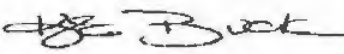


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER DODAAC31330408000		PAGE 1 OF 63	
2. CONTRACT NO. HQ0034-13-C-0096		3. AWARD/EFFECTIVE DATE 18-Jul-2013		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ0034-13-R-0120	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LYDIA L. RICHARDS		b. TELEPHONE NUMBER (No Collect Calls) 703-695-3457		6. SOLICITATION ISSUE DATE 01-Jul-2013	
9. ISSUED BY WHS - ACQUISITION DIRECTORATE 1225 SOUTH CLARK ST ARLINGTON VA 22202-3909 TEL: 703-545-0423 FAX:		CODE HQ0034		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input checked="" type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: 14M NAICS: 541611		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO DEPUTY CHIEF MANAGEMENT OFFICER WILLIAM TAYLOR MARK CENTER, SUITE 08F25 ALEXANDRIA VA 20301		CODE HQ0564		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR KONIG INFORMATION SECURITY SERVICES LLC (b)(6) 2751 PROSPERITY AVE STE 100 FAIRFAX VA 22031-4342 TEL: 703-488-9361		CODE 6LZS7		18a. PAYMENT WILL BE MADE BY DFAS INDIANAPOLIS 8899 E. 56TH STREET INDIANAPOLIS IN 46249-1510		CODE HQ0347	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$2,869,144.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input checked="" type="checkbox"/> OFFER DATED , YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		31c. DATE SIGNED 18-Jul-2013	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Kellie Buck / Contract Specialist TEL: 703-545-3376 EMAIL: kellie.buck@whs.mil			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 63	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	E2E/PEPI Labor FFP The contractor shall perform End-to-End (E2E) Enterprise Resource Planning (ERP) and Project Execution Process Improvement Program Support Services as set forth in the PWS.	6	Months	(b)(4)	(b)(4)

PURCHASE REQUEST NUMBER: DODAAC31330408000

NET AMT

(b)(4)

ACRN AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Additional funding for CLIN 0001 FFP				\$0.00

NET AMT

\$0.00

ACRN AB

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel COST Travel will be conducted in accordance with the PWS. The travel costs are to be reimbursed in accordance with Federal Acquisition Regulation (FAR) 31.205-46 "Travel Costs" and the Joint Travel Regulations (JTR). PURCHASE REQUEST NUMBER: DODAAC31330408000		Cost		(b)(4)
				ESTIMATED COST	
	ACRN AB				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	ODCs COST PURCHASE REQUEST NUMBER: DODAAC31330408000		Cost		(b)(4)
				ESTIMATED COST	
	ACRN AB				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	E2E/PEPI Labor FFP The contractor shall perform End-to-End (E2E) Enterprise Resource Planning (ERP) and Project Execution Process Improvement Program Support Services as set forth in the PWS.	12	Months	(b)(4)	(b)(4)

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Travel		Cost		(b)(4)
OPTION	COST				
	Travel will be conducted in accordance with the PWS. The travel costs are to be reimbursed in accordance with Federal Acquisition Regulation (FAR) 31.205-46 "Travel Costs" and the Joint Travel Regulations (JTR).				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	ODCs		Cost		(b)(4)
OPTION	COST				
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	E2E/PEPI Labor	12	Months	(b)(4)	(b)(4)
OPTION	FFP				
	The contractor shall perform End-to-End (E2E) Enterprise Resource Planning (ERP) and Project Execution Process Improvement Program Support Services as set forth in the PWS.				

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	Travel		Cost		(b)(4)
OPTION	COST				
Travel will be conducted in accordance with the PWS. The travel costs are to be reimbursed in accordance with Federal Acquisition Regulation (FAR) 31.205-46 "Travel Costs" and the Joint Travel Regulations (JTR).					
ESTIMATED COST					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	ODCs		Cost		(b)(4)
OPTION	COST				
ESTIMATED COST					

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

**Performance Work Statement (PWS)
Enterprise Business Integration (EBI) Directorate
End-to-End (E2E) Enterprise Resource Planning (ERP) and Project Execution
Process Improvement Program Support**

June 24, 2013

C.1 GENERAL:

C.1.1 DESCRIPTION OF SERVICES/INTRODUCTION: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, , and other items and non-personal services necessary to perform technical, management and analytical support for the Office of the Deputy Chief Management Officer (ODCMO) as defined in this PWS except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract. Work is to be accomplished for the Office of the Secretary of Defense (OSD), the Office of the Deputy Chief Management Officer (ODCMO), Alexandria, VA 22350-2000, herein referred to as Client, through the Washington Headquarters Services (WHS), Acquisition Directorate, Enterprise Analysis and Studies Division.

C.1.2 BACKGROUND: The DCMO leads the Department of Defense's (DoD) efforts to synchronize, integrate, and coordinate DoD business and system operations as the advisor to the Secretary and Deputy Secretary of Defense for matters relating to management and improvements and of business operations. ODCMO is focused on achieving sustainable and enduring investments, efficiency, and effectiveness in the Department's business related enterprise policies, processes and systems. The DCMO also serves as the DoD Performance Improvement Officer and is responsible for formulating the legislatively mandated Departmental Strategic Management Plan.

The ODCMO's EBI Directorate is responsible for defining, optimizing and implementing the Department's E2E business processes to include integration, requirements, data standards and performance measures and metrics linked to the Strategic Management Plan. This support includes providing support developing E2E processes, with an emphasis on Hire-to-Retire (H2R) and Procure-to-Pay (P2P). E2E processes cut across functional areas and are critical to business improvements and business operations. This E2E perspective facilitates informed enterprise-wide decisions about processes, capabilities and investments, which result in interoperable, non-duplicative solutions. The goal of these E2E efforts is to ensure defense systems enable E2E processes 'invisible' to the operators in the field.

The EBI Directorate supports Principal Staff Assistants and the Military Departments to capture, identify, integrate and optimize their unique requirements with the over-arching goals of the DoD enterprise. This interaction supports the efforts of the other DCMO Directorates, by enhancing

IAM's awareness of the PSA's functional strategies and by providing the Technology Innovation (TI) Directorate more focused areas for architecture improvement or enhancement. EBI's role as an integrator also requires that the Directorate support governance forums external to ODCMO and lead working groups and communities of interest focused on clear outcomes and deliverables to foster an E2E perspective for the DoD BMA.

The EBI Directorate is also ODCMO's lead advocate for the warfighter. EBI addresses immediate business process and business system challenges that adversely impact current operations. EBI seeks to identify and address business systems and capabilities requirements associated with current operations at the deployed/tactical level and develop processes, systems, enterprise solutions to resolve the developing issues. Recognizing the urgent need to improve enterprise business systems, the critical need to reduce the Expeditionary Business Mission Area systems complexity and information flows across all phases of operations by the Combatant Commands, and the DoD. EBI is sponsoring a series of research and analysis efforts focused on transforming Business Operations in this vitally important targeted environment. EBI also responds to urgent capability gaps in the expeditionary environment with the goal of providing immediate solutions for the Joint Force Commander. EBI addresses business challenges adversely affecting current operations by engaging directly with the warfighter and key OSD organizations. The EBI Directorate leads the ODCMO audit readiness activities. ODCMO supports the creation of a business environment where business financial results are recorded in a consistent and reliable manner to achieve financial consistency and audit readiness. In partnership with DCFO, EBI will facilitate the use of end-to-end business processes to extend the Financial Improvement Audit Readiness (FIAR) methodology.

Core EBI Functions & Activities:

- 1) Re-engineer and apply E2E processes to improve business operations and support audit readiness.
- 2) Serve as the primary DCMO liaison with Principal Staff Assistants and COCOMs.
- 3) Facilitate BEA content integration through E2Es.
- 4) Improve business value of ERPs through enterprise collaboration.
- 5) Create an operational vision for the use of future technology.
- 6) Improve interoperability through E2E enterprise data standards.
- 7) Facilitate and oversee the appropriate E2E governance model(s) and forum(s).
- 8) Document the target systems environment for business systems aligned to the E2E's.
- 9) Refine business processes to ensure alignment to expeditionary requirements.

C.1.3 ACRONYMNS:

ACRONYM AND ABBREVIATION LIST

<u>Acronym/Abbreviation</u>	<u>Definition</u>
BEA	Business Enterprise Architecture

BMA	Business Mission Area
BPR	Business Process Re-engineering
CFR	Code Federal Regulation
CLIN	Contract Line Item Number
CO	Contracting Officer
COCOM	Combatant Command
COMSEC	Communication Security
COR	Contracting Officer's Representative
DCFO	Defense Chief Financial Officer
DCMO	Deputy Chief Management Officer
DoD	Department of Defense
E2E	End to End
EBI	Enterprise Business Integration
ERP	Enterprise Resource Planning
FAR	Federal Acquisition Regulation
FIAR	Financial Improvement Audit Readiness
H2R	Hire-to-Retire
IAAP	Information Assurance Assessment Program
IAM	Investment Acquisition Management
INFOSEC	Information Security
JTR	Joint Travel Regulations
ODC	Other Direct Costs
ODCMO	Office of the Deputy Chief Management Officer
OSD	Office of the Secretary of Defense
P2P	Procure-to-Pay
PSA	Principle Staff Assistance
PWS	Performance-Based Work Statement
QCP	Quality Control Plan
RFP	Request for Proposal

C.2 SCOPE: The task area(s) in the scope of this Performance Work Statement (PWS) includes the following:

- 1) Task Area 1 – End-to-End (E2E) Integration/Business Process Re-engineering (BPR).
- 2) Task Area 2 – Enterprise Data Standards.
- 3) Task Area 3 – DBC/IRB Business Analysis Support.
- 4) Task Area 4 – ERP/Business System expertise.
- 5) Task Area 5 - Functional and technical support to help optimize DoD value chains in an expeditionary operations environment.

C.3 FIRM FIXED PRICE PERFORMANCE REQUIREMENTS: Section C.3 and its subsections represent the firm fixed price (FFP) component of this contract. The contractor shall provide services to meet the following requirements under a FFP contract type:

C.3.1 BASIC SERVICES:

C.3.1.1 The DCMO has a requirement for Research, Business Process Re-engineering, and ERP expertise around the identified End-to-End (E2E) Business Flows. The DoD E2E Business Flow reference model is comprised of 15 E2E Business Flows. These 15 E2E Business Flows represent a combination of mature industry best practices and DoD specific Business functions. Each E2E Business Flow (aka value chain) represents a set of integrated business functions that fulfill a need identified by the organization. Each E2E Businesses Flow is cross functional, cutting across organizational boundaries. The five E2E Business Flows in the scope of this effort are:

- 1) Procure to Pay.
- 2) Plan to Stock.
- 3) Cost Management.
- 4) Prospect to Order.
- 5) Deployment to Retrograde/Redeployment.

C.3.1.2 Supply and Value Chain Management:

Services that include all phases of planning, acquisition and management of logistics and DoD business systems. These services may include planning, acquisition, design, development, testing, production, fielding, management, operation, maintenance, sustainment, improvement, modification and disposal.

C.3.1.3 Studies and Analysis of:

The performance of strategic business process, systems and data research and analysis to further the cause of delivering improved logistics support to the War-fighter.

C.3.1.4 Governance and Organizational Design:

- 1) Identify capability gaps and develop recommendations to complex policy, planning, performance, regulatory and legislative affairs.
- 2) Investigate the complex business transformation activities of other DoD agencies and commands and develop a unified business transformation effort that reduces the impact on Combatant Commands.
- 3) Support the creation of new organizational and governance structures, including assisting with developing and maintaining concepts of operations and roles and responsibilities.

C.3.1.5 The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services and

the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's employees.

C.3.1.6 Contractor personnel under this contract shall not be used in administration or supervision of Government procurement activities.

C.3.1.7 The contractor shall obtain Government approval in writing prior to purchasing incidental material.

C.3.2 SPECIFIC SERVICES:

C.3.2.1 This is a list of tasking categories.

C.3.2.1.1 Task 1: End-to-End Transformation Integration/Business Process Re-engineering (BPR):

- 1) Assist the government to align the policy, process and systems for efficient business practice.
- 2) Perform Enterprise BPR assessments and make overall E2E integration recommendations to leadership by developing reports.
- 3) Perform system BPR assessments and make recommendations on investment decisions
- 4) Review Laws, Regulations, and Policy that impact Assessment Analysis and provide a recommended course of action.
- 5) Review and make recommendations for key authoritative policy documents addressing domain integration challenges by evaluating priorities and initiatives targeted to improve business capabilities.
- 6) Assist the government align BEA content integration through E2E.
- 7) Assist the government align BEA current content to E2E in support of Audit Readiness.
- 8) Assist the government with E2E integration of new BEA Content.
- 9) Document the End-to-End processes that enhance internal controls of intergovernmental transactions and daily reporting of Funds Balance with Treasury transactions.
- 10) Develop an overall project plan for: deployment of automated solution to build repository and manage intergovernmental transactions (IGT) and implementation of daily reconciliation of Funds Balance with Treasury. Plan must support the overall auditability requirements for the Department. Create auditable, repeatable, reusable, standardized business transactions sets that rely on the use of the Global Exchange for all intergovernmental transactions to be used across DoD.
- 11) Develop Business Process Reengineering visuals, plans, and recommend processes improvements using data standards in order to demonstrate how standards implementation will improve financial management and auditability for a variety of

DoD stakeholders, and to determine gaps in controls and processes that could be potentially automated or performed by DFAS.

C.3.2.1.2 Task 2: Enterprise Data Standards

- 1) Assist the government develop enterprise data dictionary with common definitions, business rules, and authoritative sources.
- 2) Identify points of enterprise data exchange within E2E and BEA as prioritized by the Strategic Management Plan.
- 3) Support construction of logical business process model third norm form 3NR
- 4) Develop recommended data configuration guides and XML Schemas that leverage existing COTS capabilities.
- 5) Map minimum data standards to E2E business flows
- 6) Analyze current data standards to interoperable exchange points, and make recommendations.
- 7) Support the development of the project plan for cost management and transparency reporting solution for DoD.
- 8) Assist the government with the development of the Enterprise Common Cost Element Framework - to enable cost management anywhere within DoD. Assist the government to develop enterprise standard cost data elements and recommend business rules for cost management reporting. Engage DoD customers to determine associated business rules and recommended policies to improved DoD cost reporting environment.
- 9) Support the development of a Defense Agency Standard Line of Accounting (SLOA) Implementation Plan, and aid in the further implementation of Service Provider and Components' systems SLOA Implementation Plans, to aid in audit sustainability over the long-term.
- 10) Conduct USSGL/DoD SCOA/posting logic and SFIS/SLOA compliance reviews - Standard General Ledger (SGL) Account Exemption Requests, resolution of findings/gaps from prior SFIS reviews.
- 11) Provide support for the development and monitor metrics on SFIS/SLOA implementation, use of Transaction Broker (translation and routing), and improvements to eCommerce and interoperability amongst financial systems.
- 12) Evaluate DoD-wide Financial Operation Metrics (Unsupported Accounting Entries (UAs) and Unmatched Transactions (UMTs)) to evaluate root causes to determine if current standards are being applied, work with Service Components, Defense Agencies, and FIAR team to correct, track corrective actions, and provide value-added feedback and analysis.

C.3.2.1.3 Task 3: DBC/IRB Business Analysis Support

- 1) Assist the government perform IRB Functional Strategy Analysis.
- 2) Assist the government perform Organizational Execution Plan (OEP) Analysis.

- 3) Assist the government perform E2E business integration analysis in support of Audit Readiness.
- 4) Assist the government analyze DITPR, SNAP-IT, and BEA updates and alignment.

C.3.2.1.4 Task 4: ERP/Business System Expertise

- 1) Assist the government identify and document COTs standards for enterprise exchange data problems in support of Audit Readiness.
- 2) Assist the government maximize ERP/Business System processes
- 3) Assist the government provide technical and programmatic implementation advice to IRB/IPT teams.

C.3.2.1.5 Task 5: Functional and technical support to help optimize DoD value chains in an expeditionary operations environment.

- 1) Supply and Value Chain Optimization - The contractor shall support supply and value chain modeling and contingency planning across all lifecycle phases of the expeditionary environment. The contractor shall provide analysis of the performance of value chain "As Is" processes across the expeditionary environment and perform data needs and system assessment to facilitate the incorporation of the optimized "To Be" processes into contingency plans, policy, and doctrine.
- 2) Project Execution - The contractor shall provide project execution support structured to provide EBO the benefit of both project management best practices and the evaluation/generation of enterprise-wide performance support strategies and tools. The contractor shall leverage its expertise in the area of project management, utilizing its methodology to drive the creation of the necessary strategies and tools to facilitate the successful management of EBI initiatives. Strategies and tools include; the development of project charters, POA&Ms, frameworks for the creation of functional and non-functional requirements, and other critical work products in support of sound project management practices.
- 3) Process Improvement Consulting - The contractor shall provide support in the area of organizational transformation by delivering services to facilitate continuous process improvement. Services include support for business process management, data analysis, metrics development analysis, system design, development and analysis, and other critical aspects of transformation. The contractor's transformational services must provide a clear connection to continuous improvements within the EBI organization and within the stakeholder organizations and initiatives that they support.
- 4) Deployed Warfighter Business System Support - The contractor shall work with the Unified Combatant Commands, Joint Staff, DFAS, the Service Components, and other department and interagency organizations as required to research systems

capabilities related to reception, staging, distribution, onward movement and sustainment, deployed contingency contracting, redeployment, and reconstitution of forces and material and assist EBI in modeling the interdependent processes and with the global supply chain integration planning. Contractor will map existing business processes and develop project plans to achieve End-to-End solutions. Contractor will develop and execute End-to-End solutions for data management system enhancements to the Commanders' Emergency Response Program.

- 5) Supply and Value Chain Best Practices - The contractor shall analyze supply and value chain best practices and assist EBI in supporting the deployed War-fighter in expeditionary operations environments by developing mechanisms to transfer these best practices across the Unified Combatant Commands.
- 6) Assist in Engagement Efforts between EBI and Unified Combatant Commands - The contractor shall assist EBO in ongoing engagement and change management efforts with the Combatant Commands to position the EBI to identify business capability gaps and opportunities to assist the Combatant Commands with transformational business activities.
 - a. The contractor shall assist EBI in engagement efforts to include planning and exercise activities to facilitate the identification of business capability gaps. The contractor shall provide analysis of business capability gaps. The contractor will assist EBI in the development of recommendations to address complex policy, planning, performance and, regulatory and legislative requirements.
 - b. The contractor shall assist EBI by investigating the complex business transformation activities of other DoD agencies and commands in developing a unified business transformation effort that reduces the impact on Combatant Commands. These efforts will have a direct impact on EBI's efforts to close the gaps identified by the deployed warfighter in Afghanistan, including the initiative to reduce Cash on the Battlefield. It will also reduce the Combatant Commands' struggle to meet the needs and requirements of the deployed warfighter as well impact fulfilling OSD's mandate to provide bottom-line accountability to the taxpayer while providing support to the warfighter.

(END OF SECTION C)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERIES AND PERFORMANCE**F.1 PERIOD OF PERFORMANCE (PoP):**

- 1) This contract shall be effective as of contract award, and shall continue up through a six (6) month base period, and two 12 month option years.
- 2) The contract ramp up period is from the effective date of the contract or as otherwise directed by the CO.

Year	Planned PoP Beginning	Planned PoP Ending
Base Period	15 September 2013	14 March 2014
Option Year 1	15 March 2014	14 March 2015
Option Year 2	15 March 2015	14 March 2016

F.2 PLACE OF PERFORMANCE: The majority of the work under this contract will be performed at the DCMO primary worksite, all work will be within the National Capital Region (NCR) except for one resource providing support OCONUS in Germany .

The government will provide access and information to perform the tasks articulated within this PWS and facilitate the interface of the contractor personnel with other staff offices as required to complete related tasks. Contractors will be provided work space within the National Capitol Region, will primarily perform work in office space in the Pentagon and Mark Center locations.

The DCMO primary worksite (DCMO offices) is defined as:

DCMO
4800 Mark Center Drive
8th floor, Suite 08F25
Alexandria, VA 22350-2000

F.3 HOURS OF OPERATION:

F.3.1 Normal Hours of Operation. Monday-Friday, eight (8) hours daily based upon the core business hours (0800-1700).

F.3.2 Government Holidays. The Contractor is not expected to work Government holidays (New Year's Day, Martin Luther King Day, Inauguration Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day,

Thanksgiving Day, Christmas Day, any day designated by Federal Statute, Executive Order, and/or Presidential Proclamation; acts of God (i.e. hurricanes, snowstorms, tornadoes, etc.), or any other unexpected Government closures.

F.4 REPORTS / NOTIFICATIONS:

F.4.1 The Contractor shall provide the deliverables and reports as detailed in the Deliverable Schedule table section F.4.3. All deliverables shall be provided in electronic format to the COR.

The Government has two days to review deliverable for content. If the deliverable is unacceptable based on the review of the deliverable, the Government shall return to the Contractor after review and the Contractor shall provide a revised report for acceptability by the Government.

F.4.2 The Contractor shall notify the Government project manager, CO and COR as specified when the Contractor determines that tasks will not be completed on time.

F.4.3 DELIVERABLE SCHEDULE

Task #/Ref	Deliverable	Planned Completion/Due Date/Frequency	Deliver To and Method of Delivery	Format
All	Monthly Status Reports as specified in section F.4.	Monthly, Ten (10) business days of each month for work performed the prior month	COR	MS Word
C.3.2.1.1 2	BPR Assessment Summary Report by Organizational Execution Plan (OEP) and System.	Monthly, Ten (10) business days of each month for work performed the prior month	COR/CO	MS Office transmitted to sharepoint through DCMO Portal.
C.3.2.1.1 4	LRP Impact Assessment Analysis and recommended course of action (Report Format).	Monthly, Ten (10) business days of each month for work performed the prior month	COR/CO	MS Office transmitted to sharepoint through DCMO Portal.
C.3.2.1.1	Provide reports on mapping BEA activities to E2E and	Monthly, Ten (10) business days of	COR/CO	MS Office transmitted

6 and 7	identify gaps and course of action.	each month for work performed the prior month		to sharepoint through DCMO Portal.
C.3.2.1.1 10	Develop an overall project plan for: deployment of automated solution to build repository and manage intergovernmental transactions (IGT) and implementation of daily reconciliation of Funds Balance with Treasury. Plan must support the overall auditability requirements for the Department. Create auditable, repeatable, reusable, standardized business transactions sets that rely on the use of the Global Exchange for all intergovernmental transactions to be used across DoD.	Monthly, Ten (10) business days of each month for work performed the prior month.	COR/CO	MS Office transmitted to sharepoint through DCMO Portal.
C.3.2.1.1 11	Develop Business Process Reengineering visuals, plans, and recommend processes improvements using data standards in order to demonstrate how standards implementation will improve financial management and auditability for a variety of DoD stakeholders, and to determine gaps in controls and processes that could be potentially automated or performed by DFAS	Monthly, Ten (10) business days of each month for work performed the prior month.	COR/CO	MS Office transmitted to sharepoint through DCMO Portal.
C.3.2.1.2. 2	Identify points of enterprise data exchange within E2E and BEA as prioritized by the SMP Provide Report which provides a summary of data points.	Monthly, Ten (10) business days of each month for work performed the prior month.	COR/CO	MS Office transmitted to sharepoint through DCMO Portal.
C.3.2.1.2	Analyze current data standards to interoperable exchange	Monthly, Ten (10) business days of	COR/CO	MS Office transmitted

6	points.	each month for work performed the prior month		to sharepoint through DCMO Portal.
C.3.2.1.2. 7	Documented mapping of current BEA activities to E2E and identify gaps and course of action.	Monthly, Ten (10) business days of each month for work performed the prior month.	COR/CO	MS Office transmitted to sharepoint through DCMO Portal.
C.3.2.1.3 1	Analysis of functional strategies against IRB Guidance	Monthly, Ten (10) business days of each month for work performed the prior month	COR/CO	MS Office transmitted to sharepoint through DCMO Portal.
C-3.2.1.3 2	Analysis of OEPs against IRB Guidance	Monthly, Ten (10) business days of each month for work performed the prior month	COR/CO	MS Office transmitted to sharepoint through DCMO Portal.
C.3.2.1.3 4	Analyze DITPR, SNAP-IT, and BEA and make recommendations.	Monthly, Ten (10) business days of each month for work performed the prior month	COR/CO	MS Office transmitted to sharepoint through DCMO Portal.
C.3.2.1.3 2	Document and define functional ERP capabilities for Target Business Environment	Monthly, Ten (10) business days of each month for work performed the prior month	COR/CO	MS Office transmitted to sharepoint through DCMO Portal.
C.3.2.1.4 3	As members of Integrated Product Team (IPT), provide weekly reports to include issues, potential solutions, and course of actions.	Monthly, Ten (10) business days of each month for work performed the prior month	COR/CO	MS Office transmitted to sharepoint through DCMO Portal.
E.2	Quality Control Plan	Ten (10) calendar days after award of contract	CO via Email	MS Office transmitted to sharepoint through

				DCMO Portal.
G.7	Kick-Off Meeting Minutes	Seven workdays after meeting	CO via Email	MS Office transmitted to sharepoint through DCMO Portal.

F.5 PERFORMANCE REQUIREMENTS SUMMARY (PRS): This PRS identifies critical success factors for the contract. It identifies both the performance objectives for those factors and the performance threshold required for each performance objective. The Government reserves the right to survey all services called for in the contract to determine whether or not the performance objectives were met.

- 1) The PRS contains performance objectives the Government will monitor,
- 2) The absence of any contract requirement from the PRS shall not detract from its enforceability nor limit the rights or remedies of the Government under any other provision of the contract.
- 3) The PRS will be used as the baseline to develop a QASP. The QASP will identify the surveillance methods the Government will use to evaluate the Contractor's performance.
- 4) Methods of surveillance can change after contract award based on, but not limited to:
 - a) Acceptance of a contract or QC plan, and
 - b) Performance

Performance Evaluation: Performance of a service will be evaluated to determine whether or not it meets the performance threshold. Re-performance is the preferred method of correcting any unacceptable performance. The Contractor shall provide the COR a written response why the performance threshold was not met, how performance will be returned to acceptable levels, and how recurrence of the cause will be prevented in the future.

PRS Table

PWS Ref	Deliverable or Required Services	Performance Standard (s)	Acceptable Quality Level (AQL)	Method of Surveillance
C.3.2.1.1 Task 2	BPR Assessment Summary Report by Organizational Execution Plan (OEP) and System.	Contractor shall ensure deliverables reflect a high level of professionalism specifically in the form, content, proof/edit, version control, final submission and on time as defined in section F.5.3 Deliverable Schedule.	98%	100% Inspection
C.3.2.1.1 Task 4	LRP Impact Assessment Analysis and recommended course of action.	Contractor shall ensure deliverables reflect a high level of professionalism specifically in the form, content, proof/edit, version control, final submission and on time as defined in section F.5.3 Deliverable Schedule.	98%	100% Inspection
C.3.2.1.1 Task 6 and 7	Reports on mapping BEA to E2E.	Contractor shall ensure deliverables reflect a high level of professionalism specifically in the form, content, proof/edit, version control, final submission and on time as defined in section F.5.3 Deliverable Schedule.	98%	100% Inspection

C.3.2.1.1 Task 11	Develop Business Process Reengineering visuals, plans, and recommend processes improvements using data standards in order to demonstrate how standards implementation will improve financial management and auditability for a variety of DoD stakeholders, and to determine gaps in controls and processes that could be potentially automated or performed by DFAS.	Initial plan (60 days after award). Updated NLT 10 work days after the last day of each month. Contractor shall ensure deliverables reflect a high level of professionalism specifically in the form, content, proof/edit, version control, final submission and on time as defined in section F.5.3 Deliverable Schedule.	98%	100% Inspection
C.3.2.1.2 Task 7	Documented mapping of current BEA activities to E2E and identify gaps and course of action.	Contractor shall ensure deliverables reflect a high level of professionalism specifically in the form, content, proof/edit, version control, final submission and on time as defined in section F.5.3 Deliverable Schedule.	98%	100% Inspection
C.3.2.1.2 Task 2	Identify points of enterprise data exchange within E2E and BEA as prioritized by the SMP Provide Report which provides a summary of data points.	Contractor shall ensure deliverables reflect a high level of professionalism specifically in the form, content, proof/edit, version control, final submission and on time as defined in section F.5.3 Deliverable Schedule.	98%	100% Inspection

C.3.2.1.2 Task 6	Analyze current data standards to interoperable exchange points. Provide government with report.	Contractor shall ensure deliverables reflect a high level of professionalism specifically in the form, content, proof/edit, version control, final submission and on time as defined in section F.5.3 Deliverable Schedule.	98%	100% Inspection
C.3.2.1.3 Task 1	Analysis of functional strategies against IRB Guidance	Contractor shall ensure deliverables reflect a high level of professionalism specifically in the form, content, proof/edit, version control, final submission and on time as defined in section F.5.3 Deliverable Schedule.	98%	100% Inspection
C.3.2.1.3 Task 1 and 2	Analysis of OEPs against IRB Guidance	Contractor shall ensure deliverables reflect a high level of professionalism specifically in the form, content, proof/edit, version control, final submission and on time as defined in section F.5.3 Deliverable Schedule.	98%	100% Inspection

C.3.2.1.3 Task 2	Analysis that results in Investment Decision Memorandum (IDM) recommendations/conditions on OEP.	Contractor shall ensure deliverables reflect a high level of professionalism specifically in the form, content, proof/edit, version control, final submission and on time as defined in section F.5.3 Deliverable Schedule.	98%	100% Inspection
C.3.2.1.3 Task 4	Analyze DITPR, SNAP-IT, and BEA and make recommendations.	Contractor shall ensure deliverables reflect a high level of professionalism specifically in the form, content, proof/edit, version control, final submission and on time as defined in section F.5.3 Deliverable Schedule.	98%	100% Inspection
C.3.2.1.4 Task 3	As members of Integrated Product Team (IPT), provide weekly reports to include issues, potential solutions, and course of actions.	Contractor shall ensure deliverables reflect a high level of professionalism specifically in the form, content, proof/edit, version control, final submission and on time as defined in section F.5.3 Deliverable Schedule.	98%	100% Inspection

C.3.2.1.4 Task 2	Document and define functional ERP capabilities for Target Business Environment	Contractor shall ensure deliverables reflect a high level of professionalism specifically in the form, content, proof/edit, version control, final submission and on time as defined in section F.5.3 Deliverable Schedule.	98%	100% Inspection
C.3.2.1.5 Task 6	Interface between EBO and the Warfighter	Provide leadership and support in the development and implementation of the strategic plans and projects that support the Directorates strategic goals. Establishes and/or follows a course of action to accomplish goals. Follows up by monitoring progress, results, and takes the approved corrective action as needed to stay the course. Information and standards as deemed appropriate by the Government and established business procedures.	98%	100%

F.6 Quality Assurance Surveillance Plan (QASP): The Government will evaluate the contractor's performance under this contract. The Government will record all surveillance observations. When an observation indicates defective performance, the COR will require the contractor's representative at the site to initial the observation documentation. The contractor's representative initialing the observation documentation does not necessarily constitute concurrence with the observation, only acknowledgment. Government surveillance of tasks may occur at any time during the performance period.

(END OF SECTION F)

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-SEP-2013 TO 14-MAR-2014	N/A	DEPUTY CHIEF MANAGEMENT OFFICER HQ0564 (b)(6) MARK CENTER, SUITE 08F25 ALEXANDRIA VA 20301 571-372-3262 FOB: Destination	
000101	N/A	N/A	N/A	N/A
0002	POP 15-SEP-2013 TO 14-MAR-2014	N/A	DEPUTY CHIEF MANAGEMENT OFFICER HQ0564 (b)(6) MARK CENTER, SUITE 08F25 ALEXANDRIA VA 20301 571-372-3262 FOB: Destination	
0003	POP 15-SEP-2013 TO 14-MAR-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0564
1001	POP 15-MAR-2014 TO 14-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0564
1002	POP 15-MAR-2014 TO 14-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0564
1003	POP 15-MAR-2014 TO 14-MAR-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0564

2001	POP 15-MAR-2015 TO 14-MAR-2016	N/A	{SAME AS PREVIOUS LOCATION} FOB: Destination	HQ0564
2002	POP 15-MAR-2015 TO 14-MAR-2016	N/A	{SAME AS PREVIOUS LOCATION} FOB: Destination	HQ0564
2003	POP 15-MAR-2015 TO 14-MAR-2016	N/A	{SAME AS PREVIOUS LOCATION} FOB: Destination	HQ0564

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97 3 0100.1120.00000.0905 251A 96JU97 049447 DSAC 3 0408

AMOUNT: (b)(4)

CIN DODAAC31330408000: (b)(4)

AB: 97 3 0100.1120.00000.1220 251A 96JU97 049447 DSAC 3 0487

AMOUNT: (b)(4)

CIN DODAAC31610487000: (b)(4)

ACCOUNTING AND APPROPRIATION DATA

AA: 97 3 0100.1120.00000.0905 251A 96JU97 049447 DSAC 3 0408

AMOUNT: (b)(4)

CIN DODAAC31330408000: (b)(4)

AB: 97 3 0100.1120.00000.1220 251A 96JU97 049447 DSAC 3 0487

AMOUNT: (b)(4)

CIN DODAAC31610487000: (b)(4)

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS**H.1 SECURITY REQUIREMENTS:**

H.1.1 For work under this PWS, all Contractor personnel shall possess a minimum of a SECRET security clearance, and must be a United States citizen. Contractor personnel performing under this contract with access to classified information must be cleared in accordance with the National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-M and the attached DD Form 254 (Attachment J-1). Where access to classified data is required, the Contractor personnel proposed in the Contractor's proposal must already be cleared to the appropriate security level. If adverse information is reflected as a result of this investigation, the Contractor must provide employees that are suitable for working in sensitive/classified position(s).

H.1.2 DCMO Facility Access Requests

Upon receipt of the VAL Form, the COR and the ODCMO Security Office will initiate "in-processing" procedures in accordance with current DoD badge requests (i.e., DCMO Building Badge Form, Common Access Card, etc.). The COR will provide all necessary forms to the contractor for completion for each contractor personnel, and will notify the contractor when personnel have been approved for access to the facility.

H.1.3 Equipment/Network Access

Access to the Government Local Area Network (LAN) is initiated through the completion of DD Form 2875 (Security Authorization Access Request) and a User Agreement form. The COR will provide this form to the Contractor for completion for each Contractor personnel. The Contractor shall provide these forms to the COR one week before the expected arrival date of a new employee. This form is to be signed/approved by the COR, and submitted to the DCMO Security Office. The issuance of waivers for access to DoD systems can be granted by the Chief Information Officer.

H.1.4 Facilities Access Requests/ Building Badges and Common Access Card (CAC)

Contractor personnel shall be required to obtain a CAC. Contractor personnel must obtain a functioning CAC and current building badge that will provide access to the Government's facility. The CAC will allow the holder to log onto the LAN, access Public Key Infrastructure (PKI) enabled web sites, access .mil email, and send/receive digitally signed and encrypted emails. The CAC is not considered to be a badge.

H.1.5 In and Out-Processing Notification

For security reasons, the COR must be notified of all Contract personnel who are hired to work on this contract. Notification of the start date must be submitted in writing as soon as it is determined. The COR must be notified in writing of all Contract personnel who will no longer work on this contract. Notification must occur as soon as the Contractor becomes aware that the person will be leaving.

H.1.6 Proper In-processing Procedures

All in-processing forms for contractor personnel shall be obtained from the COR. These forms shall include:

- 1) A Visitor Access Request (VAR) letter
- 2) Documentation necessary to obtain a building badge
- 3) Documentation necessary to obtain a Common Access Card (CAC)
- 4) DD 2875 form (a.k.a. a System Authorization Access Request (SAAR))
- 5) Certificate of completion of Badge Awareness training
- 6) Certificate of completion of Information Assurance training
- 7) An emergency contact information form
- 8) Certificate of No Conflict of Interest
- 9) Certificate of Non-Disclosure
- 10) An In-processing checklist

These forms and the checklist shall be completed, signed (contractor POC and Contractor's contract representative, if applicable) and returned to the COR within ten (10) business days prior to joining to contract. Ensure the forms are complete with the following information prior to submission to the COR:

- 1) Contract number and PoP
- 2) Contractor identifying information (name, address, phone number)
- 3) Contact information of Contractor's representative (name, phone number)

Incomplete packages will be returned to the Contractor's contract representative for completion.

H.1.7 Transition

Prior to commencing the out-processing procedures stated below, the Contractor personnel leaving the contract must transition all working documents, files, and knowledge to the replacement personnel or supervisor or as otherwise instructed by the COR. The Contractor shall furnish all transition operations in accordance with FAR 52.237-3 "Continuity of Services".

H.1.8 Out-processing Procedures

Personnel leaving the contract must complete the following items as coordinated with the Contracting Office via the COR:

- 1) Schedule Security Debriefing and sign Non-Disclosure Agreement
- 2) Report to IT for Officially sign-off and turn-in all issued government property
- 3) Turn-in badges and CAC
- 4) Transfer electronic files to COR or other designated staff member as appropriate
- 5) Voice mail re-set greeting and password

- 6) Turnover of all application and server passwords
- 7) Return Emergency Mask (if issued)

H.1.9 Personal Vehicle Parking

The Government is not responsible for the parking of contractor vehicles.

H.2 CONTRACT PERSONNEL QUALIFICATIONS:

H.2.1 The Contractor maintains the responsibility to recruit, hire, train, and present the proper number of qualified and skilled personnel in support of this requirement. Contractor personnel should have the ability to analyze situations, problem solve, develop probable solutions, and provide expert advice with at least one or more of the following areas: Finance, Logistics, Acquisition, Real Property, Personnel. Previous consulting or stakeholder management experience with a DoD affiliation is beneficial. In addition, previous exposure to the following:

- 1) BPR consulting experience providing services and support to a DoD and/or Federal agency/organization
- 2) Design, custom development and/or implementation of enterprise business systems and/or Enterprise Resource Planning (ERP) systems/capabilities
- 3) Experience providing services and support for contracts/task order of similar size, scope and complexity to those stated in the PWS
- 4) Ability to prepare briefings for Senior Executives in a dynamic political environment
- 5) History of successful verbal and written communication activities at enterprise-levels
- 6) Facilitation, analytic, root-cause analysis skills and supporting action plans
- 7) Ability to manage Congressional actions and inquiries as it relates to Defense Business Systems/Capabilities and supporting processes
- 8) Auditing procedures as it relates to FIAR Goals

H.3 SUBSTITUTION OF CONTRACT PERSONNEL:

H.3.1 Contractor shall not substitute key personnel without written consent from the Contracting Officer. The proposed substitute(s) shall possess qualifications equal to or superior to, those qualifications of the personnel being replaced.

H.4 REIMBURSABLE ITEMS:

H.4.1 Travel

The Contractor shall perform travel away from their primary worksite monthly to attend meetings necessary to support the requirements as stated in the PWS. All travel shall be coordinated through the DCMO, Enterprise Business Integration Directorate and approved by the COR prior to execution of travel. Travel will be reimbursed at actual

cost in accordance with the limitation set forth in FAR 31.205-46. Profit and other fees shall not be applied to travel costs. The Contractor shall submit all travel receipts, along with a completed reimbursement form (provided by the Government) no later than five business days after travel is completed. Local travel, defined as 100 mile radius of the DCMO location, is not reimbursable. Locations and duration of travel cannot be fully defined at this time; therefore, ceiling amounts for contractor travel are designated as a separate not-to-exceed (NTE) contract line item number (CLIN) in the schedule.

H.4.2 Training

All Contractor personnel are required to complete training mandated by DoD and the ODCMO. Such training includes Annual Privacy Act training and Information Assurance Training. The Government will provide reimbursement for any such mandatory training. Certificates of Completion for such training shall be provided to the ODCMO I.T. Department and to the COR. All other training is at the expense of the Contractor.

H.4.3 Other Direct Costs (ODCs)

The performance of this contract may periodically require the contract to purchase supplies, materials, renting temporary facilities, and support. The contractor shall seek COR/KO approval in advance of incurring any costs other than direct labor.

. If a single item or aggregate item is anticipated to equal or exceed \$3,000, the CO or COR may require that the Contractor obtain three quotes from suppliers and include documentation of these quotes with his/her proposal. The contractor shall make such documentation available to the COR upon request.. Specific ODC's cannot be established at this time; therefore, a Not to Exceed (NTE) amount of (b)(4) is included as a CLIN in the schedule to cover these costs.

H.5 ORGANIZATIONAL CONFLICT OF INTEREST (Oct 2010) – Alternates III, IV, VI:

“Organizational Conflict of Interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. “Person” as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises. All actual or potential OCI situations shall be handled in accordance with FAR Subpart 9.5. Offeror as used in this solicitation section addressing OCI shall include all vendors that the company submitting this proposal has entered into a contractor teaming agreement or prime subcontractor relationship with in connection with its proposal submission for this acquisition.

- (a) If the Offeror is currently providing support or anticipates providing support to the Government that presents an actual or potential OCI with the requirements for this acquisition; OR If the Offeror is currently performing or anticipates performing any other work for the Government under any proposal for any solicitation relating to the

requirements for this contract, then the Offeror shall include in its proposal submission: (1) a statement identifying and describing the actual or potential OCI, and (2) a proposed OCI mitigation plan detailing the Offeror's recommendation for how the potential OCI may be avoided, neutralized and/or mitigated. If the Government determines an OCI cannot be avoided, neutralized, or mitigated, the Offeror may be excluded from consideration for award. The Offeror warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(b) It is recognized that the effort to be performed by the contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(c) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any proprietary information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g. where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of one year after completion of performance on this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(d) The Contractor further agrees that, during the performance of this contract and for a period of one year after completion of performance of this contract, the Contractor, any affiliate

of the Contractor, any subcontractor, officers of the company participating in the contract, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any re-competition for those systems, components or services furnished pursuant to this contract. As provide in FAR 9.505-2,

- (e) if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the one year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.
- (f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.
- (g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.
- (h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.
- (i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final and is not subject to the clause of this contract entitled "DISPUTES" (FAR 52.233-1).
- (j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective

date of this contract; nor, shall this requirement preclude the Contractor from participating in research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier, which involve access to information, or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

Compliance with this requirement is a material requirement of this contract.

H.6 Insurance: Before beginning work under this contract, the Contractor shall certify to the Contracting Officer in writing that required insurance coverage has been obtained. For purposes of FAR 52.228-5 Insurance - Work on a Government Installation, the minimum coverage required during the term of this contract shall be as follows:

H.6.1 Workers' Compensation and Employer's Liability: The Contractor shall comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they must be covered under the employer's liability section of the Contractor's insurance policy, except when contract operations are so commingled with a Contractor's commercial operations it would not be practical to require this coverage. Employer's liability coverage is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

H.6.2 General Liability: The Contractor shall carry bodily injury liability insurance coverage written on the comprehensive form of policy.

H.6.3 Automobile Liability: The Contractor shall carry automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing this contract. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

H.7 COMMUNICATIONS SECURITY

H.7.1 All communications with Department of Defense (DoD) organizations are subject to Communication Security (COMSEC) and Information Security (INFOSEC) review.

H.7.2 The DoD authorizes military departments to conduct monitoring and recording of telephone calls and computer transmissions originating from, or terminating at, DoD organizations.

H.7.3 The contractor shall complete Government provided Information Assurance Assessment Program (IAAP) training prior to accessing Government computer networks.

H.8 PHYSICAL SECURITY: The contractor shall be responsible for safeguarding all Government property provided for contractor use.

H.9 CONSERVATION OF UTILITIES: The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions which prevent the waste of utilities which include the following:

H.9.1 Lights shall be used only in areas where and when work is actually being performed.

H.9.2 Mechanical equipment controls for heating, ventilation, and air conditioning systems shall not be adjusted by the contractor or by contractor employees unless authorized.

H.9.3 Water faucets or valves shall be turned off after the required use has been accomplished.

H.9.4 Government telephones shall be used only for official Government business.

H.10 SAFETY REQUIREMENTS: In performing work under this contract, the contractor shall:

H.10.1 Conform to safety requirements for all activities related to the accomplishment of the work.

H.10.2 Take such additional immediate precautions as the contracting officer may reasonably require for safety and mishap prevention purposes.

H.10.3 Develop and provide at the start of the orientation period or the start of the first operational performance period (if there is no orientation period) a safety plan for the

protection of Government facilities and property and to provide a safe work environment for contractor personnel.

H.10.4 Provide protection to Government property to prevent damage during the period of time the property is under the control or in possession of the contractor.

H.10.5 In the event of an accident/mishap, take reasonable and prudent action to establish control of the accident/mishap scene, prevent further damage to persons or property, and preserve evidence until released by the accident/mishap investigative authority through the contracting officer.

H.10.6 If the Government elects to conduct an investigation of the accident/mishap, the contractor shall cooperate fully and assist Government personnel in the conduct of investigation until the investigation is completed.

H.10.7 Include a clause in each applicable subcontract requiring the subcontractor's cooperation and assistance in accident reporting and investigation.

H.11 PERSONAL SERVICES:

This is a non-personnel service contract providing Technical, Management, and Business Process Improvement Support Services. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government. The Government will not issue orders to provide services prohibited by FAR Part 37.1. The administration and monitoring of the contractor's performance by the Government shall not be as detailed or continual as to constitute supervision of contractor personnel. Government personnel may not perform any supervisory functions for contractor personnel, such as interviewing, appraising individual performance, scheduling leave or work, or directing how to perform work.

H.12 GOVERNMENT FURNISHED ITEMS:

H.12.1 Government Furnished Property (GFP) (material, equipment, and/or information) will be provided in support of the performance of this effort. As determined by mutual agreement, the Government will provide additional property that may be required in the performance of this effort.

At the request of the Government, or at completion of this effort, the Contractor shall immediately return any Government-provided property, including any equipment, specialized or off-the-shelf software, and all other property provided by the Government for the Contractor to use to complete this effort.

H.12.2 Government Furnished Equipment (GFE)

The ODCMO will provide the Contractor with GFE (e.g. printers, desktops, laptops, copiers, etc.) necessary to support the requirements of this contract for on-site personnel. With prior Government approval, GFE can be used at alternate locations with Virtual Private Network (VPN) access. At no time will GFE be removed from ODCMO facilities without prior COR approval.

- 1) Personally-owned computers may not be used to conduct Government work and shall not be introduced into the Government workspace. Contractor-issued computers may be used in Government workspace; however, those computers shall not be connected to the Government's networks and they shall not be used to store sensitive information. Contractors shall not install wireless access points in the Government space.
- 2) The EBI directorate has established a team workspace to share information. The government intends to provide access to contractors personnel.

H.13 Disclosure of Information: The Contractor shall not disclose or release to other than Government-authorized persons or activities, the content of any Government software, procedures, materials or products generated under this contract, or information provided to the Contractor. All Contractor personnel will be required to complete a Non-Disclosure Agreement (NDA) prior to performing any work under this contract.

H.14 Problem Resolution: The contractor shall bring problems, or potential issues, affecting performance to the attention of the COR as soon as possible. Verbal reports will be followed up with written reports. The notification shall not relieve the contractor of the responsibility to correct problems for which they are responsible. If the problem (s) cannot be resolved, the COR will report the performance issues to the Contracting Officer.

H.15 Contractor Supplied Facilities or Services: The Contractor shall provide all items necessary to perform under this contract not specifically identified as Government furnished resources.

(END OF SECTION H)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JAN 2012
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.204-2	Security Requirements	AUG 1996
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-17	Section 8(A) Award	DEC 1996
52.223-4	Recovered Material Certification	MAY 2008
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.244-6	Subcontracts for Commercial Items	DEC 2010
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.227-7015	Technical Data--Commercial Items	DEC 2011

CLAUSES INCORPORATED BY FULL TEXT

52.204-99 -- System for Award Management Registration (DEVIATION)

Except for awards where the Government wide purchase card (GPC) is used as the method of payment, contracting officers shall include the attached clause 52.204-99, System for Award Management Registration, in lieu of FAR clause 52.204-7, Central Contractor Registration, and DF ARS 252.204-7004, Alternate A, Central Contractor Registration.

System for Award Management Registration (August 2012) (DEVIATION)

(a) Definitions. As used in this clause-

"Central Contractor Registration (CCR) database" means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

"Commercial and Government Entity (CAGE) code" means-

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an "NCAGE code."

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the SAM database" means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;

(2) The Contractor's CAGE code is in the SAM database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the SAM registration process.

"System for Award Management (SAM)" means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)

(1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> <<http://fedgov.dnb.com/webform>> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible 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.

(g)

(1)

(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 Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with 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 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (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.

(2) 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 FAR 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.

(h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> <<https://www.acquisition.gov/>> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2012)

(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 the Contract Disputes Act of 1978, 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, contract 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--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), 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 contract 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 Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), 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. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 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, and Compliance with Laws Unique to Government Contracts 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) Central Contractor Registration (CCR). (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 CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR 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 CCR database to ensure it is current, accurate and complete. Updating information in the CCR 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 CCR 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 CCR 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 CCR 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 CCR database. Information provided to the Contractor's CCR 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 CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(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. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).

___ (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 (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

X (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

X (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

X (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

___ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (11) [Reserved]

X (12)(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).

____ (13)(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 (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

____ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (iv) Alternate III (Jul 2010) of 52.219-9.

____ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

X (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____ (ii) Alternate I (June 2003) of 52.219-23.

____ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

____ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

____ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).

X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

X (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

X (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 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.)

____ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

____ (ii) Alternate I (Dec 2007) of 52.223-16.

X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

____ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (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 (MAR 2012) of 52.225-3.

(iii) Alternate II (MAR 2012) of 52.225-3.

(iv) Alternate III (NOV 2012) of 52.225-3.

(41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (42) 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).

____ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150

____ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

____ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

____ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

____ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

____ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (51)(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) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

_____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

X (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

_____ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

X (9) 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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

- (v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- (vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).
- (vii) 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.
- (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- (ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).
- (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).
- (xii) 52.222-54, Employment Eligibility Verification (JUL 2012).
- (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xiv) 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)

52.217-8 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 of contract expiration

WHS/AD Special Contract Provisions:

If the Government exercises its unilateral right to extend services under FAR clause 52.217-8, the unit price for the performance of services during the extension period will be the unit price contained in the contract for the last exercised period of performance.

(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 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 36 months.

(End of clause)

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

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

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

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

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

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Office of the Deputy Chief Management Officer.

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

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

(End of clause)

52.219-12 SPECIAL 8(A) SUBCONTRACT CONDITIONS (FEB 1990)

(a) The Small Business Administration (SBA) has entered into Contract No HQ0034-13-C-0096 with the Washington Headquarters Services Acquisition Directorate (WHS/AD) to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The Koniag Information Security Services (KISS) hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No HQ0034-13-C-0096 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

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

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

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

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

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

[HTTP://FARSITE.HILL.AF.MIL](http://FARSITE.HILL.AF.MIL)

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any insert regulation name (48 CFR) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2013)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

- (1) ____ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).
- (2) ____ 252.203-7003, Agency Office of the Inspector General (DEC 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).
- (3) ____ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
- (4) ____ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (AUG 2012) (15 U.S.C. 637).
- (5) ____ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).
- (6)(i) ____ 252.225-7001, Buy American and Balance of Payments Program (DEC 2012) (41 U.S.C. chapter 83, E.O. 10582).
- (ii) ____ Alternate I (OCT 2011) of 252.225-7001.
- (7) ____ 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013) (10 U.S.C. 2533b).
- (8) ____ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (MAR 2013) (10 U.S.C. 2533b).
- (9) ____ 252.225-7012, Preference for Certain Domestic Commodities (FEB 2013) (10 U.S.C. 2533a).
- (10) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (11) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
- (12) ____ 252.225-7017, Photovoltaic Devices (DEC 2012) (Section 846 of Pub. L. 111-383).
- (13)(i) ____ 252.225-7021, Trade Agreements (DEC 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii) ____ Alternate I (OCT 2011) of 252.225-7021.
- (iii) ____ Alternate II (OCT 2011) of 252.225-7021.
- (14) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (15) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (16)(i) ____ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (DEC 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) ____ Alternate I (JUN 2012) of 252.225-7036.
- (iii) ____ Alternate II (NOV 2012) of 252.225-7036.

- (iv) ____ Alternate III (JUN 2012) of 252.225-7036.
- (v) ____ Alternate IV (NOV 2012) of 252.225-7036.
- (vi) ____ Alternate V (NOV 2012) of 252.225-7036.
- (17) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) ____ 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).
- (19) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) ____ 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).
- (21) ____ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c))(10 U.S.C. 2321).
- (23) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) ____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (25) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (26) ____ 252.243-7002, Requests for Equitable Adjustment (DEC 2012) (10 U.S.C. 2410).
- (27) ____ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (28) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (29)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ____ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ____ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ____ Alternate III (MAY 2002) of 252.247-7023.
- (30) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR (2000) (10 U.S.C. 2631).
- (31) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include

the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7039, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

2) 252.227-7013, Rights in Technical Data--Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data--Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

Small Business Administration
Alaska District Office
420 L Street, Suite 300
Anchorage, AK 99501
Joyce Courtney
(907) 271-4837

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.219-7010 ALTERNATE A (JUN 1998)

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

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

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

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

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

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

(2) The (insert name of SBA's contractor) will notify the (insert name of contracting agency) Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

(1) Document type. The Contractor shall use the following document type(s).

2-n-1 Services Only

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

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

Not Applicable

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable".)

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0564
Issue By DoDAAC	HQ0034/TM3
Admin DoDAAC	HQ0034/TM3
Inspect By DoDAAC	_____

Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	Leave Blank
Service Acceptor (DoDAAC)	HQ0564
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	Leave Blank
Other DoDAAC(s)	_____

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

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

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

8852.204-7400 MANDATORY CONTRACTOR MANPOWER REPORTING (FEB 2013)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address:

<http://www.ecmra.mil/> <<http://www.ecmra.mil/>> .

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct technical questions to the help desk at:

<http://www.ecmra.mil/> <<http://www.ecmra.mil/>> . [Reference: DPAP memorandum of 28 November 2012, "Enterprise-wide Contractor Manpower Reporting Application."]

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS**PART III**
SECTION J – LIST OF ATTACHMENTS

The following documents, exhibits, and attachments are included in the solicitation and resulting contract. Representations and certifications completed by the contractor in response to this solicitation are incorporated by reference in the resulting contract at time of award.

ATTACHMENT NO.	TITLE	NO. OF PAGES
J-1	DD254 Department of Defense Contract Security Classification Specification	N/A

(END OF SECTION J)