or Armed Forces service medal veteran, regarding any position for which the employee or applicant for employment is qualified.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 39 of 110**

PIIN/SIIN W52P1J-12-R-0198

MOD/AMD

REPRINT

Name of Offeror or Contractor:

The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified individuals, including qualified disabled veterans, without discrimination based upon their status as a disabled veteran, recently separated veteran, Armed Forces service medal veteran, and other protected veteran in all employment practices including the following:

(i) Recruitment, advertising, and job application procedures.

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring.

(iii) Rate of pay or any other form of compensation and changes in compensation.

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

(v) Leaves of absence, sick leave, or any other leave.

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor.

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training.

(viii) Activities sponsored by the Contractor including social or recreational programs.

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(3) The Department of Labor's regulations require contractors with 50 or more employees and a contract of \$100,000 or more to have an affirmative action program for veterans. See 41 CFR part 60-300, subpart C.

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate employment service delivery system where the opening occurs. Listing employment openings with the State workforce agency job bank or with the local employment service delivery system where the opening occurs shall satisfy the requirement to list jobs with the appropriate employment service delivery system.

(2) The Contractor shall make the listing of employment openings with the appropriate employment service delivery system at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State workforce agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are disabled veterans, recently separated veterans, Armed Forces service medal veterans, and other protected veterans; and

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 40 of 110 MOD/AMD REPRINT
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Name of Offeror or Contractor:

(ii) Be in a form prescribed by the Director, Office of Federal Contract Compliance Programs, and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans, recently separated veterans, other protected veterans, and Armed Forces service medal veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor. This includes implementing any sanctions imposed on a contractor by the Department of Labor for violations of this clause (52.222-35, Equal Opportunity for Veterans). These sanctions (see 41 CFR 60-300.66) may include--

- (1) Withholding progress payments;
- (2) Termination or suspension of the contract; or
- (3) Debarment of the contractor.

(g) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more 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.

(End of clause)

I-217 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010) -- JUN/1998
ALTERNATE I (JUN 1998)

Notice: The following term(s) of this clause are waived for this contract: TBD

(a) General.

(1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as --

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued

Name of Offeror or Contractor:

under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings.

(1) The Contractor agrees to post employment notices stating --

(i) The Contractors obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of Clause)

I-218 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES MAY/1989

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

Employee Class	Monetary Wage -- Fringe Benefits
TBD	

(End of Clause)

I-219 52.222-49 SERVICE CONTRACT ACT--PLACE OF PERFORMANCE UNKNOWN MAY/1989

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: TBD. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by TBD.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	MOD/AMD	Page 42 of 110 REPRINT
---------------------------	---	----------------	----------------------------------

Name of Offeror or Contractor:

retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of Clause)

I-220 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND JUL/2012
CONSTRUCTION CONTRACTS

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--

(1) The product cannot be acquired--

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at *HYPERLINK
"http://www.biopreferred.gov" <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall--

(1) Report to the environmental point of contact identified in paragraph (d) of this clause, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30;

(2) Submit this report no later than--

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance; and

(3) Contact the environmental point of contact to obtain the preferred submittal format, if that format is not specified in this contract.

(d) The environmental point of contact for this contract is: -1-.

(End of clause)

I-221 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA MAY/2008
DESIGNATED ITEMS

(a) Definitions. As used in this clause

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of recovered material.

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198 MOD/AMD	Page 43 of 110 REPRINT
---------------------------	--	----------------------------------

Name of Offeror or Contractor:

performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to TBD.

(End of clause)

I-222 52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA MAY/2008
DESIGNATED ITEMS (MAY 2008) -- ALTERNATE I (MAY 2008)

(a) Definitions. As used in this clause

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of recovered material.

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor shall execute the following certification required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(i)(2)(C)):

Certification

I, _____ (name of certifier), am an officer or employee responsible for the performance of this contract and hereby certify that the percentage of recovered material content for EPA-designated items met the applicable contract specifications or other contractual requirements.

[Signature of the Officer or Employee]

[Typed Name of the Officer or Employee]

[Title]

[Name of Company, Firm, or Organization]

[Date]

(End of certification)

(c) The Contractor, on completion of this contract, shall

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to -1-.

(End of clause)

I-223 52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A MAR/2008
DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES

(a) Definitions. As used in this clause

Chief of mission means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Pub. L. 96-465) to be temporarily in charge of such a mission or office.

Name of Offeror or Contractor:

Combatant commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Supporting a diplomatic or consular mission means performing outside the United States under a contract administered by Federal agency personnel who are subject to the direction of a chief of mission.

(b) General.

(1) This clause applies when Contractor personnel are required to perform outside the United States--

(i) In a designated operational area during

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission--

(A) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance 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) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/ persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

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

(c) Support. Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief of Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) Preliminary personnel requirements. (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the Contractor shall ensure the following:

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 45 of 110

PIIN/SIIN W52P1J-12-R-0198

MOD/AMD

REPRINT

Name of Offeror or Contractor:

- (i) All required security and background checks are complete and acceptable.
- (ii) All personnel are medically and physically fit and have received all required vaccinations.
- (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
- (iv) All personnel have received--
- (A) A country clearance or special area clearance, if required by the chief of mission; and
- (B) Theater clearance, if required by the Combatant Commander.
- (v) All personnel have received personal security training. The training must at a minimum--
- (A) Cover safety and security issues facing employees overseas;
- (B) Identify safety and security contingency planning activities; and
- (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.
- (vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.
- (3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that--
- (i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, 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 (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 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; and
- (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).
- (f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to--
- (1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;
- (2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and
- (3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.
- (g) Personnel data. (1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.
- (2) The Contractor shall ensure that all employees on this list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated Government official.
- (h) Contractor personnel. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel 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 termination for default or cause.
- (i) Weapons.

Name of Offeror or Contractor:

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The TBD may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

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

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

(A) Safely;

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

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

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) 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.

(j) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) Evacuation.

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) Personnel recovery.

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198 MOD/AMD	Page 47 of 110 REPRINT
Name of Offeror or Contractor:		

(n) Notification and return of personal effects.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event procured, if the employee--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2)(i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains of Contractor personnel from the point of identification of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(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 shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States

(1) In a designated operational area during--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations; or military exercises, when designated by the Combatant Commander; or

(2) When supporting a diplomatic or consular mission--

(i) That has been designated by the Department of State as a danger pay post (see <http://aoprals.state.gov/Web920/danger--pay--all.asp>); or

(ii) That the Contracting Officer has indicated is subject to this clause.

(End of clause)

I-224

52.229-8

TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS

MAR/1990

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of TBD, or from which the Contractor or any subcontractor under this contract is exempt under the laws of TBD, shall not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	MOD/AMD	Page 48 of 110 REPRINT
---------------------------	---	----------------	----------------------------------

Name of Offeror or Contractor:

(End of Clause)

I-225 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS AUG/2012

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate.

(1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are

- (i) Performed by the Contractor;
- (ii) Performed by the Subcontractors; or
- (iii) Transferred between divisions, subsidiaries, or affiliated of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

- (i) Individual daily job timekeeping records;
- (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or
- (iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a), but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials.

(1) For the purposes of this clause

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 49 of 110

PIIN/SIIN W52P1J-12-R-0198

MOD/AMD

REPRINT

Name of Offeror or Contractor:

(ii) Materials means

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractors established catalog or market price, adjusted to reflect the

(i) Quantities being acquired; and

(ii) Actual cost of any modification necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractors payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are

(i) Comprised only of costs that are clearly excluded from the hourly rate;

(ii) Allocated in accordance with the Contractors written or established accounting practices; and

(iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 50 of 110 REPRINT MOD/AMD
---------------------------	---	--

Name of Offeror or Contractor:

so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the invoices or vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the completion voucher and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

- (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.
- (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
- (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services.

- (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.
- (2) The designated payment office will make interim payments for contract financing on the TBD 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.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(End of Clause)

I-226 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR MAY/1999
REGISTRATION

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term EFT refers to the funds transfer and may also include the payment information transfer.

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 51 of 110

PIIN/SIIN W52P1J-12-R-0198

MOD/AMD

REPRINT

Name of Offeror or Contractor:

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information.

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: ``designated office'') by TBD. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	MOD/AMD	Page 52 of 110 REPRINT
---------------------------	---	----------------	----------------------------------

Name of Offeror or Contractor:

this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

I-227 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS MAY/1999
TRANSFER INFORMATION

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor's electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:

Name: TBD

Mailing Address: TBD

Telephone Number: TBD

Person to Contact: TBD

Electronic Address: TBD

(End of clause)]

Name of Offeror or Contractor:

I-228 52.244-2 SUBCONTRACTS

OCT/2010

(a) Definitions. As used in this clause

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

Consent to subcontract means the Contracting Officers written consent for the Contractor to enter into a particular subcontract.

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

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

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

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

(2) Is fixed-price and exceeds

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting --

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

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

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

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

(E) The extent to which it was recognized in the negotiation that the subcontractors certified cost or pricing data were not

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 54 of 110 REPRINT
	MOD/AMD	

Name of Offeror or Contractor:

accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

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

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

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

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

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

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

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

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

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

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

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

I-229 52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES APR/2012

(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:

TBD

(End of Clause)

I-230 52.246-20 WARRANTY OF SERVICES MAY/2001

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 55 of 110 MOD/AMD REPRINT
---------------------------	---	--

Name of Offeror or Contractor:

(a) Definitions.

Acceptance, as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor TBD.

This notice shall state either --

- (1) That the Contractor shall correct or reperform any defective or nonconforming services; or
- (2) That the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of Clause)

I-231 52.247-66 RETURNABLE CYLINDERS MAY/1994

(a) Cylinder, referred to in this clause, is a pressure vessel designed for pressures higher than 40 psia and having a circular cross section excluding a portable tank, multi-tank car tank, cargo tank or tank car.

(b) Returnable cylinders shall remain the Contractors property but shall be loaned without charge to the Government for a period of TBD days of days (hereafter referred to as loan period) following the day of delivery to the f.o.b. point specified in the contract. Any cylinder not returned within the loan period shall be charged a daily rental beginning with the first day after the loan period expires, to and including the day the cylinders are delivered to the Contractor (if the original delivery was f.o.b. origin) or are delivered or made available for delivery to the Contractors designated carrier (if the original delivery was f.o.b. destination). The Government shall pay the Contractor a rental of \$TBD per cylinder, per day, computed separately for cylinders by type, size, and capacity and for each point of delivery named in the contract. No rental shall accrue to the Contractor in excess of replacement value per cylinder specified in paragraph (c) of this clause.

(c) For each cylinder lost or damaged beyond repair while in the Governments possession, the Government shall pay to the Contractor the replacement value, less the allocable rental paid for that cylinder as follows: TBD. These cylinders shall become Government property.

(d) If any lost cylinder is located within TBD calendar days after payment by the Government, it may be returned to the Contractor by the Government, and the Contractor shall pay to the Government an amount equal to the replacement value, less rental computed in accordance with paragraph (b) of this clause, beginning at the expiration of the loan period specified in paragraph (b) of this clause, and continuing to the date on which the cylinder was delivered to the Contractor.

(End of Clause)

I-232 52.252-4 ALTERATIONS IN CONTRACT APR/1984

Portions of this contract are altered as follows:

TBD

(End of Clause)

CONTINUATION SHEET**Reference No. of Document Being Continued**Page 58 of 110
REPRINT

PIIN/SIIN W52P1J-12-R-0198

MOD/AMD

Name of Offeror or Contractor:

(4) 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) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

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

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. 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 unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) 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 designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause 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 contractor employees accompanying U.S. Armed Forces are aware--

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

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause); 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).

(e) Pre-deployment requirements.

CONTINUATION SHEET**Reference No. of Document Being Continued**Page 59 of 110
REPRINT

PIIN/SIIN W52P1J-12-R-0198

MOD/AMD

Name of Offeror or Contractor:

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may 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 deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

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

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

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

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

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

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

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces 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, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel shall

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

Name of Offeror or Contractor:

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

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(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 have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(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 designated operational area be authorized to carry weapons, the

Name of Offeror or Contractor:

request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. 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 the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The TBD may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

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

(i) Are adequately trained to carry and use them

(A) Safely;

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

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

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

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

(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 designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area 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. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

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

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	MOD/AMD	Page 62 of 110 REPRINT
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Name of Offeror or Contractor:

subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations; or
- (3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

I-237 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE MAR/2006
THE UNITED STATES

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

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is:

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

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

(End of clause)

I-238 252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND APR/2011
AREA OF RESPONSIBILITY (DEVIATION 2011-00004)

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

"Chief of mission means the principal officer in charge of a Diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

(b) General. (1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR) and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

(2) Contract performance 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) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, contractor

Name of Offeror or Contractor:

personnel are only authorized to use deadly force in self defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

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

(c) Support. Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the USCENTCOM Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) Preliminary personnel requirements. (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work or elsewhere in the contract.

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

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

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must, at a minimum--

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

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

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

(vi) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a local national or 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 (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 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 violation of the law of war 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 United States diplomatic, consular, military, or other Government missions outside the United States (18 U.S.C. 7(9)).

(f) Processing and departure points. The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to--

CONTINUATION SHEET**Reference No. of Document Being Continued**Page 64 of 110
REPRINT

PIIN/SIIN W52P1J-12-R-0198

MOD/AMD

Name of Offeror or Contractor:

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

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

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) Registration of Contractor personnel and private security contractor equipment.

(1) The Contractor is required to register in the automated webbased Synchronized Predeployment and Operational Tracker (SPOT) following the procedures in paragraph (g)(4) of this clause.

(2) Prior to deployment of contractor employees, or, if already in the USCENTCOM AOR, upon becoming an employee under this contract, the Contractor shall enter into SPOT, and maintain current data, including actual arrival date and departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third-country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR as follows:

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

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

(A) Hired under contracts valued less than \$100,000;

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

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

(3) Weapons, armored vehicles, helicopters, and other military vehicles used by personnel performing private security functions under this contract must be entered into SPOT, and the currency of such information must be maintained.

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

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

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

(B) A Government-sponsored SPOT user ID and password or an Army Knowledge Online (AKO) account.

(ii) To register in SPOT:

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

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

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

(iv) Refer SPOT application assistance questions to the Customer Support Team at 717-458-0747 or SPOT.helpdesk@us.army.mil. Refer to the SPOT Enterprise Suite Resource Center at <http://www.resource.spot-es.net/> for additional training resources and documentation regarding registration for and use of SPOT.

(5) The Contractor shall submit aggregate contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e. U.S. third country national or local national) of those contractor personnel who are on contracts valued greater than \$100,000, but performing less than 30 days in the AOR (e.g. day laborers).

(6) The Contractor shall ensure that all contractor personnel in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive the data card.

(h) Contractor personnel. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel 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 termination for default or cause.

(i) Weapons.

CONTINUATION SHEET**Reference No. of Document Being Continued**

PIIN/SIIN W52P1J-12-R-0198

MOD/AMD

Page 65 of 110
REPRINT**Name of Offeror or Contractor:**

(1) If the Contracting Officer, subject to the approval of the USCENTCOM Commander, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The TBD may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

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

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

(A) Safely;

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

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

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

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

(4) Upon revocation by the Contracting Officer of the Contractors authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) 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.

(j) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the USCENTCOM Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(1) Evacuation. (1) If the Chief of Mission or USCENTCOM Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and designated third country national contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) Notification and return of personal effects. (1) The Contractor shall be responsible for notification of the contractor personnel designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the individual--

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.

(n) Mortuary affairs. Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 66 of 110 REPRINT
	MOD/AMD	

Name of Offeror or Contractor:

DoD Directive 1300.22, Mortuary Affairs Policy.

(o) 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 shall be subject to the provisions of the Changes clause of this contract.

(p) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (p), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.

(End of clause)

I-239 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006) -- ALTERNATE I (MAY MAY/2006
2006)

(a) Contract line item TBD is incrementally funded. The sum of \$ TBD is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

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

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

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

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

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

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

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 67 of 110 REPRINT
	MOD/AMD	

Name of Offeror or Contractor:

U.S.C. 1342.

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

On execution of contract	\$TBD
TBD TBD TBD	\$TBD
TBD TBD TBD	\$TBD
TBD TBD TBD	\$TBD

(End of clause)

* To be inserted after negotiation.

I-240 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION MAY/2006

(a) Contract line item(s) TBD through TBD are incrementally funded. For these item(s), the sum of \$ TBD of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

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

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

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

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

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

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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 69 of 110 MOD/AMD REPRINT
---------------------------	---	---

Name of Offeror or Contractor:

- (2) The exercise of significant contract options; and
- (3) The incorporation of major modifications.

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

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

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

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

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

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

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

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

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

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

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

TBD

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

TBD

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 70 of 110 REPRINT MOD/AMD
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Name of Offeror or Contractor:

(End of clause)

I-242 252.237-7019 TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES SEP/2006

(a) Definitions. As used in this clause

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Detainee means a person in the custody or under the physical control of the Department of Defense on behalf of the United States Government as a result of armed conflict or other military operation by United States armed forces.

Personnel interacting with detainees means personnel who, in the course of their duties, are expected to interact with detainees.

(b) Training requirement. This clause implements Section 1092 of the National Defense Authorization Act for Fiscal Year 2005 (Pub. L. 108-375).

(1) The Combatant Commander responsible for the area where a detention or interrogation facility is located will arrange for training to be provided to contractor personnel interacting with detainees. The training will address the international obligations and laws of the United States applicable to the detention of personnel, including the Geneva Conventions. The Combatant Commander will arrange for a training receipt document to be provided to personnel who have completed the training.

(2)(i) The Contractor shall arrange for its personnel interacting with detainees to

(A) Receive the training specified in paragraph (b)(1) of this clause

(1) Prior to interacting with detainees, or as soon as possible if, for compelling reasons, the Contracting Officer authorizes interaction with detainees prior to receipt of such training; and

(2) Annually thereafter; and

(B) Provide a copy of the training receipt document specified in paragraph (b)(1) of this clause to the Contractor for retention.

(ii) To make these arrangements, the following points of contact apply:

TBD

(3) The Contractor shall retain a copy of the training receipt document(s) provided in accordance with paragraphs (b)(1) and (2) of this clause until the contract is closed, or 3 years after all work required by the contract has been completed and accepted by the Government, whichever is sooner.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that may require subcontractor personnel to interact with detainees in the course of their duties.

(End of clause)

I-243 252.237-7023 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES OCT/2010

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

(1) Essential contractor service means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) Mission-essential functions means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 71 of 110 MOD/AMD REPRINT
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Name of Offeror or Contractor:

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission-essential functions. These services are listed in attachment TBD, Mission-Essential Contractor Services, dated TBD.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the Contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this clause during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel, or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

I-244 252.239-7016 TELECOMMUNICATIONS SECURITY EQUIPMENT, DEVICES, TECHNIQUES, AND SERVICES DEC/1991

(a) Definitions. As used in this clause

(1) Securing means the application of Government-approved telecommunications security equipment, devices, techniques, or services to contractor telecommunications systems.

(2) Sensitive information means any information the loss, misuse, or modification of which, or unauthorized access to, could adversely affect the national interest or the conduct of Federal programs, or the privacy to which individuals are entitled under 5 U.S.C. 552a (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or Act of Congress to be kept secret in the interest of national defense or foreign policy.

(3) Telecommunications systems means voice, record, and data communications, including management information systems and local data networks that connect to external transmission media, when employed by Government agencies, contractors, and subcontractors to transmit

(i) Classified or sensitive information;

(ii) Matters involving intelligence activities, cryptologic activities related to national security, the command and control of military forces, or equipment that is an integral part of a weapon or weapons system; or

(iii) Matters critical to the direct fulfillment of military or intelligence missions.

(b) This solicitation/contract identifies classified or sensitive information that requires securing during telecommunications and requires the Contractor to secure telecommunications systems. The Contractor agrees to secure information and systems at the following location: TBD

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 72 of 110 REPRINT
	MOD/AMD	

Name of Offeror or Contractor:

(c) To provide the security, the Contractor shall use Government-approved telecommunications equipment, devices, techniques, or services. A list of the approved equipment, etc. may be obtained from TBD. Equipment, devices, techniques, or services used by the Contractor must be compatible or interoperable with TBD.

(d) Except as may be provided elsewhere in this contract, the Contractor shall furnish all telecommunications security equipment, devices, techniques, or services necessary to perform this contract. The Contractor must meet ownership eligibility conditions for communications security equipment designated as controlled cryptographic items.

(e) The Contractor agrees to include this clause, including this paragraph (e), in all subcontracts which require securing telecommunications.

(End of clause)

I-245 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES OCT/1997

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractors ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I-246 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS JAN/2011

(a) Definition. See 13 CFR 125.6(e) for definitions of terms used in paragraph (d).

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 73 of 110 MOD/AMD REPRINT
---------------------------	---	--

Name of Offeror or Contractor:

evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offerors base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(4) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (d) and (e) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction. (i) At least 15 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns; or

(4) Construction by special trade contractors. (i) At least 25 percent of the cost of contract performance to be incurred for personnel will be spent on the prime contractor's employees;

(ii) At least 50 percent of the cost of the contract performance to be incurred for personnel will be spent on the prime contractor's employees or on a combination of the prime contractor's employees and employees of HUBZone small business concern subcontractors;

(iii) No more than 50 percent of the cost of contract performance to be incurred for personnel will be subcontracted to concerns that are not HUBZone small business concerns.

(e) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable percentage of work requirements.

(f)(1) When the total value of the contract exceeds \$25,000, a HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business concern manufacturers.

(2) When the total value of the contract is equal to or less than \$25,000, a HUBZone small business concern nonmanufacturer may provide end items manufactured by other than a HUBZone small business concern manufacturer provided the end items are produced or manufactured in the United States.

(3) Paragraphs (f)(1) and (f)(2) of this section do not apply in connection with construction or service contracts.

(g) Notice. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 74 of 110 MOD/AMD REPRINT
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Name of Offeror or Contractor:

I-247 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION APR/2012

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

"Long-term contract" means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

"Small business concern" 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 criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

*HYPERLINK "<http://www.sba.gov/content/table-small-business-size-standards>"<http://www.sba.gov/content/table-small-business-size-standards>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA 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:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code _____ assigned to contract number _____. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 76 of 110
	PIIN/SIIN W52P1J-12-R-0198	MOD/AMD REPRINT

Name of Offeror or Contractor:

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

I-250

52.223-11

OZONE-DEPLETING SUBSTANCES

MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, 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), and (d) and 40 CFR Part 82, Subpart E, as follows:

Warning

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).

(End of Clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 77 of 110 REPRINT
	MOD/AMD	

Name of Offeror or Contractor:

I-251 52.230-2 COST ACCOUNTING STANDARDS MAY/2012

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall

(1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractors cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractors cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractors signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)(i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractors established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractors award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractors signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$700,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

I-252 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES MAY/2012

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 78 of 110 REPRINT
	MOD/AMD	

Name of Offeror or Contractor:

(a) The Contractor, in connection with this contract, shall--

(1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose; 48 CFR 9904.405, Accounting for Unallowable Costs; and 48 CFR 9904.406, Cost Accounting Standard Cost Accounting Period, in effect on the date of award of this contract as indicated in 48 CFR Part 9904.

(2) (CAS-covered Contracts Only) If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(3)(i) Follow consistently the Contractors cost accounting practices. A change to such practices may be proposed, however, by either the Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(c), that the change is desirable and not detrimental to the interests of the Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the United States.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)), from the time the payment by the United States was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS, rule, or regulation as specified in 48 CFR 9903 and 9904 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted.

(2) This requirement shall apply only to negotiated subcontracts in excess of \$700,000.

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

I-253 52.230-4 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES -- FOREIGN MAY/2012
CONCERNS

(a) The Contractor, in connection with this contract, shall--

(1) Comply with the requirements of 48 CFR 9904.401, Consistency in Estimating, Accumulating, and Reporting Costs; and 48 CFR 9904.402, Consistency in Allocating Costs Incurred for the Same Purpose, in effect on the date of award of this contract, as indicated in 48 CFR 9904.

(2) (Cost Accounting Standard (CAS)-covered Contracts Only). If it is a business unit of a company required to submit a Disclosure Statement, disclose in writing its cost accounting practices as required by 48 CFR 9903.202-1 through 48 CFR 9903.202-5. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the U.S. Government.

(3)(i) Follow consistently the Contractors cost accounting practices. A change to such practices may be proposed, however, by either the U.S. Government or the Contractor, and the Contractor agrees to negotiate with the Contracting Officer the terms and conditions

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 79 of 110 MOD/AMD REPRINT
---------------------------	---	--

Name of Offeror or Contractor:

under which a change may be made. After the terms and conditions under which the change is to be made have been agreed to, the change must be applied prospectively to this contract, and the Disclosure Statement, if affected, must be amended accordingly.

(ii) The Contractor shall, when the parties agree to a change to a cost accounting practice and the Contracting Officer has made the finding required in 48 CFR 9903.201-6(c) that the change is desirable and not detrimental to the interests of the U.S. Government, negotiate an equitable adjustment as provided in the Changes clause of this contract. In the absence of the required finding, no agreement may be made under this contract clause that will increase costs paid by the U.S. Government.

(4) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with the applicable CAS or to follow any cost accounting practice, and such failure results in any increased costs paid by the U.S. Government. Such adjustment shall provide for recovery of the increased costs to the U.S. Government, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C. 6621(a)(2)) for such period, from the time the payment by the U.S. Government was made to the time the adjustment is effected.

(b) If the parties fail to agree whether the Contractor has complied with an applicable CAS rule, or regulation as specified in 48 CFR 9903 and 48 CFR 9904 and as to any cost adjustment demanded by the U.S. Government, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C. 601).

(c) The Contractor shall permit any authorized representatives of the U.S. Government to examine and make copies of any documents, papers, and records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts, which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts of any tier, except that--

(1) If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause prescribed in FAR 30.201-4 shall be inserted.

(2) This requirement shall apply only to negotiated subcontracts in excess of \$700,000.

(3) The requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

(End of clause)

I-254 52.232-36 PAYMENT BY THIRD PARTY FEB/2010
(a) General.

(1) Except as provided in paragraph (a)(2) of the is clause the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(2) The Governmentwide commercial purchase card is not authorized as a method of payment during any period the Central Contractor Registration (CCR) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at <http://fms.treas.gov/debt/index.html> . If the CCR subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Governmentwide commercial purchase card.

(b) Contractor payment request.

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the Governmentwide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	MOD/AMD	Page 80 of 110 REPRINT
---------------------------	---	----------------	----------------------------------

Name of Offeror or Contractor:

(d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

(f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

I-255 52.252-2 CLAUSES INCORPORATED BY REFERENCE FEB/1998

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

<http://www.acq.osd.mil/dpap/dars/far.html> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARA.HTM>

(End of Clause)

I-256 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR SUPPLEMENT (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of Clause)

I-257 252.229-7001 TAX RELIEF JUN/1997

(a) Prices set forth in this contract are exclusive of all taxes and duties from which the United States Government is exempt by virtue of tax agreements between the United States Government and the Contractors government. The following taxes or duties have been excluded from the contract price:

NAME OF TAX: (Offeror insert) _____ RATE (PERCENTAGE): _____(Offeror insert)

(b) The Contractors invoice shall list separately the gross price, amount of tax deducted, and net price charged.

(c) When items manufactured to United States Government specifications are being acquired, the Contractor shall identify the materials or components intended to be imported in order to ensure that relief from import duties is obtained. If the Contractor intends to use imported products from inventories on hand, the price of which includes a factor for import duties, the Contractor shall ensure the United States Governments exemption from these taxes. The Contractor may obtain a refund of the import duties from its government or request the duty-free import of an amount of supplies or components corresponding to that used from inventory for this contract.

(End of clause)

CONTINUATION SHEET**Reference No. of Document Being Continued**

PIIN/SIIN W52P1J-12-R-0198

MOD/AMD

Page 81 of 110

REPRINT

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 0001	BOA PWS	03-MAY-2012		
Attachment 0002	ORGANIZATIONAL CAPABILITY & SIMILAR EXPERIENCE WORKSHEET	01-OCT-2012		
Attachment 0003	CONSENT FORM	01-OCT-2012		
Attachment 0004	PERFORMANCE QUESTIONNAIRE	01-OCT-2012		
Attachment 0005	ABBREV-ACRONYM	01-OCT-2012		

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 82 of 110

PIIN/SIIN W52P1J-12-R-0198

MOD/AMD

REPRINT

Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	SEP/2007
K-2	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	SEP/2010
K-3	52.223-1	BIOBASED PRODUCT CERTIFICATION	MAY/2012
K-4	52.223-4	RECOVERED MATERIAL CERTIFICATION	MAY/2008
K-5	52.225-20	PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN-- CERTIFICATION	AUG/2009
K-6	52.225-25	PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN--REPRESENTATION AND CERTIFICATION	SEP/2010
K-7	52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	AUG/2003
K-8	252.203-7005	REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	NOV/2011
K-9	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	JAN/2009
K-10	252.209-7002	DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT	JUN/2010
K-11	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/2005
K-12	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATION (APR 2012) -- ALTERNATE I (APR 2011)	APR/2011

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 561210.

(2) The small business size standard is \$35.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it
 ___ is,
 ___ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it
 ___ is,
 ___ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer 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 offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

(i) It ___ is,
 ___ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is,
 ___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture:]

Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 83 of 110**
REPRINT

PIIN/SIIN W52P1J-12-R-0198

MOD/AMD

Name of Offeror or Contractor:

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It ___ is,

___ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ___ is,

___ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture:]

Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it

___ is,

___ is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that is

___ is,

___ is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that

(i) It ___ is,

___ is not is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ___ is,

___ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:_____.]

Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(9) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	MOD/AMD	Page 84 of 110 REPRINT
---------------------------	---	----------------	----------------------------------

Name of Offeror or Contractor:

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"

(1) Means a small business concern

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," 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 criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K-13

52.222-18

CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS

FEB/2001

(a) Definition. Forced or indentured child labor means all work or service--

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 85 of 110 MOD/AMD REPRINT
---------------------------	---	--

Name of Offeror or Contractor:

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product:

Listed Countries of Origin:

TBD

TBD

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

(1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

(2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not award of any such use of child labor.

(End of provision)

K-14

52.226-3

DISASTER OR EMERGENCY AREA REPRESENTATION

NOV/2007

(a) Set-aside area. The area covered in this contract is: TBD.

(b) Representations. The offeror represents that it does does not reside or primarily do business in the set-aside area.

(c) An offeror is considered to be residing or primarily doing business in the set-aside area if, during the last twelve months

(1) The offeror had its main operating office in the area; and

(2) That office generated at least half of the offeror's gross revenues and employed at least half of the offeror's permanent employees.

(d) If the offeror does not meet the criteria in paragraph (c) of this provision, factors to be considered in determining whether an offeror resides or primarily does business in the set-aside area include

(1) Physical location(s) of the offeror's permanent office(s) and date any office in the set-aside area(s) was established;

(2) Current state licenses;

(3) Record of past work in the set-aside area(s) (e.g., how much and for how long);

(4) Contractual history the offeror has had with subcontractors and/or suppliers in the set-aside area;

(5) Percentage of the offeror's gross revenues attributable to work performed in the set-aside area;

(6) Number of permanent employees the offeror employs in the set-aside area;

(7) Membership in local and state organizations in the set-aside area; and

(8) Other evidence that establishes the offeror resides or primarily does business in the set-aside area. For example, sole proprietorships may submit utility bills and bank statements.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 86 of 110
	PIIN/SIIN W52P1J-12-R-0198	MOD/AMD REPRINT

Name of Offeror or Contractor:

(e) If the offeror represents it resides or primarily does business in the set-aside area, the offeror shall furnish documentation to support its representation if requested by the Contracting Officer. The solicitation may require the offeror to submit with its offer documentation to support the representation.

(End of Provision)

K-15 52.226-4 NOTICE OF DISASTER OR EMERGENCY AREA SET-ASIDE AUG/2006

(a) Set-aside area. Offers are solicited only from businesses residing or primarily doing business in TBD. Offers received from other businesses shall not be considered.

(b) This set-aside is in addition to any small business set-aside contained in this contract.

(End of provision)

K-16 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offerors organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision
_____ [insert full name of person(s) in the offerors organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offerors organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

K-17 52.204-3 TAXPAYER IDENTIFICATION OCT/1998

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 88 of 110 REPRINT MOD/AMD
---------------------------	---	---

Name of Offeror or Contractor:

K-18 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [] is a women-owned business concern.

(End of Provision)

K-19 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS APR/2010

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are ___ are not ___ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ___ have not ___, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ___ are not ___ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have ___, have not ___, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 89 of 110 MOD/AMD REPRINT
---------------------------	---	---

Name of Offeror or Contractor:

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ___ has not ___, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, 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).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Pictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offerors responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K-20 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS FEB/2012
(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 proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency 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 (FAPIS) 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.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 90 of 110 MOD/AMD REPRINT
---------------------------	---	--

Name of Offeror or Contractor:

(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 Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

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).

(End of provision)

K-21 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that --

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K-22 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that

(a) It [] has developed and has on file,
[] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K-23 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012) -- APR/1996
ALTERNATE I (APR 1996)

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.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 91 of 110 REPRINT MOD/AMD
---------------------------	---	---

Name of Offeror or Contractor:

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 \$700,000 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 offerors 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 and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

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) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

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 applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts 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 resulting 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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 92 of 110 MOD/AMD REPRINT
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Name of Offeror or Contractor:

immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

[] (5) Certificate of Disclosure Statement Due Date by Educational Institution. If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

[] (i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.

[] (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed:

II. Cost Accounting Standards Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency 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 this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the 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 paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[] Yes [] No

(End of provision)

K-24 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION MAY/2012
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 \$700,000 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.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 93 of 110 REPRINT MOD/AMD
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Name of Offeror or Contractor:

(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 offerors 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 and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

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) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

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 applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts 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 resulting 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 paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards Eligibility for Modified Contract Coverage

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 94 of 110
	PIIN/SIIN W52P1J-12-R-0198	MOD/AMD REPRINT

Name of Offeror or Contractor:

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency 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 this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the 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 paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

(End of provision)

K-25 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES APR/2005

The offeror shall check yes below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the offeror checked Yes above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

K-26 252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX JAN/2012
(DEV 2012- LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION
00004) 2012-00004)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used 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.

(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 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

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 95 of 110 MOD/AMD REPRINT
---------------------------	---	--

Name of Offeror or Contractor:

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.

(End of provision)

K-27 252.225-7000 BUY AMERICAN STATUTE--BALANCE OF PAYMENTS PROGRAM CERTIFICATE JUN/2012

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program clause of this solicitation, the offeror certifies that

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

<u>Line Item Number</u>	<u>Country of Origin</u>
-------------------------	--------------------------

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
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(End of provision)

K-28 252.225-7000 BUY AMERICAN STATUTE -- BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN DEC/2010
2012) -- ALTERNATE I (DEC 2010)

(a) Definitions. "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

Name of Offeror or Contractor:

(2) Will evaluate offers of qualifying country end products or SC/CASA state end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American and Balance of Payments Program clause of this solicitation, the offeror certifies that

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products or SC/CASA state end products:

Line Item Number	Country of Origin
------------------	-------------------

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

Line Item Number	Country of Origin (If known)
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(End of provision)

K-29 252.225-7020 TRADE AGREEMENTS CERTIFICATE (JAN 2005) -- ALTERNATE I (DEC 2010) DEC/2010

(a) Definitions. "Designated country end product," "nondesignated country end product," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, SC/CASA state, or designated country end products unless--

- (i) There are no offers of such end products;
- (ii) The offers of such end products are insufficient to fulfill the Governments requirements; or
- (iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreement clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2)(ii) of this provision, is a U.S.-made, qualifying country, SC/CASA state, or designated country end product.

(2)(i) The following supplies are SC/CASA state end products:

(Line Item Number)	(Country of Origin)

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 97 of 110

PIIN/SIIN W52P1J-12-R-0198

MOD/AMD

REPRINT

Name of Offeror or Contractor:

(ii) The following are other nondesignated country end products:

(Line Item Number)	(Country of Origin)
_____	_____
_____	_____

(End of provision)

K-30 252.225-7020 TRADE AGREEMENTS CERTIFICATE

JAN/2005

(a) Definitions. Designated country end product, nondesignated country end product, qualifying country end product, and U.S.-made end product have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Governments requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other nondesignated country end products:

(Line Item Number)	(Country of Origin)
_____	_____
_____	_____

(End of provision)

K-31 252.225-7023 PREFERENCE FOR PRODUCTS OR SERVICES FROM IRAQ OR AFGHANISTAN

APR/2010

(a) Definitions. Product from Iraq or Afghanistan and service from Iraq or Afghanistan, as used in this provision, are defined in the clause of this solicitation entitled Requirement for Products or Services from Iraq or Afghanistan (DFARS 252.225-7024).

(b) Representation. The offeror represents that all products or services to be delivered under a contract resulting from this solicitation are products from Iraq or Afghanistan or services from Iraq or Afghanistan, except those listed in

(1) Paragraph (c) of this provision; or

(2) Paragraph (c)(2) of the provision entitled "Trade Agreements Certificate," or "Trade Agreements Certificate Inclusion of Iraqi End Products," if included in this solicitation.

(c) Other products or services. The following offered products or services are not products from Iraq or Afghanistan or services from Iraq or Afghanistan:

Line Item Number	Country of Origin
_____	_____

Name of Offeror or Contractor:

(d) Evaluation. For the purpose of evaluating competitive offers, the Contracting Officer will increase by 50 percent the prices of offers of products or services that are not products or services from Iraq or Afghanistan.

(End of provision)

K-32 252.225-7035 BUY AMERICAN--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM JUN/2012
(JUN 2012) -- ALTERNATE II (JUN 2012)

(a) Definitions. Bahrainian end product, commercially available off-the-shelf (COTS) item, component, domestic end product, Free Trade Agreement country, Free Trade Agreement country end product, foreign end product, Moroccan end product, Peruvian end product, qualifying country end product, South Caucasus/Central and South Asian (SC/CASA) state and South Caucasus/Central, South Asian (SC/CASA) state end product, and United States, as used in this provision, have the meanings given in the Buy American--Free Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products, SC/CASA state end products, or Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy AmericanFree Trade AgreementsBalance of Payments Program clause of this solicitation, the offeror certifies that

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) or SC/CASA state end products:

(Line Item Number) (Country of Origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, or Peruvian end products:

(Line Item Number) (Country of Origin)

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number) (Country of Origin (If known))

(End of provision)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 99 of 110
	PIIN/SIIN W52P1J-12-R-0198 MOD/AMD	REPRINT

Name of Offeror or Contractor:

K-33 252.225-7035 BUY AMERICAN--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM JUN/2012
CERTIFICATE (JUN 2012) -- ALTERNATE III (JUN 2012)

(a) Definitions. Canadian end product, commercially available off-the-shelf (COTS) item, domestic end product, foreign end product, qualifying country end product, South Caucasus/Central and South Asian (SC/CASA) state end product, and United States have the meanings given in the Buy American--Free Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products, SC/CASA state end products, or Canadian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy AmericanFree Trade AgreementsBalance of Payments Program clause of this solicitation, the offeror certifies that

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Canadian) or SC/CASA state end products:

(Line Item Number) (Country of Origin)

(ii) The offeror certifies that the following supplies are Canadian end products:

(Line Item Number) (Country of Origin)

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number) (Country of Origin (If known))

(End of provision)

K-34 252.225-7035 BUY AMERICAN--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM JUN/2012
CERTIFICATE

(a) Definitions. Bahrainian end product, commercially available off-the-shelf (COTS) item, component, domestic end product, Free Trade Agreement country, Free Trade Agreement country end product, foreign end product, Moroccan end product, Peruvian end product, qualifying country end product, and United States, as used in this provision, have the meanings given in the Buy American --Free Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	MOD/AMD	Page 100 of 110 REPRINT
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Name of Offeror or Contractor:

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products, or Peruvian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American/Free Trade Agreements/Balance of Payments Program clause of this solicitation, the offeror certifies that

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

(Line Item Number) (Country of Origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, or Peruvian end products:

(Line Item Number) (Country of Origin)

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number) (Country of Origin (If known))

(End of provision)

K-35 252.225-7035 BUY AMERICAN--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM JUN/2011
CERTIFICATE (JUN 2012) -- ALTERNATE I (JUN 2011)

(a) Definitions. Canadian end product, commercially available off-the-shelf (COTS) item, component, domestic end product, foreign end product, qualifying country end product, and United States, as used in this provision, have the meanings given in the Buy American--Free Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products or Canadian end products without regard to the restrictions of the Buy American or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American/Free Trade Agreements/Balance of Payments Program clause of this solicitation, the offeror certifies that

Name of Offeror or Contractor:

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Canadian) end products:

(Line Item Number) (Country of Origin)

(ii) The offeror certifies that the following supplies are Canadian end products:

(Line Item Number) (Country of Origin)

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number) (Country of Origin (If known))

(End of provision)

K-36 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it

[] Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

[] Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	MOD/AMD	Page 102 of 110 REPRINT
---------------------------	---	----------------	-----------------------------------

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	APR/2008
L-2	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE	JAN/2004
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE (JAN 2004) -- ALTERNATE I (OCT 1997)	OCT/1997
L-4	252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-5	52.233-2	SERVICE OF PROTEST	SEP/2006

(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 TBC.

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

(End of Provision)

L-6	252.211-7001	AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS NOT LISTED IN THE ACQUISITION STREAMLINING AND STANDARIZATION INFORMATION SYSTEM (ASSIST), AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS	MAY/2006
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Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

TBD

TBD

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of provision)

L-7	252.211-7002	AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS	DEC/1991
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The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location:

TBD

(End of provision)

L-8	52.211-1	AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS, FPMR PART 101-29	AUG/1998
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(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service
Specifications Section, Suite 8100
470 East L'Enfant Plaza SW
Washington, DC 20407

Telephone (202) 619-8925

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	MOD/AMD	Page 103 of 110 REPRINT
---------------------------	---	----------------	--

Name of Offeror or Contractor:

Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

(End of Provision)

L-9 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS JAN/2006
LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION
INFORMATION SYSTEM (ASSIST)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil/>)
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch/>)
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard/>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of Provision)

L-10 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE FEB/1998

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> or <http://www.acq.osd.mil/dpap/dars/index.htm> or <http://farsite.hill.af.mil/VFAFARa.HTM>

L-11 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the provision.

(b) The use in this solicitation of any DoD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

L.1 GENERAL INSTRUCTIONS

L.1.1 These instructions are a guide for preparing a proposal. These instructions describe the type and extent of information required, and emphasizes the significant areas to be addressed in the proposal. Review the Performance Work Statement (PWS) contained in this Request for Proposal (RFP) for further insight into the areas that must be addressed within the proposal. Include sufficient information to enable the Government evaluators to make a determination relative to the Offerors understanding of the requirements in each of the evaluated areas. It is the Governments intent to execute Basic Ordering Agreements to Offerors who are qualified by

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 104 of 110 MOD/AMD REPRINT
---------------------------	---	--

Name of Offeror or Contractor:

receiving an Acceptable rating in both the Technical and Past Performance Factors.

L.1.2 In accordance with FAR clause 52.215-1, Instructions to Offerors - Competitive Acquisition (Jan 2004), the Government intends to execute BOAs without discussions with Offerors. However, the Government reserves the right to conduct discussions in the evaluation process and to permit Offerors to revise their proposals, if deemed necessary. Offerors are cautioned to examine this solicitation in its entirety and to ensure that its proposal contains all necessary information, provides all required documentation, and is complete in all respects. The Government is not obligated to make another request for the required information nor does the Government assume the duty to search for data to cure problems it finds in proposals. During the evaluation process the Government may request clarifications as needed. Clarifications do not constitute discussions and an Offeror is not allowed to change its proposal in response to a request for clarification. Any Offeror eliminated from further consideration will be notified in writing.

L.1.3 The proposal shall be valid for 180 days from the required submission date unless an alternate period is clearly stated in Solicitation.

L.1.4 The Offeror shall submit its proposal through the EAGLE mailbox at usarmy.RIA.acc.mbx.eagle@mail.mil. If needed, the Offeror can break the attachments into multiple emails. The subject line of the email shall state the Solicitation Number, the respective Offeror's name and the email number i.e. W52P1J-12-R-0198, Offeror's Name, email x of x. The Government may not evaluate any proposals that are not in compliance with this format.

L.1.4.1 When submitting the proposal to the EAGLE mailbox the Offeror shall request a delivery receipt and read receipt for the email. Once the proposal is received the Government will send a confirmation email to the Offeror. If the Offeror does not receive a confirmation email within 24 hours the Offeror shall contact the Contract Specialist, Karen McElhiney, at 309-782-2201. It is up to the Offeror to ensure the proposal is received by the Government.

L.1.4.2 Once the Offerors proposal is submitted, it cannot be systematically canceled or edited by the Offeror or the contracting office. To submit a revised proposal, the Offeror must do the following:

(a) Submit the revised proposal in its entirety (IAW Section L) to the EAGLE mailbox. The subject line of the email shall state the Solicitation Number, the respective Offeror's name, revised proposal, and email number i.e. W52P1J-12-R-0198, Offeror's Name, Revised Proposal, email x of x. The Government may not evaluate any proposals that are not in compliance with this format.

L.1.4.3 Do not assume submission will be instantaneous. File size and number of files to be uploaded will be factors. Offeror should allow adequate time for submission completion.

L.1.4.4 To avoid rejection of an offer, Offeror must make every effort to ensure their email submission is virus free. Submissions or portions thereof submitted and which the system detects the presence of a virus or which are otherwise unreadable will be treated as unreadable pursuant to FAR 15.207(c).

L.1.5 Offers, modifications, revisions, or withdrawals of offers received after the date established in the solicitation for receipt of proposals will be handled in accordance with FAR 52.215-1.

L.1.6 An Offeror is defined as a single firm that has the capability to provide all required maintenance, supply and transportation support services and plans to use subcontractors for economic reasons or to meet subcontracting requirements; a prime contractor that cannot provide all required maintenance, supply, and transportation support services and therefore forms a teaming agreement including subcontractors in order to provide the required services; or a team of two or more firms that have entered into a joint venture agreement to provide all required maintenance, supply and transportation support services.

L.1.7 The solicitation, amendments, notices, and other information will be made available on FEDBIZOPPS at <http://FBO.gov>. Offerors are advised to continuously monitor the FEDBIZOPPS website for new information. Offerors are deemed to have knowledge of all documents that are posted to FEDBIZOPPS.

L.1.8 All questions pertaining to this solicitation shall be addressed to the EAGLE mailbox: usarmy.RIA.acc.mbx.eagle@mail.mil. All email questions must have the RFP Number in the subject line. The Government is not obligated to provide responses to all questions submitted by Offerors, but will consider them and incorporate changes into the RFP as deemed necessary. Government responses to questions will be posted at <http://www.aschq.army.mil/ac/aaisdus/EAGLE.aspx> under the file name "Step Two Q&As (DATE)" for review by all Offerors; therefore, do not mark questions/comments with a restrictive legend and do not include proprietary information. Offerors may submit questions up to ten (10) business days prior to the Closing Date established by the solicitation/amendment.

L.1.9 The Government is not obligated to provide responses to all questions submitted by Offerors, but will consider them and incorporate changes into the RFP as deemed necessary. Government responses to questions will be posted at the Solicitation Questions & Answers link on the Solicitation View page for solicitation number W52P1J-12-R-0198. All questions submitted by industry and subsequently published by the Government are available for viewing by the public; therefore, do not mark questions/comments with a restrictive legend and do not include proprietary information. If the Offeror wishes to receive an e-mail notification when a Government response is published to subject question, it must provide a current e-mail address when submitting its question. When

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 105 of 110 MOD/AMD REPRINT
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Name of Offeror or Contractor:

submitting questions and comments, the Offeror must follow the process discussed in L.1.8 and L.1.9. The Government will not entertain any questions or comments that are not in compliance with this format.

L.2 PROPOSAL PREPARATION

L.2.1 The proposal shall be prepared in a clear, legible, practical manner. In addition, the Offeror shall write the proposal in English and must be specific and complete as described in these instructions. Adherence to the prescribed format is required.

L.2.2 The proposal shall include:

L.2.2.1 One (1) signed and completed copy of the Standard Form 33 (SF 33), all solicitation amendments, and completed copy of the Representations and Certifications in Section K signed by a person authorized to enter into the proposed Basic Ordering Agreement on behalf of the Offeror. In the event of a conflict between the Offeror's proposal and the solicitation, the solicitation shall take precedence. Offerors that consist of teams or of joint venture partners may be required to provide proof that the person signing the proposal is authorized to do so.

L.2.2.2 Offeror is required to provide two (2) company individuals whose responsibilities will include reading and responding to ENs through ASSIST. For example, the Offerors Contract Manager, as an agent of the company might be the main agent responsible, but a second agent should be available in case of the main agents unavailability. The two (2) agents names, company titles, telephone numbers, facsimile numbers, and email addresses should be provided. A Title Page is allowable to provide for the restriction or disclosure and use of data as specified in FAR 52.215-1.

L.2.2.3 In order for the Government to review the Offerors Joint Venture (JV), if applicable, the Offeror shall submit the following information:

- (1) Documentation clearly explaining the responsibilities of each party to the JV agreement. In addition, the documentation should clearly explain the formation of the JV and procedures for acceptance of product and payment.
- (2) As the award may be predicted upon the composition of the JV, changing team composition after Step Two evaluation will only be allowed during the annual review of Basic Ordering Agreements or when new requirements are advertised.
- (3) The team lead company and point of contact for the JV shall be identified and responsibilities explained in detail.
- (4) Signed copies of all JV agreements and any other agreements, either formal or informal, identifying the roles and responsibilities of each business concern on the JV.
- (5) Company names, point of contact, business size, number of employees (including all affiliates) and description of work to be performed by members of the JV.
- (6) If other than a small business concern is part of the JV, a copy of the Small Business Administration (SBA) approved SBA Mentor-Prot'e9g'e9 Agreement is to be provided. Offeror should be aware of the SBAs regulations regarding affiliations to determine business size. Affiliation regulations are especially important when JVs are likely.

L.2.3 The Offeror's proposal shall be submitted as set forth in the RFP. The Offeror must not merely re-state the requirements stated in the RFP, but must provide narrative evidence in support of any statements relating to proposed capabilities or similar experience.

L.2.4 Offeror must be registered in the System for Award Management (SAM) system and have a Marketing Partner Identification Number (MPIN) and CAGE Code.

L.2.5 No classified material shall appear anywhere within the proposal.

L.2.6 Digital files must be compatible with Microsoft* Office 2007: Word, Excel, PowerPoint, or Access.

L.2.7 Adobe* PDF (Portable Document Format) Files. Scanned documents must be legible and capable of opening in Adobe Acrobat. PDF files are acceptable for all Attachments.

L.2.8 Email attachment names shall include the respective Offeror's name and file name from Table 2.1, i.e. Offeror's Name, Attachment 0003 Letter of Consent.doc.

L.2.9 Please note that we do not accept .zip files.

L.2.10 Offerors are requested to provide the information outlined in Table 2.1 in the following format:

- 1) All information proposed must fit within the fields provided on the Attachment 0002 - EAGLE Organizational Capability and Similar Experience Proposal Worksheet.
- 2) There are no font type requirements or restrictions, but the text should be easily readable (please note that font size shall be no smaller than 8-point).

Table 2.1

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 106 of 110 REPRINT MOD/AMD
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Name of Offeror or Contractor:

1. Required File Name: Attachment 0002 EAGLE Organizational Capability and Similar Experience Proposal Worksheet; see paragraph L.3.1.
2. Required File Name: Letter of Consent Attachment 0003; see paragraph L.4.4.
3. Required File Name: Standard Form 33 (SF 33), all solicitation amendments, and completed copy of Representations and Certifications in Section K; see paragraph L.2.2.1.
4. Required File Name: ASSIST POCs; see paragraph L.2.2.2.
5. Required File Name: Joint Venture information, if applicable; see paragraph L.2.2.3.
6. Required File Name: Past Performance References; see paragraph L.4.1.
7. Required File Name: Performance Questionnaire Attachment 0004; see paragraph L.4.5.

L.3 TECHNICAL FACTOR:

L.3.1 ORGANIZATION CAPABILITY AND SIMILAR EXPERIENCE:

L.3.1.1 The Offeror shall propose organizational capability and demonstrate experience in performing services similar to the required maintenance, supply, and transportation support services detailed in Attachment 0001 BOA PWS by completing Attachment 0002 EAGLE Organizational Capability and Similar Experience Proposal Worksheet. Each contract referenced shall have been performed within five years of the closing date of this Request for Proposal.

L.3.1.1.1 New Corporate entities may submit data on contracts involving its officers and key personnel. The Offeror shall discuss in detail the role performed by such persons in the contracts cited and the subsequent role of these individuals in the EAGLE Organizational and Similar Experience Proposal Worksheet (Attachment 0002). In addition, the corresponding performance must also be documented in the Performance Questionnaire (Attachment 0004) if such performance exists.

L.3.1.1.1.1 A New Corporate entity is defined as an existing corporate entity that has hired experienced personnel but does not have any relevant similar experience other than its proposed key personnel. Key personnel experience can be experience working as Government employees performing the relevant, similar work, or oversight of contractors performing the relevant, similar work, but typically, not as a contractor.

L.3.1.1.1.2 Information provided shall include the duties performed and responsibilities for performance of proposed duties by the key personnel stated in terms of the EAGLE functional subtasks on Attachment 0002. In cases where the experience was performed as a Government employee, the mission responsibility of the Government organization must be clearly stated or if it was only oversight of another contractor providing the service. It must also include the dates when experience was obtained to ensure it is recent in accordance with the terms of this solicitation.

L.3.1.2 Attachment 0002 - EAGLE Organizational Capability and Similar Experience Proposal Worksheet is provided as a template for proposing the organizational capability of the prime/team/joint venture and similar experience that supports any proposed organizational capability. Offerors are allowed up to 10 recent and relevant contracts on this worksheet. Attachment 0002 will only be accepted in PDF format. Instructions for completing attachment are below:

- (a) Line 1, Column D - Enter the name of the EAGLE Offeror.
- (b) Line 2, Column D Enter CAGE code of the EAGLE Offeror.
- (c) Line 5 through Line 52, Column E Enter Yes or No if Prime, Team, or Joint Venture proposes an organizational capability to perform the requirement in Column D of each line.
- (d) Line 5 through Line 33 Column F, Enter your similar experience as it relates to the organizational capability to perform the requirement in Column D (bulleted format). Include data that reflects similar experience of the contract performance of the subtask which reflects the magnitude of work performed in terms of full time equivalents, work orders, material release orders, lines of supply, value of managed items, fleet size, or number of movements supported, etc. Identify specific STAMIS/AIS examples where STAMIS/AIS were used. The similar experience should include only work performed by the Offeror/subcontractor this contract reference applies to. Any acronyms or abbreviations listed in the Attachment 0002 Organizational Capability and Similar Experience Proposal worksheet that are listed on the Abbrev-Acronym document (see Attachment 0005) may be used without first spelling out the complete definition of the acronym/abbreviation.
- (e) Line 5 through Line 33 In Column G, enter Contract number (and task order number if applicable) that provides the similar experience for the subtask in column D of each line. If similar experience is from services performed as a Prime contractor, list the Prime contract number. If similar experience is from services performed as a Subcontractor, list the subcontract number.
- (f) Line 5 through Line 33 In Column H, enter Contract Period of Performance for the contract referenced in Column G.
- (g) Line 5 through Line 33 In Column I, enter Location(s) of Performance for the contract referenced in Column H.
- (h) Line 5 Through Line 33 In Column J, enter the Prime for the contract referenced in Column H. If similar experience is from services performed as a Prime contractor, list the name of the EAGLE Offeror/Team Member/Joint Venture partner this reference applies to. If similar experience is from services performed by its officers/key personnel for a Prime contractor, list the name of the EAGLE Offeror/Team Member/Joint Venture partner and the name of the officer/key personnel this reference applies to. If similar experience is from services performed as a Subcontractor, enter n/a.
- (i) Line 5 Through Line 33 In Column K, enter the name of the contractor/subcontractor performing the similar experience in Column F and referenced in Column J, if different than Column K. If similar experience is from services performed as a Prime contractor enter

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198 MOD/AMD	Page 107 of 110 REPRINT
---------------------------	---	--

Name of Offeror or Contractor:

n/a. If similar experience is from services performed as a Subcontractor, list the name of the EAGLE Offeror/Team Member/Joint Venture partner this reference applies to. If similar experience is from services performed by its officers/key personnel for a Subcontractor, list the name of the EAGLE Offeror/Team Member/Joint Venture partner and the name of the officer/key personnel this reference applies to.

(j) Line 5 Through Line 33 In Column L, enter CAGE Code of the contractor/subcontractor this reference applies to.

(k) Line 5 Through Line 33 In Column M, enter the role of EAGLE team member this reference applies to: EO if the reference is for the EAGLE Offeror; TM if the reference is for a Team Member; JVP if the reference is for a Joint Venture Partner.

L.4 PAST PERFORMANCE

L.4.1 Offerors are allowed to submit a total of up to 10 recent/relevant contract references for use under a resultant Basic Ordering Agreement (BOA). The total of 10 recent/relevant references includes those references that are proposed on Attachment 0002. For all recent/relevant contract references (to include those proposed on Attachment 0002), Offerors are requested to submit a .pdf document which provides the following information for all proposed references:

- (a) The name and CAGE code for the contract reference provided.
- (b) The contract number (and task order number if applicable) or subcontract number (and the name of the officer/key personnel if applicable) which is recent/relevant to the immediate requirement that the team/joint venture partner or subcontractor demonstrated recent/relevant past performance.
- (c) Enter the Place(s) of Performance of contract.
- (e) Enter the Period of Performance of contract, beginning and end dates.
- (f) Offerors shall provide a brief narrative explanation of how/why the identified past performance is relevant (up to 100 words). However, the Government reserves the right to determine whether a service is the same or similar.
- (g) Identify two current Customer POCs with valid titles, phone numbers and e-mail addresses that can verify the information provided on the past performance of the contract provided.
- (h) If applicable, detail the relationship between the EAGLE team member and the referenced contractor.

L.4.2 These contract references should represent recent, relevant performance under Government, (Federal, state, local) and/or commercial contracts. Please note that references provided on classified contracts cannot be verified.

L.4.3 Any additional narratives beyond what is requested above are not required in this factor and will not be evaluated if provided.

L.4.4 The Offeror shall provide a consent letter for each teaming/joint venture partner or subcontractor using the Consent Form provided in Attachment 0003. This letter allows the release of the subcontractors present and past performance information to the Offeror.

L.4.5 Offerors must complete Performance Questionnaire, Attachment 0004, for each reference provided.

a. The Offeror shall identify all relevant contracts where it or its proposed teammates experienced any performance problems that occurred no earlier than five years prior to the closing date of this RFP. For each contract identified, the Offeror shall provide copies of any Contract Deficiency Reports (CDRs), cure notices, or show cause letters received regardless of whether or not the contract is provided as a contract reference in the Step Two BOA RFP. In addition, it shall describe the corrective actions taken to avoid recurrence of the problem, describe the extent to which the corrective action has been successful, and identify points of contact who can confirm the success of the corrective measures.

b. The Offeror shall disclose the contract number of all contracts that were terminated for default or terminated for cause, in whole or in part, no earlier than five years prior to the closing date of this RFP, for itself and its proposed teammates. The Offeror shall provide the reason for the termination. This request applies to all relevant contracts of the named parties regardless of whether or not it provided as a contract reference in the Step Two BOA RFP.

*** END OF NARRATIVE L0001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	MOD/AMD	Page 108 of 110 REPRINT
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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 BASIS FOR AWARD

M.1.1 A BOA will be executed to Offerors who are determined to be Acceptable in accordance with the evaluation criteria detailed in this section.

M.1.1.1 The Government will not execute a BOA with an Offeror who is determined unacceptable. Unsuccessful Offerors will be notified IAW FAR 15.503.

M.1.1.2 The Government reserves the right to: execute without discussions; make no BOA executions should no offer(s) prove to be acceptable based on the criteria set forth in this solicitation.

M.2 FACTORS TO BE EVALUATED

M.2.1 TECHNICAL FACTOR

M.2.1.1 Evaluation of the technical factor involves evaluation of a proposed organizational capability supported by similar experience. The organizational capability and similar experience evaluation involves analysis of the Attachment 0002 Organizational Capability and Similar Experience Proposal Worksheet submission. An Offeror must receive an acceptable rating in each evaluation criteria to receive an overall acceptable rating for the Technical Factor.

M.2.1.2 ORGANIZATIONAL CAPABILITY AND SIMILAR EXPERIENCE:

M.2.1.2.1 Evaluation of Attachment 0002 - Organizational Capability and Similar Experience Proposal Worksheet will be evaluated to determine an Offerors capability to perform maintenance, supply and transportation support services relative to the similar experience provided as follows:

M.2.1.2.1.1 Attachment 0002 - Organizational Capability and Similar Experience Proposal Worksheet Organizational Capability: The Offerors proposal, lines 1 and 2 column D, will be evaluated to determine if it identified the entity that will be the prime contractor.

M.2.1.2.1.2 Attachment 0002 - Organizational Capability and Similar Experience Proposal Worksheet Organizational Capability: The Offerors proposal, Lines 5-33, Column E, will be evaluated to determine if it entered Yes on each line, to signify an organizational capability to perform all subtasks.

M.2.1.2.1.3 Attachment 0002 - Organizational Capability and Similar Experience Proposal Worksheet Organizational Capability: The Offerors proposal, Lines 34-38 Column E, will be evaluated to determine if it entered Yes on a minimum of three lines to signify an organizational capability to perform a minimum of three PWS paragraph 1.2.1 representative mission groups, grouped as follows:

- (a) DOL made up of IMMA/CIF/SSA/TMP/ITO/ASP,
- (b) APS/Direct Theater Support/Theater Provided Equipment/ In-theater maintenance,
- (c) LBE/PDTE,
- (d) NEF/NET,
- (e) ARFORGEN/RESET

M.2.1.2.1.4 Attachment 0002 - Organizational Capability and Similar Experience Proposal Worksheet Organizational Capability: The Offerors proposal, Lines 39-43 Column E, will be evaluated to determine if it entered Yes on a minimum of three lines to signify an organizational capability to perform services for a minimum of three groups of equipment for maintenance from PWS paragraph 2.1, groups as follows:

- (a) Track vehicles, major weapon systems;
- (b) Tactical wheel, non tactical wheel, automotive, ground support equipment, small-engine driven devices, allied trades;
- (c) Armament, artillery, small arms;
- (d) Communications and electronics;
- (e) Construction / engineer equipment

M.2.1.2.1.5 Attachment 0002 - Organizational Capability and Similar Experience Proposal Worksheet Organizational Capability: The Offerors proposal, Lines 44-47 Column E, will be evaluated to determine if it entered Yes on a minimum of two lines to signify an organizational capability to perform services involving a minimum of two supply classes from PWS paragraph 2.2 grouped as follows:

- (a) Classes of Supply (I, II, IV),
- (b) Classes of Supply (III, IIIP),
- (c) Classes of Supply (VII, IX),
- (d) Class of Supply (V)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	Page 109 of 110 REPRINT
	MOD/AMD	

Name of Offeror or Contractor:

M.2.1.2.1.6 Attachment 0002 - Organizational Capability and Similar Experience Proposal Worksheet Organizational Capability: The Offerors proposal, Lines 48-52 Column E, will be evaluated to determine if it entered Yes on a minimum of three lines to signify an organizational capability to perform services involving a minimum of three groups of transportation capability areas, grouped as follows:

- (a) Personal Property/HHG,
- (b) Billing/Routing,
- (c) Issue/Receipt,
- (d) Deployment planning/movement
- (e) In-transit Visibility/Tracking

M.2.1.2.1.7 Offerors proposal provided in Attachment 0002 Organizational Capability and Similar Experience Proposal Worksheet, lines (see below) Column F will be evaluated to determine if it demonstrates similar experience supporting the proposed organizational capability to perform all of the following subtasks for each of the functional areas of maintenance, supply, and transportation:

- (a) Maintenance Subtasks: Installation Materiel Maintenance Activity (Line 5), Field Maintenance on Tactical Equipment (Line 6), Base Operation Equipment Maintenance (Line 12) and Use of applicable Standard Army Management Information Systems (STAMIS)/Army Information Systems (AIS) (Line 13)
- (b) Supply Subtasks: Supply Support Activity (SSA) Management (Line 14), Central Issue Facility (CIF) Operation for Organizational Clothing and Individual Equipment (OCIE) (Line 15), Installation Property Book (Line 19), and Equipment Management and Use of applicable STAMIS/AIS (Line 22).
- (c) Transportation Subtasks: Non-tactical Equipment Management (Line 23), Household Goods Operations (Line 26), Personnel and Cargo Movement Support (Line 27), Transportation Motor Pool (TMP) Operation Support Services (Line 29), Installation Transportation Office (ITO) (Line 32) and Use of applicable STAMIS/AIS (Line 33).

M.2.1.2.1.8 Offerors proposal provided in Attachment 0002 Organizational Capability and Similar Experience Proposal Worksheet, lines (see below) Column F will be evaluated to determine if it demonstrates similar experience supporting the proposed organizational capability to perform three or more of the following subtasks for each of the functional areas of maintenance, supply, and transportation:

- (a) Maintenance Subtasks: Installation Modification Work Order (MWO) (Line 7), Warranty Program Coordination (Line 8), Equipment Condition Classification (Line 9), Corrosion Protection Programs (Line 10), and Test, Measurement and Diagnostic Equipment (TMDE) program (Line 11)
- (b) Supply Subtasks: Individual Chemical Equipment Management Program (ICEMP) (Line 16), Property Accountability (Line 17), Ammunition Supply Operations and Ammunition Supply Point (ASP) Management (Line 18), Fuel Support (CL III Bulk) (Line 20), Central Receiving Point (Line 21)
- (c) Transportation Subtasks: Equipment Operator Training and Testing (Line 24), Railhead Operations (Line 25), Local Drayage Operations (Line 28), Unit Movement (Deployment/Redeployment) Support (Line 30), Arrival/Departure Airfield Control Group (A/DACG) (Line 31).

M.2.2 Technical Factor will be rated as follows:

- (a) Acceptable: Proposal clearly meets the minimum requirements of the solicitation.
- (b) Unacceptable: Proposal does not clearly meet the minimum requirements of the solicitation.

M.2.3 PAST PERFORMANCE

M.2.3.1 Past performance information is evaluated as a predictor of future contract performance. The Government will assess how well the Offeror performed on recent and relevant contracts to determine the expectation that the Offeror will successfully complete the requirements in accordance with the terms.

M.2.3.2 The Offeror will be assessed individually and/or collectively (in the case of teams, subcontractors and joint ventures) and the results will then be assessed in their totality to determine the Offerors Past Performance Evaluation Rating of Acceptable or Unacceptable.

M.2.3.3 In conducting the past performance evaluation, the Government intends to search the Past Performance Information Retrieval System (PPIRS), and Federal Awardee Performance and Integrity Information System (FAPIIS). The Government may use information obtained from any sources available. This may include relevant databases or known information about performance under recent/relevant contracts whether or not those contracts are disclosed to the Government by the Offeror, including but not limited to speaking with other Government agencies regarding past performance. The Government may also consider past performance information regarding predecessor companies, key personnel, other corporate entities, or subcontractors where such information is relevant to this acquisition. It may also use any significant past performance that occurs after the solicitation closing date and prior to execution of the Basic Ordering Agreement to include performance history of other EAGLE task orders.

M.2.3.4 Recency, as it pertains to past performance information, is a measure of the time that has elapsed since the past performance

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-12-R-0198	MOD/AMD	Page 110 of 110 REPRINT
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Name of Offeror or Contractor:

reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant. For the purpose of this requirement a recent contract is any contract, task order, and or/delivery order that was performed either as a prime or a subcontractor, with a period of performance anytime within the last five years prior to the closing date of this Request for Proposal (RFP.)

M.2.3.5 The relevancy of the past performance information will be evaluated as follows:

- (a) Relevant: Recent contracts which provide services in any of the three functional areas of Maintenance, Supply and/or Transportation services; representative missions; maintaining equipment; or managing classes of supply as outlined in the PWS.
- (b) Not Relevant: Recent contracts which did not provide services in any of the three functional areas of Maintenance, Supply and/or Transportation services; representative missions; maintaining equipment; or managing classes of supply as outlined in the PWS.

M.2.3.6 The Government may consider the recency, relevancy, source and contract of the past performance information it evaluates as well as general trends in performance and demonstrated corrective actions. A significant achievement, problem/problem resolution or lack of relevant data in any element can become an important consideration in the assessment process. A negative finding in any element may result in an overall unacceptable rating.

M.2.3.7 Past Performance Factor will be rated as follows:

- (a) Acceptable: Based on the Offerors performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort, or the Offerors performance record is unknown.
- (b) Unacceptable: Based on the Offerors performance record, the Government has a reasonable expectation the Offeror will not be able to successfully perform the required effort.

Note: In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305(a)(2)(iv)). Therefore, the Offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, unknown shall be considered acceptable.

M.2.3.8 The Government may also consider past performance information regarding predecessor companies, key personnel, other corporate entities, or subcontracts where such information is relevant to this acquisition.

*** END OF NARRATIVE M0001 ***