

Section B - Supplies or Services and Prices

SCHEDULE OF SERVICES

Section B - Supplies or Services and Prices

B.1 SCHEDULE OF SERVICES

Schedule of Services Excel Workbook (i.e. CLIN Structure) Attachment 6.

B.2 MAXIMUM CONTRACT CEILING AND MINIMUM CONTRACT GUARANTEE

a) The awardee’s pricing information will be incorporated into Section B of the resultant contract and will represent the ceiling pricing for the duration of the Indefinite-Delivery, Indefinite-Quantity (ID/IQ).

b) Maximum. The maximum contract ceiling value of this single-award procurement is established at $8 Billion dollars.

c) Minimum. The minimum guarantee is $5,000 dollars.

d) The Government has no obligation to issue Task Orders to the Contractor beyond the amount specified in paragraph (c).

B.3 SERVICE CONTRACT LABOR STANDARDS (SCLS) GENERAL EXEMPTION

The ID/IQ contract labor categories are considered bona fide executive, administrative, professional labor and are exempt from the SCLS if used to perform the type of professional IT services within the scope of this contract. The ID/IQ Contract does not include wage determinations or SCLS clauses.

B.4 TASK ORDER CONTRACT TYPES

Defense Enterprise Office Solution (DEOS) is a single-award ID/IQ Contract for Department of Defense that allows for the issuance of firm-fixed-price task orders. Cost reimbursable line items may be included in task orders for Travel and Other Direct Costs.

B.5 FIXED PRICE (FP) LABOR RATES

The firm-fixed-price labor rates proposed represent the Offeror’s fully-burdened fixed price hourly labor rates for each skill classification for work performed. These rates will be used as ceiling labor rates for pricing of all labor proposed under future fixed priced Task Orders issued under this ID/IQ Contract.

B.6 TRAVEL PRICING

Contractor personnel may be required to travel to support the requirements of this contract as stated in individual Task Orders (TOs). Local travel and travel outside of the local area may be required both in the United States, including its territories and possessions and Non-United States, territories and possessions. For those TOs requiring travel, the Contractor shall include estimated travel requirements in the proposal as required by the Ordering Contracting Officer (OCO), unless plug numbers are provided by the Government. Travel shall not commence without written consent in accordance with instructions in the TO.

If authorized in the Task Order, travel will be reimbursed at actual cost in accordance with the limitations set forth in FAR Subpart 31.205-46, Travel Costs. Profit shall not be applied to travel costs. To the extent authorized by the Task Order, Contractors may apply indirect costs to travel in accordance with the Contractor’s usual accounting practices consistent with FAR 31.2. The OCO must identify a not-to-exceed travel ceiling under a separate CLIN on the Task Order.

B.7 OTHER DIRECT COSTS (ODCs)

ODCs may consist of software, materials, and Task Order-related items that are incidental to the services being performed. The cost of general-purpose items required for the conduct of the Contractor’s normal business operations will not be considered an allowable ODC in the performance of this contract. Profit is not allowed on ODCs for any Task Order; however, applicable burdens are allowed in accordance with Contractor’s accounting practices. If applicable, the OCO must identify a not-to-exceed ODC ceiling under a separate CLIN on the Task Order.

B.8 WORK OUTSIDE THE UNITED STATES, INCLUDING ITS TERRITORIES AND POSSESSIONS

It is anticipated that there may be Task Orders under this contract for work in the Non-United States, territories and possessions.

The Contractor will be compensated for work performed pursuant to the Task Order. Standard references for pricing include:

The U.S. Department of State’s Bureau of Administration, Office of Allowances, (https://aoprals.state.gov/) publishes quarterly report indexes of living costs abroad, per-diem rate maximums, quarter’s allowances, hardship differentials, and danger pay allowances for Contractors to follow when proposing on locations outside of the United States, including its territories and possessions. No allowances, other than those listed by the U. S. Department of State, shall be allowed on Task Orders.

The Department of State Standardized Regulations (DSSR) are the controlling regulations for allowances and benefits available to all U.S. Government civilians assigned to foreign areas; however, Contractors assigned to Non-United States, territories and possessions under this contract shall not exceed the allowances and benefits in the DSSR.

For Non-United States, territories and possessions Task Orders where costs are not specifically addressed in the DSSR, the Government will reimburse the Contractor for all reasonable, allowable, and allocable costs in accordance with FAR 31, Contract Cost Principles and Procedures.

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| 0007 |  |  |  |  |  |
|  | Other Direct CostsCOST \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\* \*\*Refer to section B.7\*\*FOB: Destination |  |
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| 0008 |  |  |  |  |  |
|  | TravelCOST \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\* \*\*Refer back to section B.6\*\*FOB: Destination |  |
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| OPTION | NIPR EnvironmentFFPUnited States, Including its Territories and Possessions \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\*FOB: Destination  |  |
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| 1002 |  |  |  |  |  |
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| OPTION | SIPR EnvironmentFFPUnited States, Including Its Territories and Possessions \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\*FOB: Destination  |  |
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| 1004 |  |  |  |  |  |
| OPTION | SIPR EnvironmentFFPLocations outside the United States, Territories and Possessions \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\*FOB: Destination  |  |
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| 1005 |  |  |  |  |  |
| OPTION | D-DILFFPDenied, Disconnected, Intermittent, and Limited Bandwidth (D-DIL) NIPR Environment \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\*FOB: Destination  |  |
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| 1006 |  |  |  |  |  |
| OPTION | D-DILFFPDenied, Disconnected, Intermittent, and Limited Bandwidth (D-DIL) SIPR Environment \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\*FOB: Destination  |  |
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| 1007 |  |  |  |  |  |
| OPTION | Other Direct CostsCOST \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\* \*\*Refer to section B.7\*\*FOB: Destination |  |
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| 1008 |  |  |  |  |  |
| OPTION | TravelCOST \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\* \*\*Refer back to section B.6\*\*FOB: Destination |  |
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| 2001 |  |  |  |  |  |
| OPTION | NIPR EnvironmentFFPUnited States, Including its Territories and Possessions \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\*FOB: Destination  |  |
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| 2002 |  |  |  |  |  |
| OPTION | NIPR EnvironmentFFPLocations outside the United States, Territories and Possessions \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\*FOB: Destination  |  |
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| 2003 |  |  |  |  |  |
| OPTION | SIPR EnvironmentFFPUnited States, Including Its Territories and Possessions \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\*FOB: Destination  |  |
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| OPTION | SIPR EnvironmentFFPLocations outside the United States, Territories and Possessions \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\*FOB: Destination  |  |
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| 2005 |  |  |  |  |  |
| OPTION | D-DILFFPDenied, Disconnected, Intermittent, and Limited Bandwidth (D-DIL) NIPR Environment \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\*FOB: Destination  |  |
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| 2006 |  |  |  |  |  |
| OPTION | D-DILFFPDenied, Disconnected, Intermittent, and Limited Bandwidth (D-DIL) SIPR Environment \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\*FOB: Destination  |  |
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| 2007 |  |  |  |  |  |
| OPTION | Other Direct CostsCOST \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\* \*\*Refer to section B.7\*\*FOB: Destination |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 2008 |  |  |  |  |  |
| OPTION | TravelCOST \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\* \*\*Refer back to section B.6\*\*FOB: Destination |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 3001 |  |  |  |  |  |
| OPTION | NIPR EnviornmentFFPUnited States and PossessionsFOB: Destination  |  |
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| OPTION | NIPR EnvironmentFFPLocations outside the United States, Territories and Possessions \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\*FOB: Destination  |  |
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| 3003 |  |  |  |  |  |
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| 3005 |  |  |  |  |  |
| OPTION | D-DILFFPDenied, Disconnected, Intermittent, and Limited Bandwidth (D-DIL) NIPR Environment \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\*FOB: Destination  |  |
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| 3006 |  |  |  |  |  |
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| 3007 |  |  |  |  |  |
| OPTION | Other Direct CostsCOST \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\* \*\*Refer to section B.7\*\*FOB: Destination |  |
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| 3008 |  |  |  |  |  |
| OPTION | TravelCOST \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\* \*\*Refer back to section B.6\*\*FOB: Destination |  |
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| 4001 |  |  |  |  |  |
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| 4005 |  |  |  |  |  |
| OPTION | D-DILFFPDenied, Disconnected, Intermittent, and Limited Bandwidth (D-DIL) NIPR Environment \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\*FOB: Destination  |  |
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| 4006 |  |  |  |  |  |
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| 4007 |  |  |  |  |  |
| OPTION | Other Direct CostsCOST \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\* \*\*Refer to section B.7\*\*FOB: Destination |  |
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| 4008 |  |  |  |  |  |
| OPTION | TravelCOST \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\* \*\*Refer back to section B.6\*\*FOB: Destination |  |
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| 5001 |  |  |  |  |  |
| OPTION | NIPR EnvironmentFFPUnited States, Including its Territories and Possessions \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\*FOB: Destination  |  |
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| 5002 |  |  |  |  |  |
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| --- | --- | --- | --- | --- | --- |
| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 5003 |  |  |  |  |  |
| OPTION | SIPR EnvironmentFFPUnited States, Including Its Territories and Possessions \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\*FOB: Destination  |  |
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|  | NET AMT |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 5004 |  |  |  |  |  |
| OPTION | SIPR EnvironmentFFPLocations outside the United States, Territories and Possessions \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\*FOB: Destination  |  |
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|  | NET AMT |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 5005 |  |  |  |  |  |
| OPTION | D-DILFFPDenied, Disconnected, Intermittent, and Limited Bandwidth (D-DIL) NIPR Environment \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\*FOB: Destination  |  |
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|  | NET AMT |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 5006 |  |  |  |  |  |
| OPTION | D-DILFFPDenied, Disconnected, Intermittent, and Limited Bandwidth (D-DIL) SIPR Environment \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\*FOB: Destination  |  |
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|  | NET AMT |  |
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| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 5007 |  |  |  |  |  |
| OPTION | Other Direct CostsCOST \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\* \*\*Refer to section B.7\*\*FOB: Destination |  |
|  | ESTIMATED COST |  |
|  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 5008 |  |  |  |  |  |
| OPTION | TravelCOST \*\*See Schedule of Services (CLIN Structure) Attachment 06 for further information\*\* \*\*Refer back to section B.6\*\*FOB: Destination |  |
|  | ESTIMATED COST |  |
|  |  |  |

Section C - Descriptions and Specifications

SPECIAL INSTRUCTIONS

Section C - Descriptions and Specifications

**C1. IDENTIFICATION OF NON-DISCLOSURE REQUIREMENTS**

The Contractor shall have access to information, records, and live data which may be sensitive and/or proprietary, including information about Government files, source selection activities and processes, system vulnerabilities, data processing activities or functions, user IDs, passwords, and other sensitive information. The Contractor shall not divulge information about Government files, source selection activities and processes, or any other sensitive information to anyone not authorized to receive such information. The Contractor shall ensure that other persons are authorized to receive sensitive information before releasing it to them. See Attachment 15 for Non-Disclosure Agreement (NDA) for Contractor Personnel. The NDA must be executed between the Contractor employee and the Government before the employee has access to the Joint Information Environment (JIE) or Government furnished information. The NDA form may be revised during the life of the contract. Updated NDAs may be required throughout the life of the contract.

**C.2 DoD ENTERPRISE SERVICE MANAGEMENT FRAMEWORK (DESMF)**

All IT service requirements contained within the Functional Requirements Document (FRD) and Statement of Objectives (SOO), and the resultant Performance Work Statement (PWS) shall be conducted in accordance with the DESMF.

**C.3 CONTRACTOR FURNISHED EQUIPMENT**

Contractor Furnished Equipment (CFE) employed for remote access to a Government network must meet or exceed equivalent Government Furnished Equipment (GFE) cyber security computing requirements. The Contractor shall ensure that all CFE (hardware and software) employed to access these environments meet the following minimum Government cyber security requirements and provide periodic certification of compliance as a pre-requisite to being granted net-work access.

a) Use of personally-owned systems is prohibited;

b) Operating systems and applications must be configured for compliance with the applicable Security Technical Implementation Guides (STIGs);

c) DoD approved anti-virus and anti-spyware software must be installed and signatures must be configured to automatically update on a daily basis;

d) DoD approved host-level firewall must be utilized and configured to permit traffic by exception only, dropping all other traffic. If the host-level firewall provides intrusion detection or prevention, the signatures or rules must be updated at the same intervals as the antivirus software;

e) Computers must be Information Assurance Vulnerability Management (IAVM) compliant;

f) Computers must be scanned with the currently approved DoD scanner solution at a minimum of every 30 days. All vulnerabilities must be remediated and reported to the cognizant Information Assurance Manager;

g) Contractor employees must possess a current Government issued Common Access Card (CAC) and install Government certified CAC readers; and

h) Verification of compliance with these requirements must be provided to an appointed Government representative on a monthly basis.

Section D - Packaging and Marking

PACKAGING AND MARKING

D-1 All unclassified data and deliverable contract line items shall be preserved, packaged, packed and marked and must conform to normal commercial packing standards to assure safe delivery at destination.

D-2 Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated February 28, 2006 and the DD 254 - Contract Security Classification Specification.

D-3 The Contractor shall mark all shipments under this contract in accordance with the addition of ASTM-D-3951-90 “Standard Practice for Commercial Packaging” in effect on the date of the contract.

D-4 The Contractor shall comply with FED STD 313 (Symbols for Packages and Containers for Hazardous Industrial Chemical and Materials) to the extent applicable.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE CRIT

Section E - Inspection and Acceptance

**E.1 INSPECTION AND ACCEPTANCE CRITERIA**

Inspection and acceptance of all work, performance, reports and other deliverables will be conducted by the designated COR(s) at the task order-level.

The basis for acceptance shall be in compliance with the requirements set forth in the contract and/or task order. Deliverable items rejected under the resulting contract shall be corrected in accordance with the applicable instructions in the contract or task order-level PWS.

In addition, the COR(s) may solicit input from other Government entities such as the DISA Field Security Office (FSO) and applicable DoD Commands (e.g. Joint Interoperability Test Command (JITC)) based on the provisions and service level agreements prior to formal acceptance. The following criteria will be used as required for inspection and acceptance:

1. “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 deliverables, or approves specific services, as partial or complete in performance of the contract and subsequent task orders. Upon acceptance, the Government will own data rights to all reporting required in this contract, including as a minimum: all monitoring data of DoD use, design/architecture documentation, change control documentation, and all security validation reporting and documentation.
2. Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all deliverables provided and services performed under this contract shall, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract and subsequent task orders. The Contracting Officer or COR will give written notice of any defect or non-conformance to the Contractor within 30 days from the date of receipt by the Government. This notice shall state either that the:
* Contractor shall correct or re-perform any defective or non-conforming services; or
* Government does not require correction or re-performance.
1. If the Contractor is required to correct or re-perform, it shall be at no cost to the Government, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| CLIN  | INSPECT AT  | INSPECT BY  | ACCEPT AT  | ACCEPT BY  |
| 0001  | N/A  | N/A  | N/A  | Government  |
| 0002  | N/A  | N/A  | N/A  | Government  |
| 0003  | N/A  | N/A  | N/A  | Government  |
| 0004  | N/A  | N/A  | N/A  | Government  |
| 0005  | N/A  | N/A  | N/A  | Government  |
| 0006  | N/A  | N/A  | N/A  | Government  |
| 0007  | N/A  | N/A  | N/A  | Government  |
| 0008  | N/A  | N/A  | N/A  | Government  |
| 1001  | N/A  | N/A  | N/A  | Government  |
| 1002  | N/A  | N/A  | N/A  | Government  |
| 1003  | N/A  | N/A  | N/A  | Government  |
| 1004  | N/A  | N/A  | N/A  | Government  |
| 1005  | N/A  | N/A  | N/A  | Government  |
| 1006  | N/A  | N/A  | N/A  | Government  |
| 1007  | N/A  | N/A  | N/A  | Government  |
| 1008  | N/A  | N/A  | N/A  | Government  |
| 2001  | N/A  | N/A  | N/A  | Government  |
| 2002  | N/A  | N/A  | N/A  | Government  |
| 2003  | N/A  | N/A  | N/A  | Government  |
| 2004  | N/A  | N/A  | N/A  | Government  |
| 2005  | N/A  | N/A  | N/A  | Government  |
| 2006  | N/A  | N/A  | N/A  | Government  |
| 2007  | N/A  | N/A  | N/A  | Government  |
| 2008  | N/A  | N/A  | N/A  | Government  |
| 3001  | N/A  | N/A  | N/A  | Government  |
| 3002  | N/A  | N/A  | N/A  | Government  |
| 3003  | N/A  | N/A  | N/A  | Government  |
| 3004  | N/A  | N/A  | N/A  | Government  |
| 3005  | N/A  | N/A  | N/A  | Government  |
| 3006  | N/A  | N/A  | N/A  | Government  |
| 3007  | N/A  | N/A  | N/A  | Government  |
| 3008  | N/A  | N/A  | N/A  | Government  |
| 4001  | N/A  | N/A  | N/A  | Government  |
| 4002  | N/A  | N/A  | N/A  | Government  |
| 4003  | N/A  | N/A  | N/A  | Government  |
| 4004  | N/A  | N/A  | N/A  | Government  |
| 4005  | N/A  | N/A  | N/A  | Government  |
| 4006  | N/A  | N/A  | N/A  | Government  |
| 4007  | N/A  | N/A  | N/A  | Government  |
| 4008  | N/A  | N/A  | N/A  | Government  |
| 5001  | N/A  | N/A  | N/A  | Government  |
| 5002  | N/A  | N/A  | N/A  | Government  |
| 5003  | N/A  | N/A  | N/A  | Government  |
| 5004  | N/A  | N/A  | N/A  | Government  |
| 5005  | N/A  | N/A  | N/A  | Government  |
| 5006  | N/A  | N/A  | N/A  | Government  |
| 5007  | N/A  | N/A  | N/A  | Government  |
| 5008  | N/A  | N/A  | N/A  | Government  |

CLAUSES INCORPORATED BY REFERENCE

|  |  |  |  |
| --- | --- | --- | --- |
| 52.246-4  | Inspection Of Services--Fixed Price  | AUG 1996  |   |
| 52.246-5  | Inspection Of Services Cost-Reimbursement  | APR 1984  |   |
| 52.246-20  | Warranty Of Services  | MAY 2001  |   |

Section F - Deliveries or Performance

PERFORMANCE

Section F - Deliveries or Performance

**F.1 BASIC CONTRACT ORDERING PERIOD**

The ordering period of this contract is five years with five one-year option periods. The Contractor’s pricing submitted for contract year one will coincide with the contract award date. After the basic contract ordering period expires, the basic contract will remain an active contract until the final task order period of performance is completed and shall govern the terms and conditions with respect to active task orders to the same extent as if it were completed during the basic contract ordering period.

**F.2 TASK ORDER PERIOD OF PERFORMANCE**

The period of performance for each task order placed under the basic contract will be specified in the individual Task Order. All the following conditions apply:

Under no circumstances may a task order be placed under the basic contract if the basic contract has expired or been terminated;

No task orders may exceed five years, inclusive of options, from the date that the order is placed; and,

No task orders may extend more than five years after the expiration of the basic contract.

**F.3 TASK ORDER OPTION PERIODS**

Option periods on task orders may be exercised beyond the end of the ID/IQ ordering period if the option period was included and evaluated at initial issuance of the task order. In accordance with FAR 52.216-22, the contract shall govern the Contractor's and Government's rights and obligations with respect to any order issued during the effective period of this contract, including option periods that may be exercised after the Contract's ordering period has expired.

**F.4 TASK ORDER TRANSITION PLANS**

At the end of the task order period of performance, the incumbent Contractor shall transition activities to the incoming Contractor or to the sustainment Contractor with minimal disruption of services to the Government. The Contractor shall maintain sufficient qualified staff to meet all requirements of this effort. The Contractor shall submit a written transition plan unless designated otherwise by the OCO. The Contractor shall also identify those actions, plans, procedures, and timelines necessary to ensure a smooth transition-out for the follow-on Contractor. The Contractor shall provide a transition plan subject to Government approval. The Contractor shall provide transition information and briefings to the COR prior to expiration dates. Task orders issued under the ID/IQ contract may include transitions in/out requirements.

**F.5 PLACE OF PERFORMANCE**

The services to be provided under the basic contract shall be accomplished at the locations identified in the task orders and may include of the United States territories and possessions and locations outside of the United States territories and possessions. The place of performance and/or delivery requirements will be specified in each individual task order.

CLAUSES INCORPORATED BY REFERENCE

|  |  |  |  |
| --- | --- | --- | --- |
| 52.242-15  | Stop-Work Order  | AUG 1989  |   |
| 52.242-17  | Government Delay Of Work  | APR 1984  |   |
| 52.247-34  | F.O.B. Destination  | NOV 1991  |   |

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

|  |  |  |  |
| --- | --- | --- | --- |
| 252.204-0011  | Contract-wide: Proration  | SEP 2009  |   |
| 252.204-7006  | Billing Instructions  | OCT 2005  |   |
| 252.223-7006  | Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials  | SEP 2014  |   |
| 252.232-7006  | Wide Area WorkFlow Payment Instructions  | MAY 2013  |   |
| 252.239-7000  | Protection Against Compromising Emanations  | JUN 2004  |   |

CLAUSES INCORPORATED BY FULL TEXT

52.204-9000 Points of Contact (AUG 2005)

Contracting Officer

Name: Juan Marshall

Organization/Office Symbol: PSD/PL62

Phone No.:

E-Mail Address:

Contract Specialist

Name: Wayne Fagan

Organization/Office Symbol: PSD/PL62

Phone No.:

E-Mail Address:

Customer/COR Point of Contact

Name:

Organization/Office Symbol:

Phone No.:

E-Mail Address:

Contractor Point of Contact

Contractor Legal Business Name:

DUNS:

CAGE CODE:

Contractor POC:

E-Mail Address:

Phone Number:

Fax Number:

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

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

(a) Definitions. As used in this clause–

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

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

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

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

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

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

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

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

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

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

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

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

(End of clause)

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

**H.1 SECURITY CLEARANCES**

Individual task orders may require Secret or Top Secret (TS) Facility Site Clearances, or may not require a Facility Site Clearance at all. Contract awardees that do not possess the appropriate level Facility Site Clearance, prior to the contract award date, will not be permitted to propose on those Task Orders. Awardees who gain a TS Facility Site Clearance after award would be eligible to propose on subsequent TS level Task Orders. A TS Facility Site Clearance is not required at time of proposal submission for the ID/IQ awards.

The ID/IQ contract’s firm-fixed-price ceiling rates cover work at all classifications levels and will not be adjusted based on task order classification levels.

If an individual task order is issued by another agency, they may issue their own DD254 with their own specific security requirements for the individual task order.

The Contractor is responsible for providing personnel with appropriate security clearances to ensure compliance with Government security regulations, as specified on individual task orders. The Contractor shall fully cooperate on all security checks and investigations by furnishing requested information to verify the Contractor employee's eligibility for any required clearance.

**H.2 LOGISTICAL SUPPORT PRIVILEGES**

As specified on individual task orders, the Contractor may be required to provide support in Non-United States Territories and Possessions areas. At the discretion of the Military Theatre Commander, the Government may authorize use of the following (this is not an all-inclusive list):

1. Military or other U.S. Government Clubs, exchanges, or other non-appropriated fund organizations;
2. Military or other U.S. Government commissary stores;
3. Military or other U.S. Government postal facilities;
4. Utilities and services in accordance with priorities, rates or tariffs established by military or other

U.S. Government agencies;

1. Military Payment Certificate (MPC), where applicable;
2. Military or other U.S. Government banking facilities; and
3. Military or other U.S. Government provided telephones, lines, and services with direct dialing capability and access to the Defense Switched Network (DSN). The precedence of usage shall be coincident with the urgency of the requirement and in accordance with Government and Military regulations.

**H.3 LICENSE AGREEMENT OR TERMS OF USE**

The Contractor agrees that, in the event of any conflict or inconsistency between the terms of the Addendum, located in Section J (attachment 14), and the terms of the License Agreement. The terms of the Addendum will supersede and be controlling. The offeror acknowledges that the Addendum will become a binding part of the contract and all orders issued thereunder with the Government in the event its proposal is accepted and selected for award.

The Government accepts commercial terms in a License Agreement only to the extent that those terms do not conflict with Federal law and only to the extent those terms meet the Government’s needs.

**H.4 CONSISTENCY WITH COMMERCIAL OFFERINGS AND ENHANCEMENTS**

The Government intends to obtain services under the DEOS Cloud Service Offering (CSO) contract in a manner that is consistent with the CSO and enhancements. The DEOS CSO shall be comprised of components that are always up-to-date. Services at the user-level and all of the underlying infrastructure, including the operating system and service-level security patches, shall, as a minimum, provide content equivalent to user bundles provided by the Contractor to commercial subscribers.

As modifications and/or enhancements are made to the CSO (e.g., increased functionality or new service offerings that are currently being procured by the Government as a separately priced contract line item but may be included as part of the enhancement/modification), the Contractor shall provide the Government with the same modifications and/or enhancements at no additional cost to the Government.

**H.5 PRICING PARITY WITH COMMERICAL OFFERINGS AND PRICE REDETERMINATION**

The Government expects the Contractor to provide pricing to the Government that is equal to or better than pricing provided to the private sector for comparable commercially available service offerings throughout the life cycle of the contract. The pricing established in Section B of the contract is considered the ceiling pricing for orders under the indefinite delivery / indefinite quantity (ID/IQ) contract and discounts to the ceiling pricing are expected to ensure that the pricing offered to the Government remains equal to or better than discounted pricing offered to large scale private sector corporations for commensurate commercially available service offerings. The Contractor shall, at the request of the Contracting Officer, provide commercial price lists, information on discounts provided to other large commercial customers, and/or other forms of other than certified cost and pricing data to ensure that pricing under the contract is fair and reasonable based upon prevailing market pricing for comparable CSO at the time of task order issuance.

The Government reserves the right to conduct price redetermination under this contract should pricing being provided to the Government under the contract be higher than established pricing for commercial SaaS services comparable to the user groups specified in Section C of this contract. Within 45 calendar days (or sooner) of whenever the Contractor lowers its prices of its CSO, the Contractor shall submit a revised Contract CSO Price List at a rate (that is, a discount or premium in relation to the published commercial cloud price) no less favorable to the Government than the rate offered herein to the Government on the most similar product or service currently included in the Cloud Services Price list.

The Government’s review will be conducted 12 months after contract award, and then on a bi-annual basis (i.e., every two years) thereafter; however, the Government reserves the right to conduct more frequent reviews of market pricing to ensure that the Government receives the best value product at fair and reasonable prices for the duration of the contract. In the event that there is a lack of parity with commercial pricing for the same or similar services, the Contractor shall negotiate new pricing for the CSO that is fair and reasonable when compared to market conditions at the time of the negotiation. Any changes to established ceiling prices as a result of the redetermination will be incorporated into Section B of the contract via modification and will take precedence over ceiling prices established at the time of contract award. In addition, in the event that the re-determined pricing is less than the pricing established on active task orders under the contract, the lower price will be incorporated into the active task orders via modification. Reserving the right to conduct price redetermination does not commit the Government to conduct redetermination.

**H.6 INITIAL STAND-UP USER SUBSCRIPTIONS/LICENSES**

The DEOS will consist of six distinct environments as delineated in Section C. The Government will procure the minimum number of licenses required to stand-up the six distinct environments (i.e., established, accredited, and is operationally ready to support users). The minimum number of user licenses necessary to stand-up the various environments will be negotiated at the task order-level for each of the six environments.

User licenses required to consume the DEOS services will not be procured by the Government until such time that the initial stand-up of the specific environment is completed. The Government envisions the issuance of initial task orders to stand-up each of the six environments as delineated above. For illustration purposes, once the initial stand-up of the United States, Territories and Possessions NIPR environment is completed, the Government will procure user licenses and the associated services necessary to integrate, migrate and consume the DEOS services. Procurement of the user licenses and associated services may be accomplished via the issuance of a separate and distinct task order or may be included as pre-priced options within the initial stand-up task orders at the discretion of the Government. Pre-priced options for user licenses and associated services, if utilized, will not be exercised until such time that stand-up of the specific environment is completed.

**H.7 ASSOCIATE CONTRACTOR AGREEMENTS**

The Contractor shall enter into Associate Contractor Agreements (ACAs) for any portion of the contract requiring joint participation in the accomplishment of the DEOS requirement. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the integration of the DEOS solution which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract. Associate contractors will be identified by the Government. ACAs are not required between the prime contractor and its teaming partners under the contract. ACAs shall include the following general information:

1. Identification of the associate contractors and their relationships;
2. Identification of the program involved and the relevant Government contracts of the associate contractors;
3. Description of the associate contractor interfaces by general subject matter;
4. Specification of the categories of information to be exchanged or support to be provided;
5. Expiration date of the ACA; and,
6. Identification of potential conflicts between relevant Government contracts and the ACA (including agreements on protection of proprietary data and restrictions on employees).

Draft ACAs shall be provided to the Contracting Officer for review before execution of the ACA by the cooperating contractors. The Contractor shall not be relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate contractor. Liability for the improper disclosure of any proprietary data contained in or referenced by an ACA shall rest with the parties to the agreement, and not the Government. All costs associated with ACAs are included in the negotiated price of this contract. Agreements may be amended as required during the performance of this contract. The following contractors are associate contractors with whom agreements are required:

|  |  |  |
| --- | --- | --- |
| **Contractor** | **Address** | **Program / Contract** |
| To be provided |    |    |
|    |    |    |
|    |    |    |
|    |    |    |
|    |    |    |

**H.8 CONTRACT TRANSITION**

At the conclusion of the contract and task orders thereunder, or any other time directed by the Contracting Officer, the Contractor shall effect an orderly and efficient transition of the CSO from the incumbent Contractor team to the successor contractor’s team (or the Government). ACAs, as discussed in Section H.8., are mandatory between the incumbent Contractor and the successor contractor. The Contractor shall transition all Government data hosted in the CSO to the successor contractor (or the Government), as directed by the Contracting Officer. The Contractor shall not be relieved of any contract requirements, to include Service Level Agreements, or entitled to any adjustments to the contract terms during transition activities. Operational availability shall be maintained at the levels specified through the conclusion of the task order period of performance.

**H.9 GOVERNMENT PROCUREMENT TO BUY-BACK NON-UNITED STATES, TERRITORIES AND POSSESSIONS INFRASTRUCTURE**

Section B of the contract includes pricing for the Government to procure the Non-United States, Territories and Possessions NIPRNet and SIPRNet infrastructure from the Contractor in the event that it is determined to be in the best interest of the Government. Pricing for the procurement of the infrastructure from the Contractor is based upon a price per operational environment (i.e., NIPRNet/SIPRNet). The Government reserves the right to procure the infrastructure from the Contractor at any point during the contract at the prices specified in Section B of the negotiated contract. In the event that the Government determines to exercise the right to procure the infrastructure from the Contractor, the Contracting Officer will provide advanced written notification of its intent to the Contractor at least 60 days prior to initiating the formal contract action to procure the infrastructure. The result of this procurement is the transition of the Contractor’s role for all deployment models back to the Government or the successful offeror in subsequent acquisition. The term infrastructure as utilized in this section is defined as the DEOS collection of hardware, related equipment used to deploy, operate, monitor, manage and/or support the operational CSO that is placed inside of a DoD facility.

**H.10 INDEMNIFICATION**

The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability arising out of the performance of this contract, including costs and expenses, incurred as the result of the Contractor’s unauthorized introduction of copyrighted material, information subject to a right of privacy, and any libelous or other unlawful matter into Government data. The Contractor agrees to waive any and all defenses that may be asserted for its benefit, including (without limitation) the Government Contractor’s Defense.

The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability arising out of the performance of this contract, including costs and expenses, incurred as the result of (i) the Contractor’s unauthorized disclosure of trade secrets, copyrights, contractor bid or proposal information, source selection information, classified information, material marked “For Official Use Only”, information subject to a right of privacy or publicity, personally identifiable information as defined in [OMB Memorandum M-07-19](https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/memoranda/2007/m07-19.pdf) (July 12, 2006), or any record as defined in 5 U.S.C. § 552a; or (ii) the Contractor’s unauthorized introduction of any libelous or other unlawful matter into Government data. The contractor agrees to waive any and all defenses that may be asserted for its benefit, including without limitation the Government Contractor’s Defense.

In the event of any claim or suit against the Government on account of any alleged unauthorized disclosure or introduction of data or information arising out of the performance of this contract or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in the Contractor’s possession pertaining to such claim or suit. Such evidence and information shall be furnished at the expense of the Contractor; provided, however, that an equitable adjustment shall be made under this clause, and the contract modified in writing accordingly, if the claim or suit is withdrawn, settled, or adjudicated in favor of the Government, and the basis for the claim or suit, regardless of outcome, was not due to any act or omission of the Contractor.

The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor’s consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to any libelous or other unlawful matter contained in such data furnished to the Contractor by the Government and incorporated in data to which this clause applies. Further, this indemnity shall not apply to—

1. A disclosure or inclusion of data or information upon specific written instructions of the Contracting Officer directing the disclosure or inclusion of such information or data; or,
2. A third-party claim that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

Indemnification by the Contractor protects the Government when third parties sue the Government for a tort when the Service Provider, not the Government, was liable. Indemnification shall also allow the Government to recoup any costs related to a third party law suit. The Contractor shall indemnify the Government regarding third party torts relevant to the conduct of the contract.

Any other terms or conditions notwithstanding, this contract or agreement shall not and does not require the Government to (i) indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability, which would violate the Anti- Deficiency Act (31 U.S.C. § 1341) (ADA), or (ii) automatically renew this contract or agreement at any time in the future, which would violate the ADA. Any such provisions set forth in this contract or agreement are unenforceable against the Government.

**H.11 INSURANCE**

The Contractor shall have the necessary and relevant insurance to pay for any costs stemming from a breach of DoD data or to recover from any degradation of the service-related DoD capability. Prior to commencing performance under this contract, the Contractor shall provide proof of insurance to the Contracting Officer. The Contractor shall resubmit the proof of insurance within 30 days of notification of any material change that occurs during the performance of the contract. Any subcontracts under this contract that require work with or in support of storage and retrieval of electronic/digital government data and shall require subcontractors to provide and maintain the insurance required. The Contractor shall maintain a copy of all subcontractors’ proofs of required insurance and shall make copies available to the Contracting Officer upon request.

**H.12 JURISDICTION**

The Contractor shall only release DoD data pursuant to a court order from a United States (U.S.) Federal Court. The Service Provider shall not place or transfer DoD data into or through a foreign jurisdiction such that any servers would be subject to the laws of that jurisdiction or otherwise risk DoD data being seized by the foreign Government.

**H.13 LAW ENFORCEMENT**

The Contractor shall acknowledge and affirm that United States (U.S.) Federal law enforcement officials do not need a warrant or a subpoena to access Government data on any system or media employed by the Contractor or their subcontractors or other partners, or allies, to deliver or otherwise support the contracted service for the U.S. Government, subject to requirements for access to classified information and release thereof, if applicable. As specified by the Contracting Officer, the Contractor shall provide immediate access to all Government data and Government-related data impacting Government data for review, scan, or conduct of a forensic evaluation and physical access to any contractor facility with Government data.

If the Government data is co-located with the non-Government data, the Contractor shall isolate the Government data into an environment where it may be reviewed, scanned, or forensically evaluated in a secure space with access limited to authorized Government personnel identified by the Contracting Officer, and without the Contractor’s involvement. The Contractor shall record all physical access to the cloud storage facilities and all logical access to the Government data. This may include the entrant’s name, role, purpose, account identification, entry and exit time. Such records shall be provided to the Contracting Officer or designee in accordance with the contract or upon request to comply with federal authorities.

**H.14 NOTIFICATION**

The Contractor shall notify the Government within 60 minutes of any warrants, seizures, or subpoenas it receives, including those from another Federal Agency that could result in the loss or unauthorized disclosure of any Government data. The Contractor shall cooperate with the Government to take all measures to protect Government data from any loss or unauthorized disclosure that might reasonably result from the execution of any such warrant, seizure, subpoena, or similar legal process.

**H.15 ADDITIONAL SECURITY**

Security requirements are a material condition of this contract. This contract shall be subject to immediate termination for default, without the requirement for a cure notice, when it has been determined by the Contracting Officer that a failure to fully comply with the security requirements of this contract resulted from the willful misconduct or lack of good faith on the part of any one of the Contractor's directors or officers, or on the part of any of the managers, superintendents, or equivalent representatives of the Contractor who have supervision or direction of:

1. All or substantially all of the Contractor's business; or
2. All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or
3. A separate and complete major industrial operation in connection with the performance of this contract.

When deficiencies in the Contractor's security program are noted which do not warrant immediate default, the Contractor shall be provided a written notice of the deficiencies and be given a period of 90 days (or other period as specified by the OCO) in which to take corrective action. If corrective action is not completed in the given period, the Contracting Officer may terminate the whole or any part of this contract for default. The Contractor shall maintain and administer, in accordance with all relevant clauses and provisions set forth or incorporated into this contract, a security program that meets the requirements of these documents.

**H.16 FedRAMP/DoD PROVISIONAL AUTHORIZATION (PA) WARNING(S) AND REPORTING**

In accordance with the DoD CC Security Requirements Guide (SRG), the Contractor (i.e. Cloud Service Provider, Reseller, etc.) shall notify the Government immediately (within one business day of receipt) if they are issued warning(s) or notifications of pending changes in FedRAMP Joint Authorization Board (JAB) Provisional Authorization(s) (PA) which could jeopardize authorization of ‎the provisional and/or final authorization to connect. If the Contractor does not notify the Government within the specified timeframe (i.e. within one business day of receipt), the Government reserves the right to terminate the contract depending on the severity of the incident.

The Contractor shall provide all reports required to be completed; including self-assessments required by the FedRAMP Continuous Monitoring Strategy Guide to the Agency’s designated security point of contact. In addition, the Government may request additional reports based on data required to be collected by FedRAMP’s continuous monitoring requirements. If requested, the Contractor will provide the report to the Government within 10 calendar days.

**H.17 OPERATIONS SECURITY (OPSEC) REQUIREMENTS**

As defined in DoD Directive 5205.02 and [DoD 5205.02-M](https://fas.org/irp/doddir/dod/d5205_02.pdf), Operations Security (OPSEC), sensitive information is information requiring special protection from disclosure that could cause compromise or threat to our national security, any organization, activity, family member, civilian or contractor. Critical Information is defined as information important to the successful achievement of U.S. objectives and missions, or which may be of use to an adversary of the United States. It consists of specific facts about friendly capabilities, activities, limitations (includes vulnerabilities), and intentions needed by adversaries for them to plan and act effectively so as to degrade friendly mission accomplishment. All critical information is sensitive, but not all sensitive information is critical.

The Contractor shall not release sensitive information to the general public without prior written approval from the Contracting Officer. All contractor requests to release sensitive information shall be in writing and clearly explain the necessity for release of the information and consequences if approval is not granted. Contractor employees who are U.S. citizens shall be provided access to sensitive information on a "need to know" basis required to fulfill the terms and conditions of the contract. Foreign National (FN) employees’ access to information will be limited to non-sensitive information. FN access to sensitive information will be approved in writing by the Contracting Officer on a case-by-case basis, and will be strictly limited to the information that the employee must know in order to fulfill the terms and conditions of the contract and/or order.

The Contracting Officer will provide the Contractor with a list of known Critical Information (CI) pertinent to contract requirements and threat information pertinent to contract and/or task order location as soon as possible after award. Critical Information and threat information shall be used by the Contractor’s appointed OPSEC Manager to prepare an OPSEC Plan.

The Contractor shall be responsible for establishing and maintaining an OPSEC program to adequately manage, protect and control sensitive information that has been provided or generated under the contract. The Contractor shall prepare and submit a written OPSEC Plan to the Contracting Officer for approval IAW DD 1423 within 30 business days after receipt of any CI/threat from the list provided. The Contracting Officer will coordinate with the Government OPSEC Officer and advise the Contractor in writing of the approval, conditional approval or disapproval of the plan within 10 business days of receipt.

The Contractor shall conduct annual self-assessments of their OPSEC program and submit annual written assessments to the Contracting Officer in the anniversary month of contract award. OPSEC Assessment checklists and sample assessment responses will be provided in advance by the Government as tools to aid the Contractor in assessing their OPSEC program.

The Contractor shall provide OPSEC training to all employees regarding the safeguarding of sensitive information prior to employees being allowed access to such information, and annually thereafter.

The Contractor shall destroy all sensitive program material at the completion of the contract so as to ensure the information cannot be accessed or utilized for any purpose and notify the Contracting Officer in writing of its destruction.

These same requirements will flow down to all subcontractors working on or provided any sensitive information related to the contract.

**H.18 EMERGENCY MAINTENANCE**

The Contractor shall make arrangements with the Government to ensure that any emergency or unscheduled maintenance that will affect the Government’s ability to use the proposed CSO is reported to the Government via the COR.in advance, with as much lead time as possible. Information shall be provided that enables Government to effectively assess the planned activity for purposes of understanding which CSO products/services may be affected and for determining appropriate contingency mechanisms. To ensure timely updates subsequent to Government notification, the Contractor shall make arrangements with the Government to ensure that the COR is kept informed of emergency maintenance progress, to including notification when the activity is completed, and has proper contact information to the person whom is working the issues..

**H.19 PLANNED AND SCHEDULED MAINTENANCE**

The Contractor shall make arrangements with the Government to ensure that any Planned Maintenance that will affect the Government’s ability to use the proposed CSO is reported to the COR in advance, with as much lead time as possible. The Government will also monitor the appropriate Contractor’s web pages (i.e., portals, dashboards, etc.), if available, to maintain an awareness of Scheduled Maintenance affecting operations and will take the appropriate operational steps to minimize impact and accommodate the Scheduled Maintenance.

**H.20 PATCHING AND VULNERABILITY MANINTENANCE**

The Contractor shall be responsible for all patching and vulnerability management (PVM) of software and other systems’ components supporting services provided under this agreement so as to prevent proactively the exploitation of IT vulnerabilities that may exist within the Contractor’s operating environment. Such patching and vulnerability management shall meet the requirements and recommendations of NIST SP 800-40, with special emphasis on assuring that the Contractor’s PVM systems and programs apply standardized configurations with automated continuous monitoring of the same to assess and mitigate risks associated with known and unknown IT vulnerabilities in the Contractor’s operating environment. Furthermore, the Contractor shall apply standardized and automated acceptable versioning control systems that use a centralized model to capture, store, and authorize all software development control functions on a shared device that is accessible to all developers authorized to revise software supporting the services provided under this agreement. Such versioning control systems shall be configured and maintained so as to assure all software products deployed in the Contractor’s operating environment and serving the Government are compatible with existing systems and architecture of the Government.

**H.21 PERSONAL CONDUCT**

The Contractor is subject to standards of conduct established and maintained by the Office of Employment, Diversity and Inclusion (OEDI).

**H.22 MARKETING/PUBLIC RELEASES**

The Government requires the review and approval of any Press/News Releases under this contract, to include Marketing / Promotional Materials and Brochures by a Contractor (or Subcontractor) that is DEOS-related, including information on the Contractor’s webpage(s). Requests for reviews and approvals shall come through the PCO.

**H.23 ENDORSEMENT**

The Contractor may not use the name, seal, logo or other readily identifiable indicia of any Government agency or organization in such a way that may be construed as advertising or endorsement by the Government of the Contractor. The Contractor may include within a list or display of the Contractor’s customers for the purposes of advertising or publicity the names, seals, logos or other indicia of Government agencies and organizations that have entered into contracts with the Contractor. However, it must not be stated or implied that the Government in any way recommends or endorses the products or services of the Contractor.

**H.24 DATA BREACH AND INCIDENT REPORTING**

The Contractor shall adopt and maintain administrative, technical, and physical safeguards and controls to protect and remedy data breaches, if any, of Government data. The Contractor shall submit reports of cyber incidents through approved reporting mechanisms, as specified in [CJCSM 6510.01B](http://www.jcs.mil/Portals/36/Documents/Library/Manuals/m651001.pdf?ver=2016-02-05-175710-897), Enclosure C, Section 4. The Contractor’s existing notification mechanisms that are already in place to communicate between the Contractor and its customers for some or all classes of Computer Network Defense (CND) information may be used, as long as those mechanisms demonstrate a level of assurance, equivalent to the listed encrypted mechanisms, for the confidentiality and integrity of the information.

CLAUSES INCORPORATED BY REFERENCE

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| 252.211-7003  | Item Unique Identification and Valuation  | MAR 2016  |   |

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52.211-9000 REQUIREMENT TO SUBMIT AN ELECTRONIC PRODUCT LIST (OCT 2015)

The contractor shall submit the following in addition to complying with all requirements of DFARS 252.211-7003, Item Identification and Valuation:

(a) Complete the Electronic Product List (EPL) attached to this contract for all products delivered under this contract. If a copy of the EPL has not been provide with the contract document, the EPL should be obtained from the Contracting Officer. A separate EPL shall be submitted each time products are delivered under this contract, including when products are replaced through a warranty or service support agreement.

(b) The EPL shall be delivered electronically for review and approval to the Acceptor identified as the Customer/COR/TM Point of Contact in the clause at 52.204-9000, Points of Contact if method of payment is via the government purchase card, or the WAWF point of contact identified in the clause at DFARS 252.232-7006, Wide Area WorkFlow Payment Instructions for contracts process through WAWF. A copy of the EPL shall also be submitted to the Manpower, Personnel and Security (MPS) Directorate at the following email address: disa.meade.mps.list.mps31-warehouse-branch-cam-l@mail.mil.

(c) The contractor shall submit the EPL to the Acceptor and MPS in advance of or concurrently with delivery of products. The Acceptor will not accept products delivered under this contract until the EPL is approved.

(d) If the EPL is delivered in advance of the products, the Acceptor will notify the contractor via email if the list is approved or disapproved. If the EPL is delivered concurrently with the products, acceptance of the products delivered via WAWF will also serve as approval of the EPL.

(End of clause)

**DITCO Points of Contact**

**Contracting Officer**

Name:

Organization: DISA/DITCO/AQSS

Phone No.: (618) 229- DSN:779

E-Mail: @scott.disa.mil

**Contract Specialist**

Name:

Organization: DISA/DITCO/AQSS

Phone No.: (618) 229- DSN:779

E-Mail: @scott.disa.mil

**Electronic invoices may be sent to:**

invoicereceipt@scott.disa.mil

Questions regarding invoices may be directed to (618) 229-9228

Vendors may check the status of invoices at the following web site:

<http://www.dfas.mil/money/vendor>

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

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| --- | --- | --- | --- |
| 52.203-7  | Anti-Kickback Procedures  | MAY 2014  |   |
| 52.203-17  | Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights  | APR 2014  |   |
| 52.204-2  | Security Requirements  | AUG 1996  |   |
| 52.204-7  | System for Award Management  | OCT 2016  |   |
| 52.204-13  | System for Award Management Maintenance  | OCT 2016  |   |
| 52.204-18  | Commercial and Government Entity Code Maintenance  | JUL 2016  |   |
| 52.215-23  | Limitations on Pass-Through Charges  | OCT 2009  |   |
| 52.216-19  | Order Limitations  | OCT 1995  |   |
| 52.222-41  | Service Contract Labor Standards  | MAY 2014  |   |
| 52.222-42  | Statement Of Equivalent Rates For Federal Hires  | MAY 2014  |   |
| 52.222-43  | Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)  | MAY 2014  |   |
| 52.224-1  | Privacy Act Notification  | APR 1984  |   |
| 52.224-2  | Privacy Act  | APR 1984  |   |
| 52.225-19  | Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States  | MAR 2008  |   |
| 52.232-1  | Payments  | APR 1984  |   |
| 52.232-8  | Discounts For Prompt Payment  | FEB 2002  |   |
| 52.232-17  | Interest  | MAY 2014  |   |
| 52.232-18  | Availability Of Funds  | APR 1984  |   |
| 52.232-19  | Availability Of Funds For The Next Fiscal Year  | APR 1984  |   |
| 52.232-20  | Limitation Of Cost  | APR 1984  |   |
| 52.232-22  | Limitation Of Funds  | APR 1984  |   |
| 52.232-23  | Assignment Of Claims  | MAY 2014  |   |
| 52.232-32  | Performance-Based Payments  | APR 2012  |   |
| 52.232-36  | Payment by Third Party  | MAY 2014  |   |
| 52.232-40  | Providing Accelerated Payments to Small Business Subcontractors  | DEC 2013  |   |
| 52.239-1  | Privacy or Security Safeguards  | AUG 1996  |   |
| 52.243-1  | Changes--Fixed Price  | AUG 1987  |   |
| 52.245-9  | Use And Charges  | APR 2012  |   |
| 52.246-5  | Inspection Of Services Cost-Reimbursement  | APR 1984  |   |
| 252.203-7000  | Requirements Relating to Compensation of Former DoD Officials  | SEP 2011  |   |
| 252.203-7002  | Requirement to Inform Employees of Whistleblower Rights  | SEP 2013  |   |
| 252.203-7003  | Agency Office of the Inspector General  | DEC 2012  |   |
| 252.204-7000  | Disclosure Of Information  | OCT 2016  |   |
| 252.204-7000  | Disclosure Of Information  | OCT 2016  |   |
| 252.204-7003  | Control Of Government Personnel Work Product  | APR 1992  |   |
| 252.204-7005  | Oral Attestation of Security Responsibilities  | NOV 2001  |   |
| 252.204-7008  | Compliance With Safeguarding Covered Defense Information Controls  | OCT 2016  |   |
| 252.204-7009  | Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information  | OCT 2016  |   |
| 252.204-7015  | Notice of Authorized Disclosure of Information for Litigation Support  | MAY 2016  |   |
| 252.205-7000  | Provision Of Information To Cooperative Agreement Holders  | DEC 1991  |   |
| 252.208-7000  | Intent To Furnish Precious Metals As Government--Furnished Material  | DEC 1991  |   |
| 252.209-7004  | Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism  | OCT 2015  |   |
| 252.211-7007  | Reporting of Government-Furnished Property  | AUG 2012  |   |
| 252.215-7008  | Only One Offer  | OCT 2013  |   |
| 252.216-7006  | Ordering  | MAY 2011  |   |
| 252.219-7003  | Small Business Subcontracting Plan (DOD Contracts)--Basic  | MAR 2016  |   |
| 252.225-7012  | Preference For Certain Domestic Commodities  | DEC 2017  |   |
| 252.226-7001  | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns  | SEP 2004  |   |
| 252.227-7003  | Termination  | AUG 1984  |   |
| 252.227-7013  | Rights in Technical Data--Noncommercial Items  | FEB 2014  |   |
| 252.227-7014  | Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation  | FEB 2014  |   |
| 252.227-7015  | Technical Data--Commercial Items  | FEB 2014  |   |
| 252.227-7016  | Rights in Bid or Proposal Information  | JAN 2011  |   |
| 252.227-7017  | Identification and Assertion of Use, Release, or Disclosure Restrictions  | JAN 2011  |   |
| 252.227-7019  | Validation of Asserted Restrictions--Computer Software  | SEP 2016  |   |
| 252.227-7020  | Rights In Special Works  | JUN 1995  |   |
| 252.227-7028  | Technical Data or Computer Software Previously Delivered to the Government  | JUN 1995  |   |
| 252.227-7030  | Technical Data--Withholding Of Payment  | MAR 2000  |   |
| 252.227-7037  | Validation of Restrictive Markings on Technical Data  | SEP 2016  |   |
| 252.232-7007  | Limitation Of Government's Obligation  | APR 2014  |   |
| 252.232-7010  | Levies on Contract Payments  | DEC 2006  |   |
| 252.232-7013  | Performance-Based Payments--Deliverable-Item Basis  | APR 2014  |   |
| 252.237-7010  | Prohibition on Interrogation of Detainees by Contractor Personnel  | JUN 2013  |   |
| 252.237-7023  | Continuation of Essential Contractor Services  | OCT 2010  |   |
| 252.237-7024  | Notice of Continuation of Essential Contractor Services.  | OCT 2010  |   |
| 252.239-7001  | Information Assurance Contractor Training and Certification  | JAN 2008  |   |
| 252.239-7002  | Access  | DEC 1991  |   |
| 252.239-7004  | Orders For Facilities And Services  | NOV 2005  |   |
| 252.239-7005  | Rates, Charges, And Services  | NOV 2005  |   |
| 252.239-7006  | Tariff Information  | JUL 1997  |   |
| 252.239-7007  | Cancellation Or Termination Of Orders  | NOV 2005  |   |
| 252.239-7008  | Reuse Arrangements  | DEC 1991  |   |
| 252.239-7010  | Cloud Computing Services  | OCT 2016  |   |
| 252.239-7016  | Telecommunications Security Equipment, Devices, Techniques, And Services  | DEC 1991  |   |
| 252.239-7017  | Notice of Supply Chain Risk  | NOV 2013  |   |
| 252.239-7018  | Supply Chain Risk  | OCT 2015  |   |
| 252.243-7001  | Pricing Of Contract Modifications  | DEC 1991  |   |
| 252.243-7002  | Requests for Equitable Adjustment  | DEC 2012  |   |
| 252.244-7000  | Subcontracts for Commercial Items  | JUN 2013  |   |
| 252.245-7001  | Tagging, Labeling, and Marking of Government-Furnished Property  | APR 2012  |   |
| 252.245-7002  | Reporting Loss of Government Property  | DEC 2017  |   |
| 252.245-7003  | Contractor Property Management System Administration  | APR 2012  |   |
| 252.245-7004  | Reporting, Reutilization, and Disposal  | DEC 2017  |   |
| 252.247-7023  | Transportation of Supplies by Sea  | APR 2014  |   |
| 252.249-7000  | Special Termination Costs  | DEC 1991  |   |

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52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

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

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional

information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices

(including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

 (v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to

organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

 (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new

releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract

information residing in or transiting through its information

system.

 (End of clause)

52.209-9000 ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (OCCI) (DEC 2014)

(a) An offeror shall identify in its proposal, quote, bid or any resulting contract, any potential or actual Organizational and Consultant Conflicts of Interest (OCCI) as described in FAR Subpart 9.5. This includes actual or potential conflicts of interests of proposed subcontractors. If an offeror identifies in its proposal, quote, bid or any resulting contract, a potential or actual conflict of interests the offeror shall submit an Organizational and Consultant Conflicts of Interest Mitigation Plan to the contracting officer. The Organizational and Consultant Conflicts of Interest Mitigation Plan shall describe how the offeror addresses potential or actual conflicts of interest and identify how they will avoid, neutralize, or mitigate present or future conflicts of interest.

(b) Offerors must consider whether their involvement and participation raises any OCCI issues, especially in the following areas when:

(1) Providing systems engineering and technical direction.

(2) Preparing specifications or work statements and/or objectives.

(3) Providing evaluation services.

(4) Obtaining access to proprietary information.

(c) If a prime contractor or subcontractor breaches any of the OCCI restrictions, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the government may take appropriate action, including terminating the contract, in additional to any remedies that may be otherwise permitted by the contract or operation of law.

(End of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (JAN 2017)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes'', as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic

Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. 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.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C.

7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C.

chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other

Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) System for Award Management (SAM). (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the SAM database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the

Contractor indicated in the contract will be considered to be incorrect information within the meaning of the “Suspension of Payment” paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the “Suspension of payment” paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <https://www.acquisition.gov>.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the

Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an ``I agree'' click box or other comparable mechanism (e.g., ``click-wrap'' or ``browse-wrap'' agreements), execution does not bind the Government or any

Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

 (End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2017)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

X (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

X (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

\_\_\_\_ (10) [Reserved]

\_\_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (NOV 2011) of 52.219-3.

X (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_\_ (ii) Alternate I (JAN 2011) of 52.219-4.

\_\_\_\_ (13) [Reserved]

\_\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (NOV 2011).

\_\_\_\_ (iii) Alternate II (NOV 2011).

\_\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).

X (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).

\_\_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.

X (iii) Alternate II (Nov 2016) of 52.219-9.

\_\_\_\_ (iv) Alternate III (Nov 2016) of 52.219-9.

\_\_\_\_ (v) Alternate IV (Nov 2016) of 52.219-9.

X (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

\_\_\_\_ (19) 52.219-14, Limitations on Subcontracting (JAN 2017) (15 U.S.C. 637(a)(14)).

X (20) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

X (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

\_\_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

\_\_\_\_(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

X (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

X (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

\_\_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

\_\_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (OCT 2015) of 52.223-13.

\_\_\_\_ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.

\_\_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_ (41)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

\_\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_\_ (43) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

X (44) 52.223-21, Foams (June, 2016) (E.O. 13693).

\_\_\_\_ (45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.

\_\_\_\_ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_\_ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L.

103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

\_\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_\_ (48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_\_ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

X (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_\_ (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

\_\_\_\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (55) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

 X (56) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

X (57) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

\_\_\_\_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

X (59) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(12)).

\_\_\_\_ (60)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

\_\_\_\_\_(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

\_\_\_\_\_ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

\_\_\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

\_\_\_\_\_(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

\_\_\_\_\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

\_\_\_\_\_ (11) 52.237-11, Accepting and Dispensing of $1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1)in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) X (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

\_\_\_\_\_ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xvii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv)52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xvii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xviii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xix) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xx) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding       dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is      dollars.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 120 months.

(End of clause)

52.222-50 COMBATING TRAFFICKING IN PERSONS (MAR 2015)

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

Agent means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

Coercion means--

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

Commercially available off-the-shelf (COTS) item means--

(1) Any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person.

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person--

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of--

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

Severe forms of trafficking in persons means--

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

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

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not--

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

(5)(i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker,

basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;

(ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

(6) Charge employees recruitment fees;

(7)(i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--

(A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an

enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging

recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall--

 (1) Notify its employees and agents of--

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. (1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of--

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the

solicitation or contract, which requires disclosure to the agency

Office of the Inspector General when the Contractor has credible

evidence of fraud); and

(ii) Any actions taken against a Contractor employee,

subcontractor, subcontractor employee, or their agent pursuant to

this clause.

(2) If the allegation may be associated with more than one

contract, the Contractor shall inform the contracting officer for

the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the

Government, the Contractor's failure to comply with the requirements

of paragraphs (c), (d), (g), (h), or (i) of this clause may result

in--

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation. (1) The Contractor shall, at a minimum--

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22

U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent

or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not--

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from--

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan. (1) This paragraph (h) applies to any portion of the contract that--

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds $500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate--

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet

applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier

and at any dollar value from engaging in trafficking in persons

(including activities in paragraph (b) of this clause) and to

monitor, detect, and terminate any agents, subcontracts, or

subcontractor employees that have engaged in such activities.

(4) Posting. (i) The Contractor shall post the relevant contents

of the compliance plan, no later than the initiation of contract

performance, at the workplace (unless the work is to be performed in

the field or not in a fixed location) and on the Contractor's Web

site (if one is maintained). If posting at

the workplace or on the Web site is impracticable, the Contractor

shall provide the relevant contents of the compliance plan to each

worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that--

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either--

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h)

of this clause apply only to any portion of the subcontract that--

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds $500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification

shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.237-9001 ENTERPRISE-WIDE Contractor Manpower Reporting Application (eCMRA) Reporting (JAN 2015)

The contractor shall ensure ALL contractor labor hours including subcontractor, at all levels/tiers, labor hours required for the performance of services provided under this contract are reported via a secure data collection site.

The contractor and all subcontractors, at all levels/tiers, providing direct labor under this contract shall report complete and accurate data for the labor executed during the period of performance during each Government fiscal year (FY), which runs from October 1 to September 30. The Contractor shall input the data into the appropriate eCMRA reporting tool, which can be accessed via a secure web site at <http://www.ecmra.mil/>. There are four separate eCMRA tools: Army, Air Force, Navy and All Other Defense Components. The appropriate eCMRA reporting tool to use is determined by the requiring activity being supported (e.g., if DISA awards a contract for an Air Force requiring activity, the contractor shall load the required reporting data in the “Department of Air Force CMRA” tool). While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. The contractor shall completely fill in all required data fields. The contractor shall enter initial data into the appropriate eCMRA tool to establish the basic contract record no later than 15 working days after receipt of contract award or contract modification incorporating this clause. The contractor shall notify the COR when the basic contract record has been established in the appropriate eCMRA tool.

eCMRA User Manuals and Frequently Asked Questions (FAQs) are available at <http://www.ecmra.mil/>

Contractors may direct technical questions to the eCMRA help desk at usaf.pentagon.saf-aq.mbx.cmra-help-desk-dod@mail.mil

(End of clause)

52.245-1 GOVERNMENT PROPERTY (JAN 2017)

(a) Definitions. As used in this clause—

“Cannibalize” means to remove parts from Government property for use or for installation on other Government property.

“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Contractor inventory” means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

“Contractor’s managerial personnel” means the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor’s business;

(2) All or substantially all of the Contractor’s operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

“Demilitarization” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancies incident to shipment” means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

“Loss of Government property” means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government’s expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to—

(1) Items that cannot be found after a reasonable search;

(2) Theft;

(3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or

(4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Production scrap” means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Property records” means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property” See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Unit acquisition cost” means—

(1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and

(2) For contractor-acquired property, the cost derived from the Contractor’s records that reflect consistently applied generally accepted accounting principles.

(b) Property management.

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor’s responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor’s accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) Use of Government property.

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are—

(i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;

(ii) Required for normal maintenance; or

(iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor’s timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor’s timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government’s expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an “as-is” condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor’s expense.

(3)

(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor’s timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as “Government property”), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor’s delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor’s system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control.

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property.

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor’s property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) Relief of stewardship responsibility and liability. The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The data elements required under (f)(1)(iii)(A).

(3) Quantity.

(4) Accountable contract number.

(5) A statement indicating current or future need.

(6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.

(7) All known interests in commingled material of which includes Government material.

(8) Cause and corrective action taken or to be taken to prevent recurrence.

(9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.

(10) Copies of all supporting documentation.

(11) Last known location.

(12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when—

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor’s maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) Systems analysis.

(1) The Government shall have access to the Contractor’s premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor’s property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor’s consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor’s (or subcontractor’s) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administer and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor’s property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies—

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with [31.205-19](https://www.acquisition.gov/far/current/html/Subpart%2031_2.html#wp1095915).

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor’s managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government’s assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor’s property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor’s failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government’s rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government’s expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible. [Standard Form 1428](https://www.acquisition.gov/far/current/html/FormsStandard54.html#wp1176977)

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) Predisposal requirements.

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier’s customary practices.)

(2) Inventory disposal schedules.

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report—

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(iv) The Contractor shall provide the information required by FAR [52.245-1](https://www.acquisition.gov/far/current/html/52_245.html#wp1149752)(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property’s intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals in raw or bulk form, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by “lot” along with metal content, estimated weight and estimated value.

(3) Submission requirements.

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(A) 30 days following the Contractor’s determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) Corrections. The Plant Clearance Officer may—

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) Storage.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government’s failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer’s approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property’s physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) Disposition instructions.

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) Abandonment of Government property.

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor’s written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor’s premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words “Government” and “Government-furnished” (wherever they appear in this clause) shall be construed as “United States Government” and “United States Government-furnished,” respectively.

(End of clause)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)

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

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

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

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

company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical

Documents. The term does not include information that is lawfully publicly available without restrictions.

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

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

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

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

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

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

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

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

some forms of adware.

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

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift,

intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering

data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

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

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

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

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST)

Special Publication (SP) 800-171, ``Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations'' (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon aspractical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements

specified by NIST SP 800-171 not implemented at the time of contract award.

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

security measure that may be implemented in its place.

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

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk

and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2)

of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

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

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

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

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

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

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

(DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

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

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

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

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent

practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that

information that is necessary for the authorized purpose(s) for which the information is being released.

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

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (``recipient'') that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

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

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

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable

clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The

Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

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

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

(End of clause)

252.217-7027 CONTRACT DEFINITIZATION (DEC 2012)

(a) A  (insert specific type of contract action)     is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit   insert type of proposal; e.g., fixed-price or cost-and-fee)      proposal and certified cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is as follows (insert target date for definitization of the contract action and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and certified cost or pricing data).

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated  (insert "cost/price ceiling" or "firm-fixed price")      in no event to exceed  (insert the not-to-exceed amount).

(End of clause)

252.222-7007 REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS (JAN 2015)

By submission of its offer, the Offeror represents that it--

(a) Will not engage in any trafficking in persons or related activities, including but not limited to the use of forced labor, in the performance of this contract;

(b) Has hiring and subcontracting policies to protect the rights of its employees and the rights of subcontractor employees and will comply with those policies in the performance of this contract; and

(c) Has notified its employees and subcontractors of--

(1) The responsibility to report trafficking in persons violations by the Contractor, Contractor employees, or subcontractor employees, at any tier; and

(2) Employee protection under 10 U.S.C. 2409, as implemented in DFARS subpart 203.9, from reprisal for whistleblowing on trafficking in persons violations.

(End of provision)

252.225-7048 Export-Controlled Items (June 2013)

(a) Definition. ``Export-controlled items,'' as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) ``Defense items,'' defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) ``Items,'' defined in the EAR as ``commodities'', ``software'', and ``technology,'' terms that are also defined in the

EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to

compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

**Attachments for HC1047-18-R-4007**

Attachment Title

1 Statement of Objectives (SOO)

2 Functional Requirements Document (FRD)

3 PWS / FRD Cross Reference Matrix (Will be added in to formal RFP)

4 PWS Template

5 Quality Assurance Surveillance Plan (QASP) Template

6 Schedule of Services (CLIN Structure) Excel Workbook

7 Past Performance Cover Letter & Client Questionarire

8 Sample Consent / Authorization Letter

9 Past Performance Volume Submission Template

10 Question Template

11 DD 254 (Will be added in to formal RFP)

12 Small Business Participation Proposal Format

13 Key Government Milestones & Deliverables

14 Addendum to License Agreement or Terms of Use

15 Non-Disclosure Agreement

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

|  |  |  |  |
| --- | --- | --- | --- |
| 52.204-16  | Commercial and Government Entity Code Reporting  | JUL 2016  |   |
| 52.215-22  | Limitations on Pass-Through Charges--Identification of Subcontract Effort  | OCT 2009  |   |
| 52.222-56  | Certification Regarding Trafficking in Persons Compliance Plan.  | MAR 2015  |   |
| 252.203-7005  | Representation Relating to Compensation of Former DoD Officials  | NOV 2011  |   |
| 252.239-7009  | Representation of Use of Cloud Computing  | SEP 2015  |   |

CLAUSES INCORPORATED BY FULL TEXT

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(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 (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

52.209-12 Certification Regarding Tax Matters (Feb 2016)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed $5,000,000 (including options), the Offeror shall certify that, to the best of its knowledge and belief, it--

(1) Has [      ] filed all Federal tax returns required during the three years preceding the certification;

(2) Has not [      ] been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not [      ], more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2017) ALTERNATE I (OCT 2014)

The offeror shall complete only paragraphs (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) Web site located at [https://www.sam.gov/portal](https://www.sam.gov/portal%20) . If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) *Definitions.* As used in this provision--

“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 eligible under the WOSB Program.

“Forced or indentured child labor”means all work or service—

(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.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation,” means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“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 size standards in this solicitation.

“Small disadvantaged business concern, consistent with 13 CFR 124.1002,” means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“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 business concern”means a concern which 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“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.

(b)

(1) *Annual Representations and Certifications*. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_ . *[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it [ \_\_\_ ] is, [ \_\_\_ ] is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [ \_\_\_ ] is, [ \_\_\_ ] is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [ \_\_\_ ] is, [ \_\_\_ ] is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]The offeror represents that it [ \_\_\_ ] is, [ \_\_\_ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]The offeror represents that it [ \_\_\_ ] is, [ \_\_\_ ] is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents 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 (c)(6)(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.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not an EDWOSB concern, 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 (c)(7)(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.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ \_\_\_ ] is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

 \_\_\_

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It [ \_\_\_ ] is, [ \_\_\_ ] 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 (c)(10)(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.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) 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, 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.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It [ \_\_\_ ] has, [ \_\_\_ ] has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It [ \_\_\_ ] has, [ \_\_\_ ] has not, filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that --

(i) It [ \_\_\_ ] has developed and has on file, [ \_\_\_ ] has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It [ \_\_\_ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has consideredcomponents of unknown origin tohave been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those 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 (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

|  |  |
| --- | --- |
| LINE ITEM NO. | COUNTRY OF ORIGIN |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |

[List as necessary]

(3) The Government will evaluate offersin accordance with the policies and procedures ofFAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate*. (Applies only if the clause atFAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii)of this provision, is a domestic end product and that for other than COTS items, the offeror has consideredcomponents of unknown origin tohave been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

|  |  |
| --- | --- |
| LINE ITEM NO. | COUNTRY OF ORIGIN |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |

[*List as necessary*]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those 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 (2) of the definition of “domestic end product.”

Other Foreign End Products:

|  |  |
| --- | --- |
| LINE ITEM NO. | COUNTRY OF ORIGIN |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |

[*List as necessary*]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.:

 \_\_\_

*[List as necessary]*

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American--Free Trade Agreements--Israeli Trade Act'':

Canadian or Israeli End Products:

|  |  |
| --- | --- |
| Line Item No.: | Country of Origin: |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |

[*List as necessary*]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

|  |  |
| --- | --- |
| Line Item No.: | Country of Origin: |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |

[*List as necessary*]

(5) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

|  |  |
| --- | --- |
| Line Item No.: | Country of Origin: |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [ \_\_\_ ] Are, [ \_\_\_ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [ \_\_\_ ] 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 Federal, state or local government 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; and

(3) [ \_\_\_ ] Are, [ \_\_\_ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [ \_\_\_ ] Have, [ \_\_\_ ] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *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.

(B) *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.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §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 appear rights.

(B) 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. §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.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §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.

(D) 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).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

|  |  |
| --- | --- |
| Listed End Product: | Listed Countries of Origin: |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |
|  \_\_\_  |  \_\_\_  |

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[ \_\_\_ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[ \_\_\_ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) 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 any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) [ \_\_\_ ] In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) [ \_\_\_ ] Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) [ \_\_\_ ] Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror [ \_\_\_ ] does [ \_\_\_ ] does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) [ \_\_\_ ] Certain services as described in FAR 22.1003-4(d)(1). The offeror [ \_\_\_ ] does [ \_\_\_ ] does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701)*. (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(3) Taxpayer Identification Number (TIN).

[ \_\_\_ ] TIN: \_\_\_ .

[ \_\_\_ ] TIN has been applied for.

[ \_\_\_ ] TIN is not required because:

[ \_\_\_ ] Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

[ \_\_\_ ] Offeror is an agency or instrumentality of a foreign government;

[ \_\_\_ ] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[ \_\_\_ ] Sole proprietorship;

[ \_\_\_ ] Partnership;

[ \_\_\_ ] Corporate entity (not tax-exempt);

[ \_\_\_ ] Corporate entity (tax-exempt);

[ \_\_\_ ] Government entity (Federal, State, or local);

[ \_\_\_ ] Foreign government;

[ \_\_\_ ] International organization per 26 CFR 1.6049-4;

[ \_\_\_ ] Other \_\_\_ .

(5) Common parent.

[ \_\_\_ ] Offeror is not owned or controlled by a common parent:

[ \_\_\_ ] Name and TIN of common parent:

Name \_\_\_

TIN \_\_\_

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It [ \_\_\_ ] is, [ \_\_\_ ] is not an inverted domestic corporation; and

(ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a subsidiary of an inverted domestic corporation.

 (o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds $3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50(U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [ \_\_\_ ] has or [ \_\_\_ ] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: □ Yes or □ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is □ is not □ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is □ is not □ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [ \_\_\_ ] is or [ \_\_\_ ] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated ``is'' in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: \_\_\_\_ (or mark ``Unknown'').

Predecessor legal name: \_\_\_\_.

(Do not use a ``doing business as'' name).

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (52.212-1(k)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior

Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [ \_\_\_ ] does, [ \_\_\_ ] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the

Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [ \_\_\_ ] does, [ \_\_\_ ] does not publicly disclose a

quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked ``does'' in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall

provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

 \_\_\_ .

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)

(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 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)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

|  |  |  |  |
| --- | --- | --- | --- |
| 252.204-7011  | Alternative Line Item Structure  | SEP 2011  |   |

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price(FFP) contract resulting from this solicitation.

(End of provision)

* + 1. SERVICE OF PROTEST (SEP 2006)

1. 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:

 DISA Ft Meade GC Mailbox Acquisition Law Team <disa.meade.gc.mbx.acquisition-law-team@mail.mil>

1. 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)

INSTRUCTIONS TO OFFERORS

**L.1** INFORMATION FOR OFFERORS

**L.1.0** General Instructions and Contract Information

For consideration in developing your proposal, the following information is provided.

**L.1.0.1**

This section of the Information to Offerors provides general guidance and contract information for preparing proposals as well as specific instructions on the format and content of the proposal. The offeror's proposal must include all data and information requested by the Request for Proposal (RFP) and must be submitted in accordance with these instructions. The offeror shall propose a Performance Work Statement (PWS) and Quality Assurance Surveillance Plan (QASP) that addresses all requirements as stated in the Statement of Objectives (SOO) (Attachment 1) and the Functional Requirement Document (FRD) (Attachment 2). In order to be deemed responsive to the solicitation, the offeror shall complete the matrix provided at Section J, Attachment 3 demonstrating that their proposed PWS/QASP addresses all requirements of the FRD. The offeror shall use the PWS and QASP templates provided in Attachments 4 and 5 in their proposal.

**L.1.0.2**

This RFP solicits foran Indefinite Delivery, Indefinite Quantity (ID/IQ) Single-Award Task Order Contract for the Defense Enterprise Office Solutions (DEOS), in support of the Defense Information Systems Agency (DISA) and the Department of Defense (DoD). This solicitation is issued for unrestricted full and open competition.

**L.1.0.3**

The Government anticipated initial task order issued against this ID/IQ could potentially include the current 1.8 million legacy United States, including its territories and possessions, NIPRNet Defense Enterprise Email (DEE) user population.

The minimum order guarantee is $5,000 which will be satisfied through the issuance of a task order for the Cyber Threat Security Plan required by DFARS clause 252.204-7012, and the Data Loss Prevention and Countermeasures Management (DLPCM) plan following award of the basic ID/IQ contract.

**L.1.0.4**

The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their capabilities and experience and will base its evaluation on the information presented in the offeror's proposal.

**L.1.0.5**

Elaborate brochures or documentation, binding, detailed art work, internet hyperlinks, or other embellishments are unnecessary and are not desired.

**L.1.0.6**

The offeror shall make a clear statement in Volume I, Executive Summary, that the proposal is valid for a minimum of 240 days from the proposal due date.

**L.1.0.7**

In accordance with (IAW) FAR Subpart 4.8 (Government Contract Files), the Government will retain one digital copy of all unsuccessful proposals.

**L.1.0.8**

Portions of the successful offeror’s proposal may be incorporated into the contract as an attachment in Section J.

**L.1.0.9**

The offeror shall utilize the Question template (Attachment 10) for any questions.

**L.2.0 General Information**

**L.2.0.1. Point of Contact**

The Contracting Officer (KO) and the Contract Specialists (CS) are the **sole** points of contact for this procurement. Address any questions or concerns to the KO and CS in writing. Written requests for clarification must be sent to the KO at the email address disa.meade.PLD.mbx.deos-requirement@mail.mil. Questions received orally will not be addressed, nor will questions submitted to any other party aside from the KO or CS via the email address cited above. Questions received by the cutoff date established in the solicitation will be addressed in writing and posted to the Government-wide Point-of-Entry, FedBizOpps.

**L.2.0.2 Debriefings**

The KO will notify Offerors of any decision to exclude them from the competitive range; whereupon, they may request and receive a debriefing in accordance with FAR 15.505. Offerors excluded from the competitive range may request a pre-award debriefing or they may choose to wait until after the source selection decision to request a post-award debriefing. However, Offerors excluded from the competitive range are entitled to no more than one debriefing for each proposal. The KO will notify all unsuccessful Offerors of the source selection decision in accordance with FAR 15.506. Upon such notification, unsuccessful Offerors may request and receive a debriefing. Offerors desiring a debriefing must make their request in accordance with the requirements of FAR 15.505 or 15.506, as applicable.

**L.2.0.3 Discrepancies**

If an offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the offeror shall immediately notify the KO in writing.

**L.2.0.4 Electronic Reference Documents**

The Government-wide Point-of-Entry (i.e., http://www.fedbizopps.gov) is the official repository and authoritative source for all information related to this acquisition. All referenced documents for this solicitation are available on the Federal Business Opportunities (FedBizOpps) website at <http://www.fedbizopps.gov>. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to the website for this solicitation. The Government is not responsible for the accuracy of information or data posted on other websites or forums.

**L.2.0.5** **Communications**

Exchanges of source selection information between Government and Offerors will be controlled by the KO. Email may be used to transmit such information to Offerors. It is desired that email be sent and received encrypted, if possible. All emails should include “Source Selection Information – See FAR 2.101 & 3.104” in the subject line.

**L.2.0.6 Competitive Range Determination**

The Government reserves the right to make award without discussions or establishment of a competitive range. In the event a competitive range is established and the KO determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the KO may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition. In accordance with FAR Part 15.306(c)(2), Offerors are advised that the competitive range may be further reduced for purposes of efficiency.

**L.2.0.7 Organizational and Consultant Conflict of Interest (OCCI)**

Each offeror shall specifically identify in its proposal whether or not any potential or actual OCCI, as described in Federal Acquisition Regulation (FAR) Subpart 9.5, exists for this procurement. If the offeror believes that no OCCI exists, the OCCI response shall set forth sufficient details to support such a position. If an offeror believes that an actual or perceived OCCI does exist on this procurement, the offeror shall submit an OCCI plan with the proposal, explaining in detail how the OCCI will be mitigated and/or avoided.

**L.2.0.8 DD Form 254, DoD Contract Security Classification Specification**

Offerors must complete Block 6 of the attached DD Form 254 (Section J, Attachment 11) with the appropriate information for their companies. Completed DD Form 254s must be submitted with proposals. Security classification requirements must be met at time of proposal submission.

Note: The DD Form 254 will be published with the Final RFP.

**L.2.0.9** **Joint Venture/Partnership Agreement (if applicable)**

Contractor Teaming Arrangements (“CTA”), as defined in FAR 9.601(1), may submit a proposal in response to this RFP. While the CTA is its own unique entity distinct from the member companies, for the purpose of evaluation, each member of the CTA is considered the prime offeror. For example purposes only: Company A and Company B form a CTA as a Joint Venture named Company C. Experience and past performance from either Company A or Company B may be used to satisfy the requirements in the Technical Approach (Evaluation Factor 1) as well as Past Performance (Factor 3). It is not necessary that Company C have the required experience or past performance. Similarly, either Company A or Company B can possess the required certifications outlined in the PWS/SOO.

An offeror may submit a proposal as a CTA in response to the solicitation subject to the following conditions:

1) The Joint Venture or Partnership is registered in the System of Award Management (SAM.gov) and has a corresponding DUNS Number.

2) The Joint Venture or Partnership meets the definition of a Joint Venture for size determination purposes (FAR 19.101(7)(i)).

3) The offeror must submit a complete copy of the Joint Venture or Partnership agreement that established the CTA relationship.

**L.2.1 Organization/Number of Copies/Page Limits**

The Offeror shall prepare the proposal as set forth in the Proposal Organization Table (Table L.2.2 below). The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits and with the number of copies as specified in Table L.2.2. The contents of each proposal volume are described in the information to Offerors paragraph as noted in the table below.

**Table L.2.2 - Proposal Organization**

|  |  |  |  |
| --- | --- | --- | --- |
| **VOLUME/TAB** | **RFP PARAGRAPH NUMBER** | **VOLUME/TAB TITLE** | **PAGE LIMIT** |
|  **I** |  **3.0** | **Contract Documentation** |  **Not to Exceed (NTE)** |
| TAB A |  3.2.1 | Table of Contents |  No limit |
| TAB B |  3.2.2 | Executive Summary | 3 pages |
| TAB C |  3.2.3 | Company Information | 1 page |
| TAB D |  3.2.4 | Compliance Statement | 1 page |
| TAB E |  3.2.5 | Solicitation/Contract Form/Signed Amendments/Section I & K Information | No Limit |
| TAB F |  3.2.6 | EEO Pre-Award Information | No Limit |
| TAB G |  3.2.7 | DD Form 254 Security Classification | No Limit |
| TAB H |  3.2.8 | PWS | No Limit |
|  TAB I  |  3.2.9 | QASP |  No Limit  |
|  TAB J |  3.2.10 | PWS/FRD Cross Reference Matrix |  No Limit |
|  **II** |  **4.0** | **FACTOR 1: Technical** |   |
| TAB A |  4.3 | Acceptable/Unacceptable Criteria |  10 Pages |
| TAB B |  4.4 | Technical Proposal | 40 Pages allocated at the Offeror’s discretion amongst the Subfactors below |
|  |  4.4.1 | Subfactor 1:United States, including its territories and possessions |  |
|  |  4.4.2 | Subfactor 2: Locations outside the United States, territories and possessions |  |
|  |  4.4.3 | Subfactor 3: Migration |  |
|  |  4.4.4 | Subfactor 4: Management |  |
|  **III** |  **5.0** | **FACTOR 2: Price Approach** |  |
| TAB A |  5.3 | Price Narrative | Contractor Developed Excel Workbook plus up to a 10 page narrative |
| TAB B |  5.4 | Price Information and Supporting Data | 10 pages |
| TAB C |  5.5 | Other Information | 10 pages |
|  **IV** |  **6.0** | **FACTOR 3: Past Performance** |  |
|  TAB A | 6.3 | Summary | 5 Pages |
|  TAB B | 6.4 | Past Performance Questionnaires for Recent and Relevant Contracts | 3 Contracts/Orders Max; 1 CPARS and 1 PPQ per reference |  |  |
|  TAB C | 6.5 | Consent Letters | 2 pages per reference |  |  |
|  TAB D | 6.6 | Organizational Structure Change History | 3 pages |
|  **V** |  **7.0** | **Small Business Participation**  |  |
| TAB A |  7.3 | Small Business Participation Plan | No Limit |
| TAB B |  7.4 | Subcontracting Plan, if required | No Limit |

**L.2.2.1 Page Limitations**

Page limitations shall be treated as maximums. If exceeded, the excess pages may not be read or considered in the evaluation of the proposal. Page limitations may be placed on responses to Evaluation Notices (ENs) should they be necessary. The specified page limits for EN responses will be identified in the letters forwarding the ENs to the Offerors. Page limitations shall not be circumvented by including inserted text boxes/pop-ups or internet links to additional information; such inclusions are not acceptable and will not be considered part of the proposal. The Government reserves the right not to consider for award any proposal that does not adhere to the administrative requirements of this solicitation. Page limitations are listed above. Each page shall be counted according to the table above. Generally, the following will not be counted: Cover pages, OCCI mitigation plans, consent letters, and commitment letters and glossaries. Pages shall be numbered per volume.

**L.2.2.2 Page Size and Format**

**L.2.2.2.1**

Page size shall be 8.5 x 11 inches (except as indicated in paragraph 2.2.2.2). Pages shall be single spaced. Except for the reproduced sections of the solicitation document, the text size shall be no less than 10 point, in one of the following fonts throughout the proposal: Arial, Times New Roman, or Courier New font. The technical volume of the proposal is to be submitted as a Microsoft (MS) Word newest version available or PDF document. Tracking, kerning, and leading values shall not be changed from the default values of the word processing or page layout software. Use at least one-inch margins on the top and bottom and one-inch side margins. Pages shall be numbered sequentially by volume. These page format restrictions shall apply to responses to ENs.

**L.2.2.2.2**

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible, and shall not exceed 11 x 17 inches in size. Foldout pages may only be used for large tables, charts, graphs, diagrams and schematics not for pages of text. For tables, charts, graphs and figures, the text shall be no smaller than six point Arial, Times New Roman, or Courier New font for all text included in a table.

**L.2.2.3 Cost or Pricing Information**

All cost or pricing information shall be addressed ONLY in the Cost/Price Proposal Volume Section.

**L.2.2.4 Classified Information**

No classified information is required, nor shall it be provided, in any response.

**L.2.2.5 Cross-Referencing**

To the greatest extent possible, each volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross referencing to other volumes of the proposal. Information required for proposal evaluation which is not found in its designated volume will be assumed to have been omitted from the proposal.

Cross-referencing within a proposal volume is permitted where its use would conserve space without impairing clarity.

**L.2.2.6 Indexing**

Each volume shall contain a more detailed table of contents to delineate the subparagraphs within that volume. Tab indexing shall be used to identify sections.

**L.2.2.7 Glossary of Abbreviations and Acronyms**

Each volume shall contain a glossary of all abbreviations and acronyms used, and with an explanation for each.

**L.2.3 Electronic Offers**

**Submitting proposals via email:** In order to respond to this solicitation, the offeror shall email a copy of its proposal to the KO and CS to disa.meade.PLD.mbx.deos-requirement@mail.mil, not later than the time and date specified in this solicitation. In accordance with FAR 52.212-1, Instructions to Offerors, the offeror's proposal submission will be considered complete when all volumes are received.

**L.3.0 Volume I – Contract Documentation Volume**

**L.3.1 General**

In the Contract Documentation Volume, the Offeror shall provide the following information in the format prescribed herein. Failure to comply with the administrative requirements of the solicitation may result in elimination from the competition.

**L.3.2 Format and Specific Content**

**TAB A:** Table of Contents

**TAB B:** Executive Summary

**TAB C:** Company Information

**TAB D:** Compliance Statement

**TAB E:** Solicitation/Contract Form/Signed Amendments/Section I & K Information

**TAB F:** EEO Pre-Award Information

**TAB G:** DD Form 254 Security Classification

**TAB H:** PWS

**TAB I:** QASP

**TAB J:** PWS/FRD Cross Reference Matrix

**L.3.2.1 TAB A: Table of Contents for All Volumes**

Include a master table of contents of the entire proposal to include each volume.

**L.3.2.2 TAB B: Executive Summary**

An executive summary of the Offeror’s proposal. The summary shall include the following:

1. Location(s) of the established Defense Security Service (DSS) cleared facility and Defense Information system Network (DISN) connection that can support DoD data at the Secret level including the ability to meet the:
	1. [DoD Cloud Computing Security Requirements Guide (CC SRG)](http://iase.disa.mil/cloud_security/Pages/index.aspx) Section 5.6.1 and the DoDM 5200.01 Volume 3
	2. [DoD Information Security Program: Protection of Classified Information](http://www.dtic.mil/whs/directives/corres/pdf/520001_vol3.pdf) for Impact Level 5 & 6.
2. The current status of the Vendor’s DoD Level 5 Provisional Authority (PA)
	1. The PA can be held by the resellers of another Cloud Service Provider’s (CSP’s) Cloud Service Offering (CSO).
3. Outline the approach for obtaining a DoD Level 6 Provisional Authorization (PA) in accordance with the [DoD Cloud Computing Security Requirements Guide (CC SRG)](http://iase.disa.mil/cloud_security/Pages/index.aspx) requirements.
4. Indicate if the proposed solution meets the Section 508 Accessibility Standards.

**L.3.2.3 TAB C: Company Information**

**L.3.2.3.1 Authorized Offeror Personnel**

Provide the name, title, email and telephone number of the company/division point of contact regarding decisions made with respect to your proposal and who can obligate your company contractually. Also, identify those individuals authorized to negotiate with the Government.

**L.3.2.3.2 Company/Division Address, Identifying Codes, and Applicable Designations**

Provide company/division's street address, county and facility code; CAGE code; DUNS code; TIN; size of business (large or small); and labor surplus area designation. This same information must be provided if the work for this contract will be performed at any other locations. List all locations where work may be performed and indicate whether such facility is a division, affiliate, or subcontractor, and the percentage of work to be performed at each location.

The Offeror shall specifically identify the Facility Site Clearance for the prime Contractor, either SECRET, TOP SECRET or none.

**L.3.2.4 TAB D: Compliance Statement**

The Offeror is required to signand certify that all items submitted in the proposal comply with the RFP requirements and any differences, deviations or exceptions must be stated and explained in this section.

Offerors are required to complete the statement and submit it with their proposals. Even if there are no differences, deviations or exceptions, the Offeror shall submit the signedCompliance Statement stating that no differences, deviations or exceptions exist.

Sample: Statement of Compliance: This Offeror hereby certifies this proposal is in compliance with the solicitation and its requirements. There are no exceptions, deviations or differences.

**L.3.2.5 TAB E: Solicitation**

**Section B**: Supplies or Services and Costs/Prices

No submission required. Pricing to be submitting in Pricing Proposal.

**Section C**: Descriptions and Specifications. No submission required

**Section D**: Packing and Marking. No submission required **Section E**: Inspection and Acceptance. No submission required.

**Section F**: Deliveries or Performance. No submission required.

**Section G**: Contract Administrative Data. No submission required.

**Section H**: Special Contract Requirements. Organizational Conflicts of Interest (OCI) Mitigation Plan (if applicable)

**Section I**: Contract Clauses. Submit as required.

**Section J**: List of Documents, Exhibits, and Other Attachments. Submit as required.

**Section K**: Representation, Certifications, and other Statements of Offerors. Submit as required.

**L.3.2.6 TAB F: EEO Pre-Award Information**

All prime contractors shall include in the proposal any teaming partner to which they intend to award more than $10 million in accordance with FAR 52.222-24.

**L.3.2.7 TAB G: DD Form 254 Security Classification**

Prime Contractors shall include in the proposal a completed Form DD Form 254. See Attachment 11.

**L.3.2.8 TAB H: PWS**

The Offeror shall propose a PWS, utilizing Attachment 4, which addresses all requirements as stated in the Statement of Objectives (SOO) (Attachment 1) and the Functional Requirement Document (FRD) (Attachment 2).

**L.3.2.9 TAB I: QASP**

The Offeror shall propose a QASP, utilizing Attachment 5, which addresses all requirements as stated in the Statement of Objectives (SOO) (Attachment 1) and the Functional Requirement Document (FRD) (Attachment 2).

**L.3.2.10 TAB J: PWS/FRD Cross Reference Matrix**

The Offeror shall complete the matrix provided at Section J, Attachment 3, demonstrating that their proposed PWS/QASP addresses all requirements of the FRD.

**L.4.0 Volume II – Technical Proposal**

**L.4.1 General**

The Technical Volume should be specific and complete. Responses will be evaluated against the technical factors defined in Section M, Evaluation Factors for Award. The technical proposal should include all information the Offeror wants the Government to consider regarding its company’s ability to perform all required tasks and conform to all required terms and conditions. Using the instructions provided below, provide as specifically as possible the actual methodology to be used for accomplishing/satisfying these subfactors. Do not merely reiterate the objectives or reformulate the requirements specified in the solicitation. Technical submissions in which a substantial amount of content is a restatement of the Government’s requirements or Government originated content may be deemed deficient, eliminated from further evaluation, and be declared ineligible for award.

**L.4.2 Format and Specific Content**

**Technical Proposal**

TAB A: Acceptable / Unacceptable Criteria

TAB B: FACTOR 1: Technical Approach

 SUBFACTOR 1: United States, including its territories and possessions

 SUBFACTOR 2: Locations outside the United States, territories and possessions

 SUBFACTOR 3: Migration

 SUBFACTOR 4: Management

**L.4.3 TAB A: Acceptable/Unacceptable Criteria**

Instructions to Offerors for Step One – Acceptable/Unacceptable Evaluation Criteria of the evaluation outlined in Section M:

**L.4.3.1 Criteria 1: Service Terms and Conditions (T&C)**

The Offeror’s proposal shall include a copy of the End User Licensing Agreements (EULAs) that are compliant with and do not conflict with the Government's applicable regulations (i.e., FAR, DFARS, DARS Provisions / Clauses and other federal laws).

Proposals shall include a copy of all EULAs and Addendum to License Agreement or Terms of Use (Section J, Attachment 14). The Offeror’s EULAs shall demonstrate:

* The terms and conditions of the EULAs are compliant with and do not conflict with the Government's applicable regulations within Section H - Special Contract Requirements, FAR, DFARS, DARS Provisions / Clauses and other federal laws.
* The proposed EULAs grant the Government the rights required to achieve the project goals identified in the SOO (i.e., requirements satisfaction, customization minimization, operations & maintenance continuity, and sustainment compatibility).
* The proposed EULAs are utilized to directly meet the requirements set - both functional and non-functional.
* The proposed EULAs are consistent with, and directly support, the tasks delineated in the Performance Work Statement.
* The Government will evaluate that the Offeror has submitted a completed, unaltered, and signed Addendum to License Agreement or Terms of Use using the template provided at Section J, Attachment 14.

**L.4.3.2 Criteria 2: DoD Level 5 or 6 Provisional Authorization (PA)**

The Offeror’s proposal shall demonstrate its ability to provide a current and active DoD Level 5 Provisional Authorization (PA) certification from the Designated Accreditation Authority (DAA) in accordance with the DoD Cloud Computing Security Requirements Guide (CC SRG) requirements at the time of initial proposal submission. If the Offeror is a reseller of a Cloud Service Offering (CSO), the PA must list the CSO product name (e.g., XYZ infrastructure as a service) and the authorization level (e.g., Impact Level 5).

If the CSP does not have a DoD PA at Level 6 at the time of initial proposal submission, the Government will evaluate the Offeror’s plan/approach for obtaining a DoD PA at Level 6 for the locations outside of the United States, territories and possessions SIPRNet environment within 8 months after contract award.

**Note:** Submissions from CSP who are currently in the FedRAMP JAB PA process, the FedRAMP ready status, or have a FedRAMP JAB PA or non-DoD U.S. Government Federal Agency Authority-to-Operate (ATO) at the moderate or high level for a cloud service offering (CSO) (i.e., Infrastructure as a Service, Platform as a Service, or Software as a Service) will not be accepted and will be deemed unacceptable.

**L.4.3.3 Criteria 3: Key Personnel Resumes and Clearances**

The Offeror’s proposal shall demonstrate a comprehensive approach that ensures fully-trained, top-quality personnel are provided to meet or exceed all requirements of the Statement of Objectives (SOO). The Offeror shall provide resumes of Key Personnel proposed to fulfill the requirements of the SOO. The Offeror shall also provide an approach for succession planning throughout the life of the contract effort to determine if the approach addresses factors driving turnover, establishes a measurement and baseline plan, and a strategy for managing and mitigating risk arising during and after departure of privileged users.

The following positions, or comparable labor categories as proposed by the offeror, are deemed Key Personnel; however, the Government reserves the right to designate additional individuals and labor categories as Key Personnel based upon review of the offeror’s proposal in accordance with DARS 52.237-9000.

* 1. Program Manager
	2. Migration Manager
	3. Operation Manager
	4. Enterprise Architecture Lead
	5. Directory Services Lead Engineer
	6. UC Lead Engineer
	7. Master Scheduler
	8. Strategic Communication Lead
	9. Change Management Lead
	10. Cybersecurity Lead Engineer

**Note:** All key personnel outlined within the Offeror’s personnel plan must possess the required clearances in accordance with the DoD CCSRG and DD Form 254 at the time of initial proposal submission.

**L.4.3.4 Criteria 4: Section 508 Accessibility Standards**

The Offeror’s proposal shall demonstrate its ability to comply with Section 508 Accessibility Standards through evaluation of the completed/submitted [Voluntary Product Accessibility Template (VPAT)](https://www.section508.gov/content/sell/vpat) found at: <https://www.section508.gov/content/sell/vpat>.

**L.4.3.5 Criteria 5: Supply Chain Risk Management**

The Offeror’s proposal shall demonstrate its ability to comply with Supply Chain Risk Management (SCRM) requirements. The Government will evaluate the Offeror’s understanding of and preparation to comply with the Government’s requirements for SCRM controls.

**L.4.3.6 Criteria 6: Small Business Participation**

The Offeror’s proposal shall demonstrate its ability to identify and commit to small business performance of the contract, whether as a prime contractor, joint venture, teaming arrangement, or subcontractor. The small business participation assesses the commitment to small business participation based on the detail provided in the Small Business Participation Document. In evaluation of this criteria, the Government will only consider performance as a small business Prime Offeror and/or ‘first tier’ small business subcontracting. Second and third tier small business subcontractors will not be considered towards the Total Small Business Participation percentage. The Small Business Participation Document shall address the following areas for evaluation:

(a) Proposed goals for utilization of small business concerns, as defined in FAR Section 19;

(b) Efforts to ensure that the small business goals will be met;

(c) Specific extent of commitment to subcontract with small business firms (commitments for inclusion of small business via negotiated/signed agreements are desired);

(d) Identification by name, type of business, products/services, estimated dollar value; duration of work (if a service); and type of commitment shall be provided in the Table.

(e) Initiatives to subcontract to veteran owned small business.

**L.4.4 TAB B: Factor 1: Technical Factor:**

Instructions to Offerors for Step Two – Best Value Trade-Off Evaluation Criteria outlined in Section M:

**L.4.4.1 Subfactor 1 –** United States, including its territories and possessions

The Offeror shall propose the following elements as part of the proposed CSO set-up, accreditation, and implementation for the NIPRNet and SIPRNet United States, including its territories and possessions, environments that will reside in a ***Commercial Servicer Providers Data Center***:

1. **System Engineering Plan (SEP) –** The Offeror’s proposal shall include interfaces and technical approach to integrate, deploy, and operate accredited NIPRNet and SIPRNet CSO environments within a Commercial Service Providers Data Center in accordance with the FRD sections 2 and 3, as well as DoD CC SRG Impact Level (IL) 5 and 6 requirements. The Offeror’s proposal shall demonstrate its ability to synchronize user directory data, attributes, certificates, and database objects that support the authentication and authorization required by the CSO from the Enterprise Directory to the cloud directory. The Offeror’s proposal shall demonstrate a solution that integrates with the core integration points (FRD Section 6) to include an approach for a secure, efficient enterprise-wide authentication approach using DoD approved multi-factor methods for service subscribers and guests. The Offeror’s proposal shall demonstrate its ability to meet or exceed the specified threshold requirements in the FRD Sections 2, 3, and 6.
2. **Security and Information Assurance (IA) Approach –** The Offeror’s proposal shall demonstrate its ability to meet all commercial and DoD-unique security and IA requirements and obtain appropriate certifications prior to initial operating capability (IOC) deployment and manage IA efforts throughout the program lifecycle in accordance with FRD Section 4 and 7.4. Additionally, the Government will consider the technical and schedule implications to make the proposed solution compliant with all reference frameworks. The Offeror’s proposal shall demonstrate its ability to meet or exceed the specified threshold requirements in the FRD Sections 4 and 7.4.
3. **Testing Approach –** The Offeror’s proposal shall demonstrate its ability to implement and support internal testing procedures to ensure successful and timely completion of integration efforts. Additionally, the Government will evaluate the Offeror’s ability to support Government-led developmental testing and operational testing efforts within a ***Contractor’s Data Center and DoD test environment(s)*** in accordance with the FRD Section 10. The Government will also consider the cost and schedule implications associated with the Offeror’s proposed approach. The Offeror’s proposal shall demonstrate its ability to meet or exceed the specified threshold requirements in the FRD Section 10.
4. **Implementation Schedule –** The Offerors shall propose a schedule that includes the stand-up, integration with support DoD infrastructure and services, required IA accreditation and testing to reach Initial Operational Capability (IOC) for the United States, including its territories and possessions, NIPRNet and SIPRNet environments within a Commercial Service Provider’s Data Center. The Offerors shall propose a schedule that includes Government identified key program milestones and deliverables (reference Section J, Attachment 13) that links all the activities with planned start and finish dates for each activity, durations (e.g., 12-18 months, 5 days, etc.), milestones, resources, and dependencies. The Offeror’s proposal shall demonstrate its ability to meet or exceed the identified key program milestones and deliverables (reference Section J, Attachment 13) and must not exceed 12 months implementation time.

**L.4.4.2 Subfactor 2 – Locations outside the United States, territories and possessions**

The Offeror shall propose the following elements as part of the proposed CSO set-up, accreditations, and implementation for the NIPRNet and SIPRNet outside the United States, territories and possessions, environments that will reside in a ***DoD Core Data Center (CDC)***.

1. **System Engineering Plan (SEP) –** The Offeror’s proposal shall include interfaces and technical approach to design, integrate, deploy, and accredit the NIPRNet and SIPRNet cloud service architecture for locations outside of the United States, territories and possessions, via a hybrid on-premises implementation at a DoD Core Data Center (CDC). The Offeror’s proposal shall include datacenter specifications relating to floor and rack space, physical security and access requirements, physical separation of equipment, cooling needs, power consumption, bandwidth demand, replication of data and accounts between the United States, territories and possessions and locations outside of the United States, territories and possessions, and networking requirements to include remote management. The Government will use this information to determine feasibility and risks related to price and ability to accommodate the solution within a CDC facility. The Offeror’s proposal shall demonstrate its ability to meet or exceed the specified threshold requirements in the FRD Sections 2, 3, and 6.
2. **Security and Information Assurance (IA) Approach –** The Offeror’s proposal shall demonstrate its ability to meet all commercial and DoD-unique security and IA requirements and obtain appropriate certifications prior to IOC deployment and manage IA efforts throughout the program lifecycle in accordance with FRD section 4. Additionally, the Government will consider the technical and schedule implications to make the proposed solution compliant with all reference frameworks. The Offeror’s proposal shall demonstrate its ability to meet or exceed the specified threshold requirements in the FRD Sections 4 and 7.4.
3. **Testing Approach –**The Offeror’s proposal shall demonstrate its ability to implement and support internal testing procedures to ensure successful and timely completion of integration efforts. Additionally, the proposal shall demonstrate the Offeror’s ability to support Government-led developmental testing and operational testing efforts within ***DoD test environment(s)*** in accordance with the FRD section 10. The Government will also consider the cost and schedule implications associated with the Offeror’s proposed approach. The Offeror’s proposal shall demonstrate its ability to meet or exceed the specified threshold requirements in the FRD Section 10.
4. **Implementation Schedule –** The Offerors shall propose a schedule that includes the stand-up, integration with support DoD infrastructure and services, required IA accreditation and testing to reach IOC for locations outside of the United States, territories and possessions, NIPRNet and SIPRNet environments within a DoD CDC. The Offeror’s proposed schedule shall include Government identified key program milestones and deliverables (reference Section J, Attachment 13) and if the proposed schedule links all the activities with planned start and finish dates for each activity, durations (e.g., 12-18 months, 5 days, etc.), milestones, resources, and dependencies. The Offeror’s proposal shall demonstrate its ability to meet or exceed the identified key program milestones and deliverables (reference Section J, Attachment 13) and must not exceed 24 months implementation time.

**L.4.4.3 - Subfactor 3 – Migration**

The Offerors shall propose the following elements as part of the proposed CSO pre-migration strategy/plan:

1. **Directory Services –** The Offeror’s proposal shall demonstrate its ability to synchronize user directory data, attributes, certificates, and database objects that support the authentication and authorization required by the CSO from the Enterprise Directory to the cloud directory to ensure the proposed strategy/plan is scalable/secure based on global user lookup, supports the proposed architecture, and is provided by a single approach.
2. **Email –** The Offeror’s proposal shall demonstrate its approach to migrate mailbox data from production source system to include message stores, calendars, contacts, mailboxes, non-person entity mailboxes (e.g., conference rooms), group mailboxes, distribution lists, and journaled messages to minimize service interruptions, and ensure service continuity.
3. **Content Management –** The Offeror’s proposal shall demonstrate its approach to migrate content management sites, to include structure, content, workflows, permissions, and files to ensure data integrity and reduce data loss.

The strategy/plan shall include specific timelines/durations (e.g., 12-18 months) and required hardware associated with migrating of legacy directory service data and the migration of approximately 1.8M DoD user legacy email data for the United States, including its territories and possessions, NIPRNet environment. The Offeror’s migration strategy shall propose a recommended implementation approach (e.g., phased, parallel, etc.), which demonstrates how the Offeror’s proposed approach manages and validates data, and any potential error(s).

**L.4.4.4 Subfactor 4 – Management**

The Offerors shall propose the following elements as part of the proposed management approach:

1. **Product Upgrade and Improvement Approach –** The Offerors shall demonstrate its ability to provide product and CSO innovations and improvements through a defined commercial upgrade path and plan, the ability to incorporate DoD feedback into the product’s upgrade path(s), and Industry best practices allow for product upgrades and improvements. The Offerors shall demonstrate an approach for implementing a lifecycle patching/vulnerability management approach, and the roll out/implementation of new products within a DoD environment.
2. **Sustainment Approach –** The Offerors shall demonstrate its ability to sustain and maintain the proposed CSO and associated infrastructure provide user support services that are integrated with DoD enterprise support, and meet or exceed the Service Level Agreements (SLAs) in accordance with the FRD and SOO section 6. In addition, the Offerors shall demonstrate its ability to provide for outside of the United States, territories and possessions site-specific hardware and infrastructure refresh.

**L.5.0 Volume III – Price Factor**

**L.5.1 General**

The price submission shall be a separate document from the technical proposal; cost or pricing data shall be limited to the Cost/Price Volume and shall appear in no other sections of Offeror’s proposal.

The Offeror shall provide a Firm Fixed Price proposal to meet the requirements as detailed in the Defense Enterprise Office Solutions (DEOS) SOO, and in accordance with the detailed listing of non-developmental requirements provided in the DEOS Functional Requirement Document (FRD). The objective is acquisition of cloud-based enterprise managed service that includes email and collaboration services, to include an office productivity suite, from a commercial provider of Cloud Computing services on behalf of the DoD.

The Government is providing a detailed statement and description of requirements and expects Offerors to describe in detail the specific resource requirements including labor, materials, and specialized items unique to their approach to fulfilling every aspect of the Government’s requirements.

The Price Volume shall consist of the following sections:

**L.5.2 Format and Specific Content**

**Price Proposal**

TAB A: Price Narrative

TAB B: Price Information and Supporting Data

TAB C: Other Information

**L.5.3 TAB A: Price Narrative**

The offeror shall provide a narrative discussion of the facts that the Offeror considers important concerning the approach used to estimate the price of accomplishing all requirements. The combined prices for the Five Year Base Period and Five (1) Year Option Periods, including option pricing for an additional 6-month period that may be authorized IAW FAR 52.217-8, will comprise the total proposed price. Include sufficient supporting information and rationale regarding how the Offeror estimated prices in a manner that will allow the Government to understand and evaluate all prices down to the unit and/or per user price at each capacity level achieved during the Base Period.

The Offeror shall assume the Government knows nothing about its capabilities or estimating and pricing systems. The Offeror’s presentation in this section shall provide adequate support to enable the Government to reach a conclusion regarding the reasonableness of all prices contained in the submission.

**L.5.4 TAB B: Pricing Information and Supporting Data**

**L.5.4.1 Price Proposal Period**

The Offeror shall submit pricing by Contract Year (CY) for the Five Year Base Period and Five 1-Year Option Periods, including option pricing for an additional 6-month period that may be authorized IAW FAR 52.217-8. Offerors should review FAR 52.217-8 which authorizes the Government to require continued performance of any services within the limits and at the rates specified in the contract. The price proposal should include a separate line item for the additional 6-month period IAW FAR 52.217-8. These prices shall be identical to the quoted pricing for the last 6 months of performance prior to exercise of the 6-month option.

**L.5.4.2 Commerciality**

This effort has been determined to be commercial, and is expected to be awarded under conditions of adequate competition. Therefore, the Government is tailoring the requirements for Offeror’s submissions of cost or pricing data to that reflected in the guidance provided in FAR -- Part 12 Acquisition of Commercial Items. Offerors should review FAR 12.209 -- Determination of Price Reasonableness for additional FAR Part citations governing the determination of Price Reasonableness. Pricing information shall be provided in accordance with FAR Part 12 procedures (commercial items) and applicable procedures under FAR 15.402 to determine price reasonableness.

Offerors shall submit detailed other than certified cost or pricing data to support its proposed prices. The Offeror’s Microsoft Excel Workbook shall detail the costs for all CLINs and sub-CLINs as described in the Government’s supplied CLIN Structure Document attached to this RFP as Section J, Attachment 6.

The prices of sub-CLINs shall roll up to the total price of each CLIN. Each Offeror’s Cost Submission must describe and price all resources required to accomplish its proposed technical and management solutions to the Government’s requirements. This cost or pricing data shall be submitted as described in Table 15-2 of FAR Part 15.408. Cost or Pricing Data submitted must be sufficient to support the total price for each CLIN, providing details at the sub-CLIN level in conformance with a Work Breakdown Structure to Level 3. Offeror’s Microsoft Excel Workbook shall not be protected, and shall include ALL formulas. Hard-numbered Workbooks shall be deemed non-compliant and may be eliminated from any evaluation.

Offerors are advised that the KO may, using discretion, require additional supporting cost or pricing data if the KO determines it necessary to reach a decision regarding the reasonableness of an Offeror’s price submission. See guidance at FAR 15.403-1(c)(3). It is important to note that any line items that the Offeror cannot price according to traditional commercial pricing methods should be supported by cost or pricing data the Offeror deems sufficient to allow the Government to make a determination that the proposed price is fair and reasonable.

**L.5.4.3 Travel and ODCs**

As the Government believes that estimation of Travel costs over the life of the contract is not possible, for consistency in evaluation purposes, the Government is providing estimated travel costs below. These numbers shall be used –exactly as provided—by all Offerors. Failure to submit the exact Travel estimates may result in an Offeror’s price submission being determined non-compliant and removed from further consideration.

Travel ODCs

Base Years: $2,500,000 Base Years: $250,000

Option Years: $300,000 Option Years: $125,000

6-Month Option (if exercised) $150,000 6-Month Option (if exercised) $62,500

Any proposed ODCs shall be annotated in detail (e.g., quantity, description, etc. as applicable) and include supporting documentation to justify the proposed cost (e.g., vendor quotes, price history, etc.).

**L.5.4.4 Microsoft Excel Cost and Price Workbook**

The Offeror shall submit pricing data in a Microsoft Excel Document, utilizing the Government’s supplied CLIN Structure (Section J, Attachment 6). Failure to include all cost and price data previously described may result in the Offeror’s entire Price/Cost Volume being deemed non-compliant and inadequate for further Cost and Pricing review.

**L.5.4.5 CLIN Structure**

The Offeror shall review the CLIN Structure as provided at Section J, Attachment 6. The CLIN Structure details all requirements (Tasks and Subtasks) that must be priced in order for an Offeror’s submission to be considered complete. The CLIN structure template provides a breakout of the CLIN number, CLIN type, Description, and SOO/FRD references.

**L.5.5 TAB C: Other Information**

Government Furnished Property/Government Furnished Equipment (GFP/GFE), long lead costs, termination costs, development/production schedule, inflation rate summary and explanation, life cycle cost, and special tooling/test equipment may be critical factors the Offeror has considered in determining the Offeror’s estimate of the costs to complete the contract in accordance with the terms and conditions of the solicitation. List the exception(s) the Offeror may have taken to the ground rules and assumptions provided in the solicitation and each qualification the Offeror makes as the result to its Cost/Price volume, if any. Provide complete rationale for any exceptions. If Offeror’s cost and price proposal is contingent upon or subject to any of the factors listed previously in this paragraph, failure to state here and to provide a clear impact statement concerning the effect of said contingency item on the Offeror’s proposed costs and price, may result in Offeror’s proposal being deemed non-compliant.

**L.6.0 Volume IV – Past Performance Factor**

**L.6.1 General**

The Offeror shall submit past performance information with its proposal in accordance with the instructions below. Offerors are cautioned that the Government will use data provided by each Offeror and data obtained from other sources in the evaluation of past performance.

Past Performance of the Utilization of Small Businesses will be evaluated in this factor, if applicable.

Past Performance shall be organized according to the following general outline:

**L.6.2 Format and Specific Content**

**Past Performance**

TAB A: Summary

TAB B: Past Performance Questionnaires for Recent and Relevant Contracts

TAB C: Consent Letters

TAB D: Organizational Structure Change History

**L.6.3 TAB A: Summary**

In accordance with the page limitations set forth in Table L.2.2, Offerors should provide a summary of the past performance references provided and explain what aspects of those efforts the Offeror deems relevant and to what specific task areas of the proposed effort they relate. The Offeror shall utilize the Past Performance Volume Submission (Section J, Attachment 9) for this information. The Offeror shall also describe the roles of the Offeror, subcontractors, teaming partners, and/or joint venture partners. The Offeror shall describe quantifiable metrics for efficiencies including cost, schedule and/or performance.

**L.6.4 TAB B: Past Performance Questionnaires for Recent and Relevant Contracts**

The Offeror shall provide formal performance evaluation if available. Formal performance evaluations are those similar to the Contractor Performance Assessment Reporting System (CPARS). If the formal evaluation is available, it shall be included in the Offeror’s past performance submission. If a CPARS is included, a Past Performance Questionnaire (PPQ) is not required. If a formal evaluation is unavailable, submit information using the format contained in Section J, Attachment 7, Past Performance Cover Letter & Client Questionnaire.

The Offeror shall submit Past Performance Information on recent (active within the past three years from the date of issuance of this solicitation) contracts/orders that the Offeror considers most relevant in demonstrating their ability to perform the proposed effort. If the Offeror proposes a current contract/order as part of its past performance submission, the effort must have been in place for a minimum of six months prior to the date of issuance of this solicitation. The total of Past Performance Information references shall not exceed three. The Offeror may submit Past Performance Information from a subcontractor but at least two of the references shall be from the Offeror. Total page count for this Past Performance Volume is annotated above in Table L.2.2. The offeror shall use the format contained in Section J, Attachment 9, Past Performance Volume Submission.

Note: Individual Orders under an ID/IQ contract or Blanket Purchase Agreement are each considered to be one past/present performance effort.

Include rationale supporting your assertion of relevance. In order to be deemed relevant, the Offeror’s proposal must demonstrate experience with migration of existing data and provisioning of user accounts and for a single large organization of 30,000+ subscribers to a commercial cloud solution with requirements 002-2.3.1.22 and 002-2.3.1.23 outlined within section 15.3 Network Operations of the DEOS Functional Requirements Document (FRD). In determining relevancy, the Government will only consider past/present performance efforts of the prime contractor or a first tier subcontractor. The Government uses degrees of relevancy when assessing recent, relevant contracts per DoD Source Selection Procedures. The past performance evaluation team will consider the performance quality of relevant recent efforts for the second aspect of the past performance evaluation. Finally, the past performance evaluation team will review this past performance information and determine the overall rating at the factor level as it applies to performance confidence assessment. Ratings are identified in Section M.

If submitting the Past Performance Questionnaire, the Offeror should complete Questionnaire Cover Letter and Section 1. The Offeror shall not, however, complete any other section of the Past Performance Questionnaire. Questionnaires shall be sent back to the Offeror for inclusion in the proposal. Past Performance Questionnaires submitted for any Offeror’s team members shall clearly indicate the name of the Offeror within the questionnaire. The Government may contact the POCs to verify the accuracy of the PPQ.

Offerors shall include a copy of the most recent eSRS (Electronic Subcontracting Reporting System) submission if the reference required it. Offerors shall state if an eSRS submission was not required.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

**Note: The Offeror is required to provide and submit CPARS and PPQs within the proposal. They shall not be sent separately.**

**L.6.5 TAB C: Consent Letters**

In accordance with the page limitations set forth in Table L.2.2, the Offeror shall provide subcontractors, teaming partners, and/or joint venture partners consent or client authorization letters to be executed by each. These letters authorize the release of past performance information so the Offeror can respond to such information. A sample consent letter is provided at Section J, Attachment 8.

**L.6.6 TAB D: Organizational Structure Change History**

In accordance with the page limitations set forth in Table L.2.2, the Offeror shall provide an Organizational Change History, if applicable.

Many companies have acquired, been acquired by, or otherwise merged with other companies, and/or reorganized their divisions, business groups, subsidiary companies, etc. In many cases, these changes have taken place during the time of performance of relevant past efforts or between conclusion of recent past efforts and this source selection. As a result, it is sometimes difficult to determine what past performance is relevant to this procurement. To facilitate this relevancy determination, include in this proposal volume a "roadmap" describing all such changes in the organization of the company. A pamphlet or other commercial document describing such reorganizations may suffice. As part of this explanation, show how these changes impact the relevance of any efforts you identify for past performance evaluation / performance confidence assessment. Since the Government intends to consider past performance information provided by other sources as well as that provided by the Offerors, your "roadmap" should be both specifically applicable to the efforts the Offeror identifies and general enough to apply to efforts on which the Government receives information from other sources. This requirement is only applicable to the Offeror proposing as the prime Contractor.

**L.7.0 Volume IV –SMALL BUSINESS PARTICIPATION**

**L.7.1 General**

**L.7.2 Format and Specific Content Price Proposal**

TAB A: Small Business Participation and Commitment Plan

TAB B: Subcontracting Plan, if required

**L.7.3 TAB A: Small Business Participation and Commitment Plan**

All Offerors, including small businesses, proposing as a prime contractor shall submit a Small Business Participation Document IAW DFARS 215.304(c)(i). Offerors that submit a proposal as a prime contractor are required to propose the extent of their inclusion of small businesses, including: small business, small disadvantaged business, women-owned small business, HUBZone business, veteran-owned small business, and service-disabled veteran-owned small business in their performance of the contract. For other than small business offerors, the Small Business Participation Document is separate from and in addition to the Small Business Subcontracting Plan required below. Other than small business offerors need to ensure consistency between both the Small Business Participation Document and the Small Business Subcontracting Plan where appropriate.

Based on market research and historical subcontracting achievements, the goal for small business subcontracting is 13% of the total value of subcontracts based on the offeror’s proposed pricing for the period of performance.

The Small Business Participation Document shall demonstrate the "specifics" or the "how" or the "details" of the offerors’ firm intentions to maximize the utilization of small businesses. Offerors may demonstrate “commitment” to achieving the small business subcontracting goals (or requirements) by a variety of methods to include, pre-negotiated subcontracting agreements, and planned orders. To enable the Government’s evaluation, offerors shall include a Small Business Participation Table (see Table 7.3.1 below) in their Small Business Participation Document.

The Small Business Participation Document must include the small business company name, type of business, products/services, dollar value, timeframe, and nature of commitment with the named small business (e.g., joint venture, teaming arrangement, and subcontractor). Offeror’s format is acceptable, however it should contain all the elements in Table 7.3.1 below.

Table 7.3.1 - Small Business Participation Table

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name of Company | Type of Business | Type of products or services | Dollar Value | Timeframe | Nature of commitment |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

**L.7.4 TAB B: Small Business Subcontracting Plan**

**A Small Business Subcontracting Plan is also required (FAR 52.219-9) for Other than U.S. Small Businesses ONLY (i.e., Large Businesses).**

Separate from Small Business Participation Plan, firms other than U.S. Small Business Offerors, must also submit a subcontracting plan meeting the requirements of FAR 52.219-9 and DFARS 252.219-7003 (or DFARS 252.219-7004 if the Offeror has a comprehensive subcontracting plan). Firms other than U.S. Small Businesses must submit acceptable subcontracting plans to be eligible for award. The plan, at a minimum shall address the elements set forth in FAR Clause 52-219-9(d)(1) through (11). Subcontracting Plans shall reflect and be consistent with the commitments offered in the Small Business Participation and Commitment Plan. **Note: Subcontracting plans will only be reviewed for acceptability for the Offeror deemed to be apparent awardees.**

52.215-9000

52.215-9000 CROSS REFERENCE MATRIX (DEC 2010)

(a) The purpose of the cross reference matrix is to show critical interrelationships and dependencies among the Work Breakdown Schedule (WBS), Statement of Objective (SOO), Contract Line Items (CLINs), Contract Data Requirements List (CDRL) and Information to Offerors (ITOs). The matrix ensures that all requirements are addressed, requirements do not conflict and solicitation sections are internally consistent.

(b) *Cross Referencing.* To the greatest extent possible, each proposal volume shall be written on a stand-alone basis so that its contents may be evaluated with a minimum of cross referencing to other volumes of the proposal. Information required for proposal evaluation which is not found

in its designated volume will be assumed to have been omitted from the proposal.

(1) Cross referencing within a proposal volume is ONLY permitted where its use would conserve space without impairing clarity. Otherwise, cross referencing within a proposal volume is not permitted.

(2) The offeror shall fill out the cross reference matrix at Attachment 3 of this ITO indicating the proposal reference information as it relates to the ITO, SOW/SOO/PWS, CLIN numbers, and CDRL references found therein. The offeror shall provide a cross reference matrix indicating, by ITO, SOW/SOO/PWS, and/or specification paragraph number, the corresponding proposal paragraph in that section which addresses the referenced item.

(c) *Cross Reference Matrix for Prospective Offerors:* See paragraph (b) of this provision regarding instructions for completion of the solicitation Cross Reference Matrix. If this matrix conflicts with any other requirement, direction or provision of this solicitation, the other reference shall take precedence over this matrix. Additionally, to the extent this matrix discloses details as to the extent or manner by which the Government intends to evaluate offeror’s proposals for award, Section M references in the matrix are for information purposes only and the Government shall be obligated to evaluate proposals solely in conformance with the provisions of the Section M of the solicitation. An example of the format is shown below:

|  |
| --- |
| ***SOLICITATION CROSS REFERENCE MATRIX*** |
| *REQ.* | *WORK* | *WBS* | *CLIN* | *Section* | *Section* | *Proposal* | *SOW* | *CDRL* | *IMP* | *SOO* |
| *DOC.* | *REQ* | *LEVEL* |  | *L* | *M* |  |  |  |  |  |
| *3.2.2* | *Design B* | *2* | *0001* |  |  |  |  | *N/A* |  |  |
| *3.3.3* | *Build A* | *2* | *0002* | *3.B.2* |  |  |  | *A001* |  |  |

[https://www.ditco.disa.mil/DitcoContractingTemplates/doku.php?id=ordering\_procedures\_for\_ex ternal\_agencies\_dars\_clause\_52.216-9000](https://www.ditco.disa.mil/DitcoContractingTemplates/doku.php?id=ordering_procedures_for_external_agencies_dars_clause_52.216-9000)

(End of provision)

Section M - Evaluation Factors for Award

EVALUATIONS FACTORS FOR AWARD

**Section M - Evaluation Factors for Award**

**M.1. EVALUATION FACTORS FOR AWARD**

**M.1.1 SOURCE SELECTION**

**M.1.1.1**

Solicitation Requirements, Terms, and Conditions.Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical/management requirements, in addition to those identified as factors.Failure to comply with the terms and conditions of the solicitation may result in the Offeror being ineligible for award.

**M.1.1.2 Evaluation Process**

The Government will employ a two-step evaluation for this acquisition. Under Step One, the Government will evaluate the Offeror’s technical proposal against the “Acceptable / Unacceptable” criteria identified in Section M.2.1.1.1 below. Offerors who are rated as “Unacceptable” in any of the “Acceptable / Unacceptable” evaluation criteria may not be further evaluated under Step Two.

In Step Two of the evaluation, the Government will evaluate the Offeror’s proposals against best value tradeoff criteria identified in Section M.2.1.1.2 below. The best value criteria include the Technical Approach Factor (and associated subfactors), Price Factor, and Past Performance Factor. The factors above are listed in descending order of importance.

In accordance with FAR 15.304(e), all Step Two evaluation factors other than cost/price, when combined, are significantly more important than cost or price.

**M.2.1 EVALUATION FACTORS**

**M.2.1.1 FACTOR 1 – TECHNICAL FACTOR**

**M.2.1.1.1 Step One – Acceptable/Unacceptable Evaluation Criteria:**

The following criteria will be evaluated on an “Acceptable / Unacceptable” basis in accordance with Table 1 below. In order to be eligible for award, the offeror must be rated as “Acceptable” in each of the following technical criteria.

|  |
| --- |
| **TABLE 1 - TECHNICALLY ACCEPTABLE / UNACCEPTABLE DEFINITIONS**  |
| **RATING** | **DESCRIPTION** |
| ***Acceptable*** | Proposal/quotation clearly meets the minimum requirements of the evaluation criteria and relevant solicitation requirements. |
| ***Unacceptable*** | Proposal/quotation does not clearly meet the minimum requirements of the evaluation criteria and relevant solicitation requirements. |

**M.2.1.1.1.1 Criteria 1: Service Terms and Conditions (T&C)**

The Government will evaluate that the Offeror’s terms and conditions of the End User Licensing Agreements (EULAs) to determine if:

* The terms and conditions of the EULAs are compliant with and do not conflict with the Government's applicable regulations within Section H - Special Contract Requirements, FAR, DFARS, DARS Provisions / Clauses and other federal laws.
* The proposed EULAs grant the Government the rights required to achieve the project goals identified in the SOO (i.e., requirements satisfaction, customization minimization, operations & maintenance continuity, and sustainment compatibility).
* The proposed EULAs are utilized to directly meet the requirements set - both functional and non-functional.
* The proposed EULAs are consistent with, and directly support, the tasks delineated in the Performance Work Statement.
* The Government will evaluate that the Offeror has submitted a completed, unaltered, and signed Addendum to License Agreement or Terms of Use using the template provided at Section J, Attachment 14.

**M.2.1.1.1.2 Criteria 2: DoD Level 5 & 6 Provisional Authorization (PA)**

The Government will evaluate the Offeror’s ability to provide a current and active DoD Level 5 Provisional Authorization (PA) certification from the Designated Accreditation Authority (DAA) in accordance with the DoD Cloud Computing Security Requirements Guide (CC SRG) requirements at the time of initial proposal submission. If the Offeror is a reseller of a Cloud Service Offering (CSO), the PA must list the CSO product name (e.g., XYZ infrastructure as a service) and the authorization level (e.g., Impact Level 5).

If the CSP does not have a DoD PA at Level 6 at the time of initial proposal submission, the Government will evaluate the Offeror’s plan/approach for obtaining a DoD PA at Level 6 for the locations outside of the United States, territories and possessions SIPRNet environment within 8 months after contract award.

**Note:** Submissions from CSP who are currently in the FedRAMP JAB PA process, the FedRAMP ready status, or have a FedRAMP JAB PA or non-DoD U.S. Government Federal Agency Authority-to-Operate (ATO) at the moderate or high level for a cloud service offering (CSO) (i.e., Infrastructure as a Service, Platform as a Service, or Software as a Service) will not be accepted and will be deemed unacceptable.

**M.2.1.1.1.3 Criteria 3: Key Personnel Resumes & Clearances**

The Government will evaluate the Offeror’s approach to determine if the contractor demonstrates a comprehensive approach that ensures fully-trained, top-quality personnel are provided to meet or exceed all requirements of the Statement of Objectives (SOO). The Government will evaluate resumes of Key Personnel proposed to fulfill the requirements of SOO. The Government will also evaluate the Offeror’s approach for succession planning throughout the life of the contract effort to determine if the approach addresses factors driving turnover, establishes a measurement and baseline plan, and a strategy for managing and mitigating risk arising during and after departure of privileged users.

The following positions, or comparable labor categories as proposed by the offeror, are deemed Key Personnel; however, the Government reserves the right to designate additional individuals and labor categories as Key Personnel based upon review of the offeror’s proposal in accordance with DARS 52.237-9000.

* 1. Program Manager
	2. Migration Manager
	3. Operation Manager
	4. Enterprise Architecture Lead
	5. Directory Services Lead Engineer
	6. UC Lead Engineer
	7. Master Scheduler
	8. Strategic Communication Lead
	9. Change Management Lead
	10. Cybersecurity Lead Engineer

The Government will evaluate the Offeror's proposal to determine if the offeror’s staffing approach can successfully fulfill the requirements of the SOO.

**Note:** All key personnel outlined within the Offeror’s personnel plan must possess the required clearances in accordance with the DoD CCSRG and DD 254 at the time of initial proposal submission. Failure to present a detailed personnel plan and resumes with the proposal will deem the proposal ineligible for award and it will be removed from further consideration.

**M.2.1.1.1.4 Criteria 4: Section 508 Accessibility Standards**

The Government will evaluate the Offeror’s ability to comply with Section 508 Accessibility Standards through evaluation of the completed/submitted [Voluntary Product Accessibility Template (VPAT)](https://www.section508.gov/content/sell/vpat).

**M.2.1.1.1.5 Criteria 5: Supply Chain Risk Management**

The Government will evaluate the Offeror’s ability to comply with Supply Chain Risk Management (SCRM) requirements. The Government will evaluate the Offeror’s understanding of and preparation to comply with the Government’s requirements for SCRM controls.

**M.2.1.1.1.6 Criteria 6: Small Business Participation**

The Government will evaluate the extent to which offerors identify and commit to small business performance of the contract, whether as a prime contractor, joint venture, teaming arrangement, or subcontractor. The small business participation assesses the commitment to small business participation based on the detail provided in the Small Business Participation Document. In evaluation of this factor, the Government will only consider performance as a small business Prime Offeror and/or ‘first tier’ small business subcontracting. Second and third tier small business subcontractors will not be considered towards the Total Small Business Participation percentage in this factor. The Small Business Participation Document shall address the following areas for evaluation:

(a) Proposed goals for utilization of small business concerns, as defined in FAR Section 19;

(b) Efforts to ensure that the small business goals will be met;

(c) Specific extent of commitment to subcontract with small business firms (commitments for inclusion of small business via negotiated/signed agreements are desired);

(d) Identification by name, type of business, products/services, estimated dollar value; duration of work (if a service); and type of commitment shall be provided in the Table.

(e) Initiatives to subcontract to veteran owned small business.

The Offeror’s proposal on the Small Business Participation will be evaluated on an “Acceptable” / “Not Acceptable” basis in accordance with table 1 above.

**M.2.1.1.2 Step Two – Best Value Trade-Off Evaluation Criteria:**

Offerors that are rated as “Acceptable” for each of the “Acceptable / Unacceptable” criteria cited in Step One above will subsequently be evaluated using the following best value trade-off evaluation criteria. The best value trade-off evaluation criteria will be evaluated in accordance with Tables 2 and 3 below utilizing combined Technical / Management and Risk Ratings. Quotations which are rated “Red / Unacceptable” in any area may be excluded from further consideration.

|  |
| --- |
| **TABLE 2 - COMBINED TECHNICAL / MANAGEMENT & RISK RATINGS** |
| **Color** | **Rating** | **Description** |
| ***Blue*** | Outstanding | Proposal indicates an exceptional approach and understanding of the requirements and contains multiple strengths, and risk of unsuccessful performance is low. |
| ***Purple*** | Good | Proposal indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low to moderate. |
| ***Green*** | Acceptable | Proposal meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate. |
| ***Yellow*** | Marginal | Proposal has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high. |
| ***Red*** | Unacceptable | Proposal does not meet requirements of the solicitation, and thus, contains one or more deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is unawardable. |

|  |
| --- |
| **TABLE 3 – DEFINITIONS RELATING TO THE TECHNICAL EVALUATION RATING PROCESS** |
| ***Deficiency -*** is a material failure of a proposal/quotation to meet a Government requirement or a combination of significant weaknesses in a proposal/quotation that increases the risk of unsuccessful contract performance to an unacceptable level. |
| ***Risk*** - as it pertains to source selection, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an offeror’s proposed approach to achieving the technical factor or subfactor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and /or the likelihood of unsuccessful contract performance. |
| ***Significant Weakness -*** in the proposal/quotation is a flaw that appreciably increases the risk of unsuccessful contract performance. |
| ***Strength -*** is an aspect of an offeror's proposal/quotation that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance. |
| ***Uncertainty -*** is any aspect of a non-cost/price factor proposal/quotation for which the intent of the offeror is unclear (*e.g.*, there is more than one way to interpret the proposal/quotation or inconsistencies in the proposal/quotation indicating there may have been an error, omission, or mistake). |
| ***Weakness -*** means a flaw in the proposal/quotation that increases the risk of unsuccessful contract performance. |

**The Technical Subfactors listed below are listed in descending order of importance.**

**M.2.1.1.2.1 Subfactor 1 – United States, including its territories and possessions**

The Government will evaluate the following elements as part of the proposed CSO set-up, accreditation, and implementation for the NIPRNet and SIPRNet United States, including its territories and possessions, environments that will reside in a ***Commercial Servicer Providers Data Center***:

1. **System Engineering Plan (SEP) –** The Government will evaluate the Offeror’s solution, including interfaces and technical approach to integrate, deploy, and operate accredited NIPRNet and SIPRNet CSO environments within a Commercial Service Providers Data Center in accordance with the FRD sections 2 and 3, as well as DoD CC SRG Impact Level (IL) 5 and 6 requirements. The Government will evaluate the Offeror’s approach to determine if it demonstrates the ability to synchronize user directory data, attributes, certificates, and database objects that support the authentication and authorization required by the CSO from the Enterprise Directory to the cloud directory. The Government will evaluate the Offeror’s proposal to determine if the proposed solution integrates with the core integration points (FRD Section 6) to include an approach for a secure, efficient enterprise-wide authentication approach using DoD approved multi-factor methods for service subscribers and guests. The Government will evaluate the Offeror’s approach to meeting or exceeding the specified threshold requirements in the FRD Section 2, 3, and 6.
2. **Security and Information Assurance (IA) Approach –** The Government will evaluate the Offeror’s ability to meet all commercial and DoD-unique security and IA requirements and obtain appropriate certifications prior to initial operating capability (IOC) deployment and manage IA efforts throughout the program lifecycle in accordance with FRD Section 4 and 7.4. Additionally, the Government will consider the technical and schedule implications to make the proposed solution compliant with all reference frameworks. The Government will evaluate the Offeror’s approach to meeting or exceeding the specified threshold requirements in the FRD Section 4 and 7.4.
3. **Testing Approach –** The Government will evaluate the Offeror’s ability to implement and support internal testing procedures to ensure successful and timely completion of integration efforts. Additionally, the Government will evaluate the Offeror’s ability to support Government-led developmental testing and operational testing efforts within a ***Contractor’s Data Center and DoD test environment(s)*** in accordance with the FRD Section 10. The Government will also consider the cost and schedule implications associated with the Offeror’s proposed approach. The Government will evaluate the Offeror’s approach to meeting or exceeding the specified threshold requirements in the FRD Section 10.
4. **Implementation Schedule –** The Government will evaluate the Offeror’s proposed schedule to include the stand-up, integration with support DoD infrastructure and services, required IA accreditation and testing to reach Initial Operational Capability (IOC) for the United States, including its territories and possessions, NIPRNet and SIPRNet environments within a Commercial Service Providers Data Center. In addition, the Government will evaluate if the Offeror’s proposed schedule included Government identified key program milestones and deliverables (reference Section J, Attachment 13) and if the proposed schedule links all the activities with planned start and finished dates for each activity, durations (e.g., 12-18 months, 5 days, etc.), milestones, resources, and dependencies. The Government will evaluate the Offeror’s approach to meeting or exceeding the identified key program milestones and deliverables (reference Section J, Attachment 13) and must not exceed 12 months implementation time.

**M.2.1.1.2.2 Subfactor 2 – Locations outside the United States, territories and possessions**

The Government will evaluate the following elements as part of the proposed CSO set-up, accreditations, and implementation for the NIPRNet and SIPRNet outside the United States, territories and possessions, environments that will reside in a ***DoD Core Data Center (CDC)***.

1. **System Engineering Plan (SEP) –** The Government will evaluate the Offeror’s solution, including interfaces and technical approach to design, integrate, deploy, and accredit the NIPRNet and SIPRNet cloud service architecture for locations outside of the United States, territories and possessions, via a hybrid on-premises implementation at a DoD Core Data Center (CDC). The Government will evaluate the Offeror’s datacenter specifications relating to floor and rack space, physical security and access requirements, physical separation of equipment, cooling needs, power consumption, bandwidth demand, replication of data and accounts between the United States, territories and possessions and locations outside of the United States, territories and possession, and networking requirements to include remote management. The Government will use this information to determine feasibility and risks related to price and ability to accommodate the solution within a CDC facility. The Government will evaluate the Offeror’s approach to meeting or exceeding the specified threshold requirements in the FRD Section 2, 3 and 6.
2. **Security and Information Assurance (IA) Approach –** The Government will evaluate the Offeror’s ability to meet all commercial and DoD-unique security and IA requirements and obtain appropriate certifications prior to IOC deployment and manage IA efforts throughout the program lifecycle in accordance with FRD section 4. Additionally, the Government will consider the technical and schedule implications to make the proposed solution compliant with all reference frameworks. The Government will evaluate the Offeror’s approach to meeting or exceeding the specified threshold requirements in the FRD Section 4 and 7.4.
3. **Testing Approach –** The Government will evaluate the Offeror’s ability to implement and support internal testing procedures to ensure successful and timely completion of integration efforts. Additionally, the Offeror’s ability to support Government-led developmental testing and operational testing efforts within ***DoD test environment(s)*** in accordance with the FRD section 10. The Government will also consider the cost and schedule implications associated with the Offeror’s proposed approach. The Government will evaluate the Offeror’s approach to meeting or exceeding the specified threshold requirements in the FRD Section 10.
4. **Implementation Schedule –** The Government will evaluate the Offeror’s proposed schedule to include the stand-up, integration with support DoD infrastructure and services, required IA accreditation and testing to reach IOC for locations outside of the United States, territories and possessions, NIPRNet and SIPRNet environments within a DoD CDC. In addition, the Government will evaluate if the Offeror’s proposed schedule included Government identified key program milestones and deliverables (reference Section J, Attachment 13) and if the proposed schedule links all the activities with planned start and finished dates for each activity, durations (e.g., 12-18 months, 5 days, etc.), milestones, resources, and dependencies. The Government will evaluate the Offeror’s approach to meeting or exceeding the identified key program milestones and deliverables (reference Section J, Attachment 13) and must not exceed 24 months implementation time.

**M.2.1.1.2.3 Subfactor 3 – Migration**

The Government will evaluate the following elements as part of the proposed CSO pre-migration strategy/plan:

1. **Directory Services –** The Government will evaluate the Offeror’s approach to synchronize user directory data, attributes, certificates, and database objects that support the authentication and authorization required by the CSO from the Enterprise Directory to the cloud directory to ensure the proposed strategy/plan is scalable/secure based on global user lookup, supports the proposed architecture, and is provided by a single approach.
2. **Email –** The Government will evaluate the Offeror’s approach to migrate mailbox data from production source system to include message stores, calendars, contacts, mailboxes, non-person entity mailboxes (e.g., conference rooms), group mailboxes, distribution lists, and journaled messages to minimize service interruptions, and ensure service continuity.
3. **Content Management –** The Government will evaluate the Offeror’s approach to migrate content management sites, to include structure, content, workflows, permissions, and files to ensure data integrity and reduce data loss.

The Government will evaluate if the Offeror’s strategy/plan includes specific timelines/durations (e.g., 12-18 months) and required hardware associated with migrating of legacy directory service data and the migration of approximately 1.8M DoD user legacy email data for the United States, including its territories and possessions, NIPRNet environment. The Government will evaluate the Offeror’s migration strategy and implementation approach (e.g., phased, parallel, etc.), to determine if the Offeror’s proposed approach manages and validates data, and any potential error(s).

**M.2.1.1.2.4 Subfactor 4 – Management**

The Government will evaluate the following elements as part of the proposed management approach:

1. **Product Upgrade and Improvement Approach –** The Government will evaluate the Offeror’s ability to provide for product and CSO innovations and improvements through a defined commercial upgrade path and plan, the ability to incorporate DoD feedback into the product’s upgrade path(s), and Industry best practices allow for product upgrades and improvements. The Government will evaluate the Offeror’s approach for implementing a lifecycle patching/vulnerability management approach, and the roll out/implementation of new products within a DoD environment.
2. **Sustainment Approach –** The Government will evaluate the Offeror’s ability to sustain and maintain the proposed CSO and associated infrastructure provide user support services that are integrated with DoD enterprise support, and meet or exceed the Service Level Agreements (SLAs) in accordance with the FRD and SOO section 6. In addition, the Government will evaluate the Offeror’s ability to provide for outside of the United States, territories and possessions site-specific hardware and infrastructure refresh.

**M.2.1.2 FACTOR 2 – PRICE FACTOR**

The Government may employ any or all appropriate methodology including: Comparison of proposed prices received in response to the solicitation, comparison of proposed prices to historical prices paid, whether by the Government or other than the Government, for the same or similar items. At the discretion of the KO, the use of parametric estimating methods/application of rough yardsticks (such as dollars per pound or per horsepower, or other units) may be employed to highlight significant inconsistencies that warrant additional pricing inquiry.

Other reasonable methods of price evaluation include: comparison with competitive published price lists, published market prices of commodities, similar indexes, and discount or rebate arrangements; comparison of proposed prices with independent Government cost estimates; comparison of proposed prices with prices obtained through market research for the same or similar items; or, analysis of data other than certified cost or pricing data (as defined at 2.101) provided by the offeror.

As described previously, the KO retains the right to require additional other than certified cost or pricing data in the event a determination that proposed prices are fair and reasonable cannot be made through use of the analytical methods previously described.

The description of required cost or pricing data and information to be provided in the Offeror’s Narrative provided in Section L of this document should be reviewed to ensure that the Offeror has provided sufficient information for the Government to complete the price/cost evaluation.

**M.2.1.2.1 Evaluation Methodology**

Proposed prices will be reviewed and evaluated in accordance with applicable FAR guidance as it relates to Commercial products and services acquired under conditions of adequate competition. Price analysis is anticipated to be sufficient to determine price reasonableness of proposed prices. However, the Government intends to review the Offeror’s price proposal IAW applicable procedures under FAR 15.4, especially 15.402 and 15.404.

**M.2.1.2.2 Total Evaluated Price**

Total Evaluated Price (TEP) will consist of the contractor’s proposed price for the base period plus all option periods, to include pricing for the additional 6-month period authorized by FAR 52.217-8.

**M.2.1.3 FACTOR 3 – PAST PERFORMANCE**

**M.2.1.3.1 Recency**

The Government will evaluate the recency of the Offeror’s past performance information. To be recent, the effort must be ongoing or must have been performed during the past three years from the date of issuance of this solicitation. If the Offeror proposes a current contract/order as part of its past performance submission, the effort must have been in place for a minimum of six months prior to the date of issuance of this solicitation. Past performance information that fails this condition will not be further evaluated.

**M.2.1.3.2 Relevancy**

The Government will conduct an in-depth evaluation of all recent performance information obtained. In order to be deemed relevant, the Offeror’s proposal must demonstrate experience with migration of existing data and provisioning of user accounts and for a single large organization of 30,000+ subscribers to a commercial cloud solution with requirements 002-2.3.1.22 and 002-2.3.1.23 outlined within section 15.3 Network Operations of the DEOS Functional Requirements Document (FRD). In determining relevancy, the Government will only consider past/present performance efforts of the prime contractor or a first tier subcontractor. A relevancy determination of the Offeror’s past performance will be made based upon the aforementioned considerations. The past performance information forms and information obtained from other sources will be used to establish the degree of relevancy of past performance. The Government will use the following degrees of relevancy when assessing recent, relevant contracts (DoD Source Selection Procedures, paragraph 3.1.3.1.2). Past performance efforts determined to be Not Relevant will not be further evaluated for performance quality or considered in the performance confidence assessment rating.

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| **TABLE 4. PAST PERFORMANCE RELEVANCY RATINGS** |
| **Rating** | **Definition** |
| **VERY RELEVANT** | Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires. |
| **RELEVANT**  | Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires. |
| **SOMEWHAT RELEVANT** | Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires. |
| **NOT RELEVANT**  | Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires. |

**M.2.1.3.3 Performance Quality Assessment**

The Government will consider the performance quality of recent and relevant efforts. For each recent/relevant past performance reference reviewed, the performance quality of the work performed will be assessed. The quality assessment consists of an in-depth evaluation of the past performance questionnaire responses, PPIRS information, interviews with Government customers, and if applicable, commercial clients. It may also include interviews with DCMA officials or other sources known to the Government.

The Government will use the following quality ratings when assessing quality of relevant contracts (DISA Supplemental Source Selection Procedures, paragraph 3.1.3.1 (S-90)).

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the Offeror’s proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIIS), electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the Offeror like interviews with the KO, CORs, or other Government or commercial customers.

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| **TABLE 5. PAST PERFORMANCE QUALITY ASSESSMENT** |
| **Color** | **Rating** | **Description** |
| ***Blue*** | Exceptional | During the contract period, contractor performance meets or met contractual requirements and exceeds or exceeded many to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective. |
| ***Purple*** | Very Good | During the contract period, contractor performance meets or met contractual requirements and exceeds or exceeded some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective. |
| ***Green*** | Satisfactory | During the contract period, contractor performance meets or met contractual requirements. The contractual performance of the element or sub-element being evaluated contained some minor problems for which corrective actions taken by the contractor appear or were satisfactory. |
| ***Yellow*** | Marginal | During the contract period, contractor performance does not or did not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. |
| ***Red*** | Unsatisfactory | During the contract period, contractor performance does not or did not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective. |
| ***White*** | Not Applicable | Unable to provide a rating. Contract did not include performance for this aspect. Do not know. |

**M.2.1.3.4 Performance Confidence Assessment**

As a result of the relevancy and quality assessments of the recent contracts evaluated, offerors will receive an integrated performance confidence assessment rating. The resulting performance confidence assessment rating is made at the past performance factor level and represents an overall evaluation of contractor performance. Offerors without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance and, as a result, will receive an "Neutral Confidence" rating for the past performance factor. For evaluation purposes, a “Substantial Confidence” or “Satisfactory Confidence” past performance rating is worth more than a “Neutral Confidence” past performance rating.

The past performance factor will receive one of the performance confidence assessments described in the DoD Source Selection Procedures, paragraph 3.1.3.3.

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| **TABLE 6- PERFORMANCE CONFIDENCE ASSESSMENTS** |
| **Rating** | **Description** |
| **SUBSTANTIAL CONFIDENCE** | Based on the offeror’s recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort. |
| **SATISFACTORY CONFIDENCE** | Based on the offeror’s recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort. |
| **NEUTRAL CONFIDENCE** | No recent/relevant performance record is available or the offeror’s performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance. |
| **LIMITED CONFIDENCE**  | Based on the offeror’s recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort. |
| **NO CONFIDENCE** |  Based on the offeror’s recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort. |

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| 52.217-5  | Evaluation Of Options  | JUL 1990  |   |