

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING	
				a. FACILITY CLEARANCE REQUIRED <div style="text-align: center;">Top Secret</div>	
				b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center;">None</div>	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>		
<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER <div style="text-align: center;">HQ0034-13-C-0076</div>			a. ORIGINAL <i>(Complete date in all cases)</i> DATE (YYYYMMDD) <div style="text-align: center;">20131007</div>	
	b. SUBCONTRACT NUMBER		<input checked="" type="checkbox"/>	b. REVISED <i>(Supersedes all previous specs)</i> REVISION NO. <div style="text-align: center;">1</div> DATE (YYYYMMDD) <div style="text-align: center;">20140905</div>	
	c. SOLICITATION OR OTHER NUMBER DUE DATE (YYYYMMDD)			c. FINAL <i>(Complete Item 5 in all cases)</i> DATE (YYYYMMDD)	
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.					
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
a. NAME, ADDRESS, AND ZIP CODE Sawdey Solutions 1360 Technology Court Suite 300 Beavercreek OH 45430-2211		b. CAGE CODE <div style="text-align: center;">1TWX6</div>	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> Detroit Field Office (IOFND) Defense Security Service 17177 N. Laurel Park Drive, Suite 423 Livonia, MI 48152-2659		
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE N/A		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
8. ACTUAL PERFORMANCE					
a. LOCATION See Item #13		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT DCMO Administrative Support Services. The primary objective of this contract is to establish general office support activities for the DCMO Front Office and each of the subordinate four (4) Directorates of the ODCMO.					
10. CONTRACTOR WILL REQUIRE ACCESS TO:					
	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/>		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input checked="" type="checkbox"/>	
b. RESTRICTED DATA		<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		<input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA		<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION			e. PERFORM SERVICES ONLY	<input checked="" type="checkbox"/>	
(1) Sensitive Compartmented Information (SCI)	<input checked="" type="checkbox"/>		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		<input checked="" type="checkbox"/>
(2) Non-SCI	<input checked="" type="checkbox"/>		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION		<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT		<input checked="" type="checkbox"/>
g. NATO INFORMATION		<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS		<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/>	
i. LIMITED DISSEMINATION INFORMATION		<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>		l. OTHER <i>(Specify)</i>	<input checked="" type="checkbox"/>	
k. OTHER <i>(Specify)</i> Requires access to OSD/DCMO Secure rooms and SCI facilities.	<input checked="" type="checkbox"/>		Classified ADP processing will be involved. All provisions of DoD DIACAP and the new DoD Rick Management model apply.		

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release Direct Through (Specify)

Directorate for Freedom of Information and Security Review
1155 Defense Pentagon Washington, DC 20301-1155

Note: Public release of any U.S government information is not authorized unless specifically approved in writing by the government.

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

10a: Contractor must forward request for COMSEC material/ information through government program manager. The contractor will require administrative access to classified COMSEC material. The contractor will not receipt, copy, or generate classified COMSEC material unless specifically authorized in writing by the Contacting Officer Representative (COR). The contractor must forward any request for COMSEC material/information through the government program manager to the COMSEC Manager. The contractor is governed by NSA policy 3-16. Access to COMSEC material is restricted to US Citizens holding a final US Government clearance. COMSEC briefings will be provided by the government COMSEC hand receipt holder.

10e (1) - Access to Sensitive Compartmented Information (SCI) is required for this effort. Contractor personnel requiring access to SCI information require a final U.S. Government TOP SECRET clearance and must be indoctrinated for TS/SCI access. See below requirements for the release of SCI Information/materials. Prior approval of contracting activity is required for subcontracting. Access to Intelligence information requires TS/SCI indoctrination and a final U.S. Government TOP SECRET clearance.

10e. (2) See section on Non-SCI Release of Intelligence Information section listed below for additional security requirements.

10j. FOR OFFICIAL USE ONLY (FOUO) : FOUO information provided under this contract shall be safeguarded as specified in DOD 5400.7-R, "Protecting for Official Use Only (FOUO) Information." See enclosed For Official Use Only Addendum. Also, all Controlled Unclassified Information must be controlled / protected in accordance with DODI 5200.01, Volume 4.

See Block #13 Continuation Page

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. Yes No
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

See attachment for additional requirements for the release of SCI information to US Contractors. Access to intelligence information requires special briefings and a US Government clearance at the appropriate TS/SCI level. Approval of contracting activity is required for subcontracting.

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. Yes No
(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

SSO DIA has exclusive security responsibility for all SCI classified material release to or developed under this contract. DSS is relieved of security inspection responsibility for all such material. DIA is responsible for reviewing the contractor SCIF documentation to ensure compliance with SCIF regulations DSS retains oversight responsibility for collateral information.

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

(b)(6)

b. TITLE

Contracting

c. TELEPHONE (Include Area Code)

(b)(6)

d. ADDRESS (Include Zip Code)

(b)(6)

17. REQUIRED DISTRIBUTION

a. CONTRACTOR

b. SUBCONTRACTOR

c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR

d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

e. ADMINISTRATIVE CONTRACTING OFFICER

f. OTHERS AS NECESSARY

e. SIGNATURE

(b)(6)

DD Form 254, Contract #HQ0034-13-C-0076, Block #13 Continuation Pages:

10.j. GENERAL - The following FOUO applies to Freedom of Information Act, DoD 5400.7-R; and the Privacy Act information.

The FOUO marking is assigned to information at the time of its creation in a DOD Agency. It is not authorized as a substitute for a security classification marking but is used on official government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act.

Use of the FOUO marking does not mean that the information cannot be released to the public, only that it must be reviewed by the Government prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions of it

IDENTIFICATION MARKINGS:

An unclassified document containing FOUO Information will be marked "For Official Use Only" at the bottom of the front cover (if any), on the first page, on each page containing FOUO information but no classified information, the portion will be marked, "FOUO."

Within a classified document, an individual page that contains both FOUO and classified information will be marked at the top and bottom with the highest security classification of information appearing on the page. If an individual portion contains FOUO information but no classified information, the portion will be marked, "FOUO."

Any "For Official Use Only" information released to a contractor by a DOD User Agency is required to be marked with the following statement prior to transfer:

This document contains information EXEMPT FROM MANDATORY DISCLOSURE under the FOIA. Exemptions 2 – 9 apply.

Removal of the "For Official Use Only" marking can only be accomplished by the originator or other competent authority. When the "For Official Use Only" status is terminated, all known holders will be notified to the extent practical.

DISSEMINATION: Contractors may disseminate "For Official Use Only" information to their employees and subcontractors who have a need for the information in connection with a classified contract only.

STORAGE: During working hours, "For Official Use Only" information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information. During non-working hours, the information shall be stored to preclude unauthorized access. Filing such material with other unclassified records in locked files or desk is adequate when internal building security is provided during non-

working hours. When such internal security control is not exercised, locked buildings or rooms will provide adequate after-hours protection or the material can be stored in locked receptacles such as file cabinets, desks, or bookcases.

TRANSMISSION: "For Official Use Only" information may be sent via first-class mail or parcel post. Bulky shipments may be sent by fourth-class mail.

DISPOSITION: When no longer needed, FOUO information may be disposed of by shredding or tearing each copy into pieces to preclude reconstructing, and placing it in a regular trash container or as directed by the User Agency.

UNAUTHORIZED DISCLOSURE: The unauthorized disclosure of "For Official Use Only" information does not constitute a security violation but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions.

10e. (1) & (2). Release of Sensitive Compartmented Information (SCI) Intelligence Information Released to US Contractors

I. Requirements for access to SCI:

a. All SCI will be handled in accordance with special security requirements, which will be furnished by the designated responsible special security office (SSO).

b. SCI will not be released to contractor employees without specific release approval of the originator of the material as outlined in governing directives; based on prior approval and certification of "need-to-know" by the designated contractor.

c. Names of contractor personnel requiring access to SCI will be submitted to the contract monitor (CM) or COR for approval. Upon receipt of written approval from the CM, the company security officer will submit request(s) for special background investigations in accordance with the NISPOM, to the Intelligence Support Office. The entire personnel security questionnaire package should not be forwarded to the Intelligence Support Office. The Contractor Special Security Officer (CSSO) must follow the instructions provided by the Intelligence Support Office to the CSSO.

d. Inquiries pertaining to classification guidance on SCI will be directed through the CSSO to the responsible CM/COR as indicated on the DD Form 254.

e. SCI furnished in support of this contract remains the property of the Department of Defense (DoD) department, agency, or command originator. Upon completion or cancellation of the contract, SCI furnished will be returned to the direct custody of the supporting SSO, or destroyed IAW instructions outlined by the CM/COR.

f. SCI will be stored and maintained only in properly accredited facilities at the contractor location.

2. The CM/COR will:

a. Review the SCI product for contract applicability and determine that the product is required by the contractor to complete contractual obligations. After the CM/COR has reviewed the SCI product(s) for contract applicability and determined that the product is required by the contractor to complete the task the CM/COR must request approval for release from the originator, through the Intelligence Division, based on the product types listed below:

(1) Documents bearing the control markings of ORCON, PROPIN.

(2) GAMMA controlled documents.

(3) Any NSA/SPECIAL marked product.

(4) All categories as listed in DoD 5105.21-M-1

a. Prepare or review contractor billet/access requests to insure satisfactory justification (need-to-know) and completeness of required information.

b. Approve and coordinate visits by contractor employees when such visits are conducted as part of the contract effort.

c. Maintain records of all SCI material provided to the contractor in support of the contract effort. By 15 January (annually), provide the contractor, for inventory purposes, with a complete list of all documents transferred by contract number, organizational control number, copy number, and document title.

d. Determine dissemination of SCI studies or materials originated or developed by the contractor.

e. Within 30 days after completion of the contract, provide written disposition instructions for all SCI material furnished to, or generated by, the contractor with an information copy to the supporting SSO.

f. Review and forward all contractor requests to process SCI electronically to the accrediting SSO for coordination through appropriate SCI channels.

g. Request for release of intelligence material to a contractor must be prepared by the contract monitor (CM) and submitted to the Intelligence Support Office. This should be accomplished as soon as possible after the contract has been awarded. The request will be

prepared and accompanied with a letter explaining the requirement and copies of the DD Form 254 and Statement of Work.

Release of Non-SCI Intelligence Information to DoD Contractors

I. Requirements for access to non-SCI:

a. All intelligence material released to the contractor remains the property of the US Government and may be withdrawn at any time. Contractors must maintain accountability for all classified intelligence released into their custody.

b. The contractor must not reproduce intelligence material without the written permission of the originating agency through the Intelligence Support Office. If permission is granted, each copy shall be controlled in the same manner as the original.

c. The contractor must not destroy any intelligence material without advance approval or as specified by the contract monitor (CM). (EXCEPTION: Classified waste shall be destroyed as soon as practicable in accordance with the provisions of the Industrial Security Program).

d. The contractor must restrict access to only those individuals who possess the necessary security clearance and who are actually providing services under the contract with a valid need to know. Further dissemination to other contractors, subcontractors, other government agencies, private individuals or organizations is prohibited unless authorized in writing by the originating agency through the CM.

e. The contractor must ensure each employee having access to intelligence material is fully aware of the special security requirements for this material and shall maintain records in a manner that will permit the contractor to furnish, on demand, the names of individuals who have had access to this material in their custody.

f. Intelligence material must not be released to foreign nationals or immigrant aliens whether they are consultants, US contractors, or employees of the contractor and regardless of the level of their security clearance, except with advance written permission from the originator. Requests for release to foreign nationals shall be initially forwarded to the contract monitor and shall include:

(1) A copy of the proposed disclosure.

(2) Full justification reflecting the benefits to US interests.

(3) Name, nationality, particulars of clearance, and current access authorization of each proposed foreign national recipient.

g. Upon completion or termination of the classified contract, or sooner when the purpose of the release has been served, the contractor will return all classified intelligence (furnished or generated) to the source from which received unless retention or other disposition instructions are authorized in writing by the CM.

h. The contractor must designate an individual who is working on the contract as custodian. The designated custodian shall be responsible for receipting and accounting for all classified intelligence material received under this contract. This does not mean that the custodian must personally sign for all classified material. The inner wrapper of all classified material dispatched should be marked for the attention of a designated custodian and must not be opened by anyone not working directly on the contract.

i. Within 30 days after the final product is received and accepted by the procuring agency, classified intelligence materials released to or generated by the contractor, must be returned to the originating agency through the contract monitor unless written instructions authorizing destruction or retention are issued. Requests to retain material shall be directed to the CM for this contract in writing and must clearly indicate the justification for retention and identity of the specific document to be retained.

j. Classification, regrading, or declassification markings of documentation produced by the contractor shall be consistent with that applied to the information or documentation from which the new document was prepared. If a compilation of information or a complete analysis of a subject appears to require a security classification other than that of the source documentation, the contractor shall assign the tentative security classification and request instructions from the contract monitor. Pending final determination, the material shall be safeguarded as required for its assigned or proposed classification, whichever is higher, until the classification is changed or otherwise verified.

2. Intelligence material carries special markings. The following is a list of the authorized control markings of intelligence material:

a. "Dissemination and Extraction of Information Controlled by Originator (ORCON)." This marking is used, with a security classification, to enable a continuing knowledge and supervision by the originator of the use made of the information involved. This marking may be used on intelligence which clearly identifies, or would reasonably permit ready identification of an intelligence source or method which is particularly susceptible to countermeasures that would nullify or measurably reduce its effectiveness. This marking may not be used when an item or information will reasonably be protected by use of other markings specified herein, or by the application of the "need-to-know" principle and the safeguarding procedures of the security classification system.

b. "Authorized for Release to (Name of Country (ies)/International Organization)." The above is abbreviated "REL _____." This marking must be used when it is necessary to identify classified intelligence material the US government originator has

predetermined to be releasable or has been released through established foreign disclosure channels to the indicated country (ies) or organization.

3. The following procedures govern the use of control markings.

a. Any recipient desiring to use intelligence in a manner contrary to restrictions established by the control marking set forth above shall obtain the advance permission of the originating agency through the CM. Such permission applies only to the specific purposes agreed to by the originator and does not automatically apply to all recipients. Originators shall ensure that prompt consideration is given to recipients' requests in these regards, with particular attention to reviewing and editing, if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control markings.

b. The control marking authorized above shall be shown on the title page, front cover, and other applicable pages of documents, incorporated in the text of electrical communications, shown on graphics, and associated (in full or abbreviated form) with data stored or processed in automatic data processing systems. The control marking also shall be indicated by parenthetical use of the marking abbreviations at the beginning or end of the appropriate portions. If the control marking applies to several or all portions, the document must be marked with a statement to this effect rather than marking each portion individually.

c. The control markings shall be individually assigned at the time of preparation of intelligence products and used in conjunction with security classifications and other marking specified by E.O. and implementing security directives. The marking shall be carried forward to any new format in which the same information is incorporated including oral and visual presentations.

4. Request for release of intelligence material to a contractor must be prepared by the contract monitor (CM) and submitted to the Intelligence Support Office. This should be accomplished as soon as possible after the contract has been awarded. The request will be prepared and accompanied with a letter explaining the requirements and copies of the DD Form 254 and Statement of Work.

10k. OTHER: All prime and subcontractors requiring access to the OSD/DCMO or other government cleared facilities must obtain/maintain the appropriate clearance required for the OSD/DCMO position. All contractor assigned to this task must be able to obtain/maintain a minimum of an interim Top Secret clearance granted by DISCO. Additional contractors supporting this effort will comply with Performance Work Statement and Information Assurance policy. The OSD/DCMO program manager will provide security classification guidance for the performance of this contract.

8a/11a: Contract performance shall primarily occur in the Office of the Secretary of Defense, Deputy Chief Management Officer (OSD/DCMO) located at the Pentagon,

Mark Center and other CONUS/OCONUS locations as required by the government Contracting Officer Representative (COR). All provisions of DoD 5220.22M and its supplements apply.

11e: The contractor shall provide administrative support for Deputy Chief Management Officer (DCMO). Cleared personnel are required to perform this service because access to classified information cannot be precluded. The contractor is not authorized to release classified or unclassified information to any activity or person outside of the DCMO. Only with the expressed permission of the Government's Contracting Officer Representative may the contractor reproduce any classified information/material. All requirements for control and accounting for original documentation and copies apply.

Additional Information:

Compliance with instructions contained in 48 CFR, Part 52, Federal Acquisition Regulation (FAR), Common Identification Standard for Contractor Personnel, the contractor shall comply with DoD personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directives-12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, Federal Information Processing Standards Publication (FIPS PUB) number 201) and GSA HSPD-12, Standard Operating Procedure (SOP), Personnel Security Process, dated November 18, 2005. The Contractor shall insert this clause in all subcontracts that the subcontractor is required to have physical access to a federal controlled facility or access to a Federal information system.

Personally Identifiable Information (PII)

- Contractor shall protect PII as required by laws and regulations (i.e. Privacy Act of 1974; DoD 5400.11-R; DoDM 5200.1M Volume 4). A few of these safeguards are:

1. Immediately report known or suspected instances of a privacy breach to the security manager at: whs.pentagon.em.mbx.security-officers@mail.mil.
2. If involved in a breach, immediately attempt to recover the PII to bring it back under DoD control.
3. Pick up and safeguard PII found unprotected.
4. Enforce "need to know."
5. Look for PII during "end of day checks."
6. Store PII in a locked desk drawer or file cabinet.
7. Encrypt email containing PII.
8. Validate the recipient of PII requires PII for an official purpose.
9. Ensure all recipients on email require the PII before hitting "send."
10. Use a burn bag to destroy PII.
11. Store and process PII only in approved customer locations.
12. Apply appropriate markings to documents and email that contain PII.
13. Do not store PII on laptops or other removable media.

14. If teleworking, access PII only through connection to the WHS network and using only a WHS issued laptop.
15. If teleworking, prevent family and friends from viewing PII.
16. Do not email PII to personal email accounts/servers (i.e. yahoo or gmail).
17. Password protect documents containing PII if you cannot encrypt an email.
18. Retrieve or clear PII from fax machines, printers, and copiers.
19. Escort visitors.
20. Do not discuss PII near unauthorized persons or in unauthorized locations.
21. Remove your CAC if you walk away from your computer.
22. Do not list PII on the subject line of emails.
23. If emailing PII outside of .mil for an official purpose and you cannot encrypt the email, you must password protect the document.
24. Do not share/use/post PII to social media sites or any publically accessible web site.
25. Do not post PII to a shared network drive/folder unless the folder is limited to access by those persons with an official "need to know."
26. Do not store PII in a motor vehicle.
27. Do not place PII in trash cans or recycle bins
28. Do not store PII on CD/DVDs unless approved in writing by the COR/COTR.
29. Ensure 100% accountability of paper documents containing PII.

Unauthorized Disclosure of Classified Information

- a. Secretary of Defense memorandum "Deterring and Preventing Unauthorized Disclosures of Classified Information," October 18, 2012.
- b. Under Secretary of Defense (Intelligence) memorandum "Improving Policy and Procedures for Unauthorized Disclosure Reporting," June 19, 2012.

Definitions:

- a) **Authorized Person** – A person who has a favorable determination of eligibility for access to classified information, has signed an SF 312 nondisclosure agreement, and has a need to know for the specific classified information in the performance of official duties. Source: DoDM 5200.01 Vol 2.
- b) **Need-to-Know** – A determination made by an authorized holder of classified information that a prospective recipient requires access to specific classified information in order to perform or assist in a lawful and authorized governmental function. Source: DoDM 5200.01, Vol 3.
- c) **Unauthorized Disclosure** – Communication or physical transfer of classified or controlled unclassified information to an *unauthorized recipient*. Source: DoDM 5200.01, Vol 3.
- d) **Violation** – Any knowing, willful, or negligent action that could reasonably be expected to result in an *unauthorized disclosure* of classified information. Source: DoDM 5200.01, Vol 3.
- e) **Contracting Officer (CO)** – (DOD) The Service member or Department of Defense civilian with the legal authority to enter into, administer, modify, and/or terminate contracts. Source: JP 4-10

- f) **Contracting Officer Representative (COR)** – (DOD) A Service member or Department of Defense civilian appointed in writing and trained by a contracting officer, responsible for monitoring contract performance and performing other duties specified by their appointment letter. Also called COR. Source: JP 4-10.
- g) **Controlled Unclassified Information (CUI)** – Unclassified information that requires safeguarding or dissemination controls, pursuant to and consistent with applicable law, regulations, and Government-wide policies. Source: DoDM 5200.01, Vol 4.
- h) **Compromise** – An unauthorized disclosure of classified information. Source: DoDM 5200.01, Vol 3.
- i) **Determining Need for Access.** The individual with authorized possession, knowledge, or control of the information has the final responsibility for determining whether a prospective recipient's official duties requires them to possess or have access to any element or item of classified information, and whether that prospective recipient has been granted the appropriate security clearance by proper authority. DoDM 5200.01, Vol 3.
- j) **Official DoD Information** – All information that is in the custody and control of the Department of Defense, relates to information in the custody and control of the Department, or was acquired by DoD employees as part of their official duties or because of their official status within the Department.
- k) **Violation** – Any knowing, willful, or negligent action that could reasonably be expected to result in an unauthorized disclosure of classified; or Any knowing, willful negligent action to classify or continue the classification of information contrary to the requirements of Executive Order 13526, its implementing directives, or DoDM 5200.01-M. Any knowing, willful, or negligent action to create or continue a special access program contrary to the requirements of Executive Order 13526, DoDD 5205.07, or DoDM 5200.01. Source: DoDM 5200.01.
- l) **Personal Responsibility for Safeguarding** – Everyone who works with classified information is personally responsible for taking proper precautions to ensure that unauthorized persons do not gain access to classified information. Everyone granted access to classified information is personally responsible for protecting the classified information they know, possess, or control and for complying with the pre-publication security review processes specified in DoDD 5230.09 (Reference (k)). Classified information shall be protected at all times either by storing it as this Volume prescribes or by having it under the personal observation and control of an authorized individual. Source: DoDM 5200.01, Vol 3.

ITEM 11I. OTHER (specify)

Government Policy

- The fact specific wording may not be written in this DD254 does not constitute a waiver to comply with government policy.

Pentagon Badge

- If a Pentagon Badge is required for performance on this contract, each individual must have at a minimum, a completed favorable NCIC check before issuance.
- Contractor shall follow instructions provided to complete this process.
- Badges shall be used only for an official authorized purpose in performance of this contract.
- Photocopying/duplicating of badges is prohibited.
- All badges shall be returned when expired or no longer required for performance of this contract. Return badges to:

OSD/DCMO Security Manager

(b)(6)

Common Access Card (CAC)

The government issued credential (CAC) is the property of the U.S. Government and shall not be retained by the cardholder upon expiration, replacement, or when the DoD affiliation of the employee has been terminated. Unauthorized possession of an official credential, like a CAC, can be prosecuted criminally under section 701, title 18, United States Code.

- All CACs shall be returned when expired or no longer required for performance of this contract. The CAC must be returned to the issuing office or the DA&M WHS Security Manager at:

WHS Security Manager

(b)(6)

- If a CAC is required for performance on this contract (access to DoD information systems or facilities) each individual must have at a minimum, a completed favorable NACI. Other acceptable (favorable) background checks are:
- Individuals who require a security clearance to perform on this contract will be issued a CAC when appropriate based on the favorable results of ongoing or previous background checks. Favorable results of a background check and eligibility of a security clearance must be posted to JPAS.

Information Systems

- Personnel occupying Information Assurance management or user access positions must have the appropriate investigation level, security clearance and approval(s) in place.
- Contractor shall ensure DoD information is processed according to government policy. Some policy requirements are:

- a) DoD information shall be processed only on DoD approved information systems.
- b) Classified information shall be processed only on information systems approved for classified processing at the appropriate level.
- c) DoD information shall not be processed on Non DoD approved information systems (e.g. personal/home/contractor computers).
- d) Contractor shall not modify DoD information systems or introduce hardware or software unless approved by the CO and government customer.
- e) Contractors shall not use removable media (e.g. thumb drives, CDs) to store DoD information.

Wireless Security Policy

- The contractor shall not install or operate wireless access points (e.g. Hot spots, routers) or any other Radio Frequency (RF) installation without prior Reservation Installation Application (RAI) approval.
- Contractor shall not bring personnel electronic devices (e.g. cell phone) into any secure facilities.

Security of Unclassified DoD Information on Non-DoD Information Systems

- Contractor is not authorized to process Unclassified DoD information on Non-DoD Information Systems.
- Non-DoD Information Systems are defined as: Any information system that is not owned, used, or operated by the Department of Defense AND that is not used or operated by a contractor or other non-DoD entity on behalf of the Department of Defense.

Web Sites

- Contractor shall not post DoD information to any DoD controlled restricted web site unless approved by the CO and government customer.
- Contractor shall not post DoD information to any publicly accessible web.

Personal Devices

- Contractor shall not use any personal or other non DoD approved devices (e.g. laptops, cell phones, pda's, cameras, voice recorders) to store, receive, process or transmit DoD information.

Compliance with Government Customer Security Programs

- Contractor shall comply with government customer programs designed to safeguard information, facilities, equipment and personnel by complying with established education & awareness programs and operating procedures including but not limited to: Information Security, Physical Security, Personnel Security, Communications Security, Information System Security, Controlled Unclassified Information, Operations Security, Counterintelligence, Anti-Terrorism Force Protection and Emergency Planning.

ORIGINAL CLASSIFICATION AUTHORITY "NOT AUTHORIZED".

DERIVATIVE CLASSIFICATION

- Derivative Classification may not be performed until an approved Security Classification Guide is provided to the contractor by the CO and/or government customer.
 - Personnel at government location performing this function must first complete training at dss.mil. Create a STEPP account. Complete course code: IF103.16. Email the certificate of completion to: whs.pentagon.em.mbx.security-officers@mail.mil.
 - Contractor shall not re-word, modify or otherwise alter originally classified information.
- DECLASSIFICATION & DOWNGRADING OF CLASSIFIED INFORMATION**
- Declassification & downgrading of classified information is prohibited.

Unauthorized Public Disclosure of Classified Information

- Contractor shall not release any classified information to the public.
 - Public disclosure includes but is not limited to: person to person, the internet, social web sites, newspapers, television, radio.
 - Contractor shall report known or suspected instances of unauthorized public disclosure of classified information.
 - Contractor shall report known or suspected unauthorized disclosures to the COR, government customer and the DCMO Security Manager at Whs.pentagon.em.mbx.security-officers@mail.mil.
- At a minimum include the information described at Enclosure 3 of Reference J.

Additionally the Contractor shall:

- Not include classified information when reporting the incident via unclassified telephone or unclassified computer systems.
- Not confirm or deny the existence of classified information to the media or public.
- Not save, copy, paste classified information to DoD networks or to personal or company computer systems.
- Not print classified information.
- Not share classified information with unauthorized persons.
- Follow instructions provided by the government.
- Understand the classified information disclosed to the public remains classified and still requires safeguarding. Only an Original Classification Authority can declassify the information.
- Refer queries from the public, media, or press to the DCMO Security Manager.
- Refer all Congressional queries to the DA&M WHS Security Manager.

Violations

- Beyond NISPOM required actions, the contractor shall also report to the COR and government customer (Whs.pentagon.em.mbx.security-officers@mail.mil) all suspected or known violations to safeguard DoD information, equipment, facilities, personnel.

Hand Carrying Classified Material

- Hand carrying is limited to the Washington/Baltimore regional area.
- Contractor shall comply with the government security requirements (below).
- Contractor shall receive training, be issued a courier card and have lockable double courier bags to hand carry classified information.

- Travel by aircraft with classified information is prohibited.

Telework

Telework with classified information is prohibited.

- If approved to Telework, Telework must be accomplished by connection to the established network using a DoD approved laptop.
- Telework with DoD information in paper form or on removable media (e.g. CDs) is prohibited.

Disposition of DoD Information

- Contractor shall return all DoD information used in performance of this contract when no longer needed or upon conclusion of this contract, whichever occurs first.

Property

- Contractor shall return all property to the government customer when no longer required for performance of this contract.

Photography/Recordings

- Recording images/audio (by any means) of DoD information, equipment, personnel or facilities is prohibited.

Continued Responsibilities

- Safeguarding DoD information is a lifelong obligation.
- Upon completion of this contract, Contractor shall continue to safeguard classified information, Controlled Unclassified Information, and any other information they have had access to or knowledge of.
- Contractor shall report attempts by unauthorized persons to gain access to information. Send email notification to the DA&M WHS Security Manager at: Whs.pentagon.em.mbx.security-officers@mail.mil. Notify the COR and government customer. Do not send classified information in this notification.
- Any DoD information intended for publication or dissemination must undergo a security and policy pre-publication review. This includes, but is not limited to:

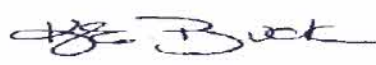
- ↙ Books
- ↙ Manuscripts and theses
- ↙ Biographies
- ↙ Articles
- ↙ Book reviews
- ↙ Audio/video materials
- ↙ Speeches
- ↙ Press releases
- ↙ Conference briefings
- ↙ Research papers
- ↙ Gaming materials
- ↙ Other media

- Prior to initiating a security review ensure the owner (Government Agency) of the information has conducted an internal security review and written guidance has been provided.
- Report unauthorized releases of DoD information to: whs.pentagon.em.mbx.security-officers@mail.mil.

Please contact the DCMO Security Manager at: whs.pentagon.em.mbx.security-officers@mail.mil.

(b)(6)



SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 48								
2. CONTRACT NO. HQ003413C0076P00010		3. AWARD/EFFECTIVE DATE 22-May-2013		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ0034-13-R-0034								
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LYDIA L. RICHARDS		b. TELEPHONE NUMBER (No Collect Calls) 703-695-3457		8. OFFER DUE DATE/LOCAL TIME 11:00 AM 04 Mar 2013								
9. ISSUED BY WHS - ACQUISITION DIRECTORATE 2521 SOUTH CLARK ST ARLINGTON VA 22202-3909 TEL: 703-545-1437 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 type="checkbox"/> 8(A) <input checked="" 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 <input type="checkbox"/> 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			CODE		16. ADMINISTERED BY			CODE						
SEE SCHEDULE			SEE ITEM 9											
17a. CONTRACTOR/OFFEROR SAWDEY SOLUTION SERVICES, INC. (b)(6) 1430 OAK CT STE 304 BEAVERCREEK OH 45430-1069 TEL: (b)(6)			CODE 1TWX6		18a. PAYMENT WILL BE MADE BY DFAS INDIANAPOLIS 8899 E. 56TH STREET INDIANAPOLIS IN 46249-1510		CODE HQ0347							
FACILITY CODE					17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>					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) \$6,462,227.28							
<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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" 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 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:									
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED						
								22-May-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 48		
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	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						<input type="checkbox"/> COMPLETE <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				42a. RECEIVED BY (<i>Print</i>)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				41c. DATE			
				42b. RECEIVED AT (<i>Location</i>)			
				42c. DATE REC'D (<i>YY/MM/DD</i>)		42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

PACKAGING & MARKING

D.1. Payment of Postage Fees. All postage and fees related to submission of information, including forms, and reports, etc., to the Contracting Officer or Contracting Officer's Technical Representative (COTR) or other persons designated to receive, shall be paid by the Contractor.

D.2. The contractor shall ensure that all items are preserved, packaged, packed and marked in accordance with best commercial practices to meet the packing requirements of the carrier and to ensure safe and timely delivery at the intended destination. All data and correspondence submitted shall reference:

1. The Contract Number
2. The Contract Name
3. The Government end user agency
4. The name of the COR

DELIVERIES OR PERFORMANCE

F.1. Hours of Operation

The normal duty hours are 0700 through 1800 hours, Monday through Friday, except Federal holidays, or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The ODCMO expects coverage during the core work hours of [0900-1600], but contracted personnel are not expected to work prior than 0700 and no later than 1800.

F.2. Place of Performance

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.

F.3. Term of Contract

The term of the contract consists of a base period and four (4) Option Periods. Washington Headquarters Services/Acquisition Directorate (WHS/AD) may unilaterally exercise each option period pursuant to FAR 52.217-9 – "Option to Extend Term of Contract." If exercised, the option years are as follows:

- Option Year 1 – 1 year after Base Period
- Option Year 2 – 1 year after Option Year 1
- Option Year 3 – 1 year after Option Year 2
- Option Year 4 – 1 year after Option Year 3

F.4. Deliverables: The Contractor shall prepare all deliverables such as: documents, letters, correspondence in general (e.g., memoranda) meeting agendas, meeting notes, monthly reports, telephone conversation reports, trip reports, requirements and specifications documents, technical and other analysis reports, and other project related documents as required.

The Contractor shall not release any such written material to entities other than the Contractor's own company or own subcontractor supporting projects and / or relevant workload. The Contractor shall deliver all documentation or data in hard copy and on electronic media. All documentation shall be provided in current Microsoft Office Suite formats unless otherwise specified.

<u>DELIVERABLE</u>	<u>FREQUENCY</u>	<u># OF COPIES</u>	<u>MEDIUM/FORMA T</u>	<u>SUBMIT TO</u>
Monthly Status Reports – cost summary of all activity by contract by key personnel name and position and CLIN – current period, YTD, and Contract to date	Monthly	1	Electronic (format: Microsoft Excel and / or Word Documents)	COR / TASK MONITOR
QASP Performance Report – Summary of PRS performance standard compliance and surveillance results.	Monthly	1	Electronic (format: Microsoft Excel and / or Word Documents)	COR / TASK MONITOR

The data elements, collection methods, format, and system access will be further defined upon commencement of work. Other ad hoc reports may be supplied at the contractor’s discretion with no obligation to reproduce them on a predetermined schedule. This list contains the basic delivery requirements to meet the PWS tasks outlined in 5.1 (a), (b), (c), and (d). Other elements may be added to these reports when the value of the data exceeds the effort to establish a repeatable process.

The contractor may work with other contractors to access system interfaces, accounting, and other performance data

Deliverables	Frequency	# of Copies	Medium/Format	Submit to
Monthly progress reports (PWS C.1.6.2)	within five (5) calendar days following the end of each month	1	Electronic file by email with appropriate attachments	Deputy Director O&MP, COR, and CO
Meeting minutes	within three (3) business days after each event	1	Electronic file by email with appropriate attachments	O&MP Government lead and COR
Administrative documents	As determined by COR	As determined by COR	Electronic file by email with appropriate attachments	O&MP Government lead and COR
Analytic documents, reports, progress reports, and presentations	As determined by COR	As determined by COR	Electronic file by email with appropriate attachments	O&MP Government lead and COR

ACCOUNTING AND APPROPRIATION DATA

AA: 97 3 0100.1120 00000 0908 251A 96JU97 049447 DSAC 3 0111
 AMOUNT: (b)(4)

AB: 974 0100.1120 00000 0904 251A 96JU97 049447 DSAC40204
 AMOUNT: (b)(4)

AC: 97 4 0100.1120 00000 0908 251A 96JU97 049447 DSAC40862

AMOUNT: (b)(4)

AD: 97 4 0100.1120.00000 0908 251A 96JU97 049447 DSAC41000

AMOUNT: (b)(4)

AE: 97 5 0100.1120.00000 4438 251A 000000 049447 DSAC50916

AMOUNT: (b)(4)

AF: 97 6 0100.1120.00000 4438 251A 000000 049447 DSAC60951

AMOUNT: (b)(4)

AG: 97 7 0100.1120.00000 4438 251A 000000 049447 DSAC70806

AMOUNT: (b)(4)

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	DODAAC34501110010001	(b)(4)
AB	1001	HQ0564327302040021001	(b)(4)
AC	100101	HQ05644162086200011001	(b)(4)
AD	100102	BB093020141100100102	(b)(4)
	100201	TMF041720151234000100201	(b)(4)
AE	2001	5207DSAC509160000001	(b)(4)
AF	300101	6235DSCA609510000001	(b)(4)
AG	400101	7185DSAC708060000001	(b)(4)

SPECIAL CONTRACT REQUIREMENTS

H.1. Security Requirements:

Security Requirements: The contractor requiring access to the OSD/ODCMO must obtain and maintain a Secret clearance. An interim Secret clearance granted by the Defense Industrial Security Clearance Office will be accepted for this basic access after award of this contract. The security requirements are outlined in the accompanying DD254 (Attachment 2).

H.2. Identification of Contractor Employees:

All contractor personnel performing work under this contract shall conspicuously display a government issued photo identification badge or badges as appropriate. Badges shall display, at a minimum, the employee's full name and the legal name under which the Contractor is doing business. Contractor personnel shall wear their badges while attending meetings and will identify themselves as contractor employees, stating their name and their company's name.

H.3. Privacy Act:

Contractor personnel may have access to information subject to the Privacy Act in the performance of this task. All assigned employees shall comply with all the requirements of the Privacy Act. Contractor is responsible for providing all its personnel working on this contract Privacy Act training. Certificates of training shall be sent to the Contracting Officer Representative (COR) upon completion of training.

H.4. Organizational Conflict of Interest & Non-Disclosure Statements: All Contractor personnel are required to complete and sign organizational conflict of interest and non-disclosure statements as a part of processing in to Contracting Officer's Representative.

H.4.1. Organizational Conflict of Interest:

1. Contractor warrants that to the best of its knowledge and belief, and except as otherwise disclosed, it does not have any organizational conflict of interest, which is defined in FAR Subpart 9.5 as a situation in which

the nature of work under a Government contract and a Contractor's organizational, financial, contractual or other interests are such that:

- a. Award of the contract may result in an unfair competitive advantage; or
 - b. The Contractor's objectivity in performing the Contract work is or might be otherwise may be impaired.
2. The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer, which shall include a description of the action(s) that the Contractor has taken or intends to take to mitigate, eliminate, or neutralize the conflict.
 3. The provisions of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime contractor under this contract. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to mitigate, eliminate, or neutralize organizational conflicts of interest.
 4. The Contracting Officer has determined, however, that the nature of the work to be performed under this contract may give rise to potential perceived or actual organizational conflicts of interest in future DoD contracts. Accordingly, the Contractor and DoD have agreed that OCIs exist when the Contractor performs one or more of the following:
 - a. Develop specifications or statements of work that are to be incorporated into any DoD solicitation;
 - b. Develops any Government cost estimates, has access to source-selection information, or has access to third-party proprietary technical or cost data;
 5. The Contractor understands that the performance of the aforementioned activities in 4(a) and (b) of this clause may disqualify it from participation in other requirements. Additionally, Contractor understands that for any related follow-on contract, it may be required to provide a statement which describes concisely all relevant facts concerning any past, present or planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed under the proposed contract and bearing on whether the Offeror has a possible organizational conflict of interest with respect to:
 - a. Being able to render impartial and objective assistance or advice; or
 - b. Being given an unfair competitive advantage. The Offeror may also provide relevant facts that show how its organizational structure and/or management systems limit its knowledge of possible organizational conflicts of interest relating to other divisions or sections of the organization and how that structure or system would avoid or mitigate such actual or perceived organizational conflict.
 6. Contractor understands that no award shall be made until any potential conflict of interest has been neutralized or mitigated to the satisfaction of the Contracting Officer, or unless a waiver has been granted.

H.4.2. Non-Disclosure Statements:

In the course of performance pursuant to this contract, the contractor may access nonpublic information, including Planning, Programming, Budgeting and Execution (PPBE) information. In that event, the contractor shall agree that it will not use or disclose any such information unless authorized by the Contracting Officer's Representative (COR). The contractor shall further agree that it will use its best efforts to ensure that its employees and others performing services under this contract will not use or disclose any such information unless authorized by the Contracting Officer's Representative (COR). The contractor shall protect information in accordance with the Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552, as amended). To that end, the contractor shall agree that each of its employees and others performing duties under this contract will sign the Non-Disclosure Agreement set forth below.

NON-DISCLOSURE AGREEMENT

I, **(Individual Name)**, (hereinafter RECIPIENT), an employee and authorized representative of **(Company Name)**, a Contractor providing support services to the **(Government Organization)** and likely to have access to nonpublic information, agree to and promise the following:

WHEREAS RECIPIENT is engaged in delivering support services to **(Government Organization)** under **(Contract Number)**; and

WHEREAS it is the intention of **(Government Organization)** to protect and prevent access to and disclosure of nonpublic information, including Planning, Programming, Budgeting and Execution (PPBE) information, to anyone other than employees of the United States Government and others who have a need to know, unless so authorized by the COR; and

WHEREAS **(Government Organization)** acknowledges that RECIPIENT will have or require access to such nonpublic information in the course of delivering the contract services; and therefore,

WHEREAS RECIPIENT will be given or otherwise have access to nonpublic information while providing such services; and finally,

WHEREAS "nonpublic information" includes such information as PPBE information, proprietary information (e.g., information submitted by a contractor marked as proprietary), advance procurement information (e.g., future requirements, statements of work, and acquisition strategies), source selection information (e.g., bids before made public, source selection plans, and rankings of proposals), trade secrets and other confidential business information (e.g., confidential business information submitted by a contractor), attorney work product, information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers), and other sensitive information that would not be released by **(Government Organization)** under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the support services contract; RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information from Government employees; As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information for any personal or other commercial purpose; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the COR in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, upon RECIPIENT leaving the contract. RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this CERTIFICATE will subject the RECIPIENT to administrative, civil or criminal remedies, as may be authorized by law.

RECIPIENT agrees that the obligations under this NDA are personal, continuing and do not expire and bind Recipient even if no longer employed by contractor.

RECIPIENT: _____ DATE: _____

(Signature)

PRINTED NAME: _____

TITLE: _____

EMPLOYER: _____

H.5. Post Award Conference/Periodic Progress Meetings:

Post Award Conference: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The KO, COR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

H.6. Definitions & Acronyms:

Contracting Officer (CO): Only representative authorized to legally bind the government, enter into contractual commitments, modify or change a contract, authorize certain activities, and obligate or de-obligate funds under a contract.

Contracting Officer's Representative (COR): A representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as liaison to the contractor.

Defective Service: A service output that does not meet the standard of performance associated with it in the Performance Requirements Summary Matrix.

Quality Control: Those actions taken by a contractor to control the performance of services so that Contractor meet the requirements of the Statement of Work.

Quality Assurance: Those actions taken by the government to assure services meet the requirements of the Performance Work Statement.

H.7. Government Furnished Property, Equipment, and Services:

The Government will provide necessary workspace and support to complete badge requests, system access, and passage / access to Government offices for the contractor staff to provide support outlined in the PWS.

H.8. Contractor Furnished Items and Services:

The contractor shall furnish everything required to perform the efforts described in this Performance Work Statement except for those items specifically stated to be government furnished.

H.9. Key Personnel:

H.9.1. The Contractor shall follow guidance in Section H.9.2. and H.9.3. (Key Personnel) prior to making any changes in personnel assigned to key positions.

H.9.2. Key Personnel Substitutions within the first 90 days of Contract Award:

During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless illness, death, or termination of employment necessitates the substitution. The Contractor shall notify the Contracting Officer as soon as possible after the occurrence of any of these events. In addition the Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitution(s), complete résumés for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contracting Officer shall notify the Contractor within five (5) business days whether the substitute is acceptable. Acceptability will be based on a comparison of the proposed key personnel résumé to that of the incumbent. Prior to making any changes in personnel assigned to key positions, Contracting Officer approval and the use of a trial period of sixty (60) days to ensure work environment compatibility.

H.9.3. Key Personnel Substitutions after the first 90 days of Contract Award:

After the initial ninety (90) calendar days of performance, the Contractor may propose substitutions. The Contractor shall provide complete résumés for the proposed substitutes, and any additional information requested by the Contracting Officer.

The Contracting Officer shall notify the Contractor within ten (10) business days whether the substitute is acceptable. Acceptability will be based on a comparison of the proposed key personnel résumé to that of the incumbent.

H.10. Conduct of Contractor Employees:

The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary to ensure satisfactory contract performance. In the event the contractor fails to remove any employee from the contract work whom the Contracting Officer or the Contracting Officer's designated representative deems incompetent, careless, insubordinate, unfit, objectionable or whose continued employment on the work is deemed by the Government to be detrimental to the Government's mission, the Contracting Officer or the Contracting Officer's designated representative may require, in writing, the contractor to remove the employee from work under this contract and any other contract awarded to contractor by WHS. The contractor must then remove the employee from the site and from all work under the contract.

This contract incorporates 32 CFR 234, "Conduct on the Pentagon Reservation." Any contractor employee that violates the standards of conduct proscribed by 32 CFR 234 shall be deemed unfit and otherwise objectionable under this provision and may be subject to removal from the contract work.

This provision applies to all subcontractors or vendors of any tier utilized by contractor to perform the work. The contractor is responsible for incorporating this provision in all subcontracts or other contracts awarded by contractor to perform the work. For purposes of this provision, the terms "employee" or "contractor employee" includes all contractor, subcontractor or vendor employees of any tier utilized by contractor to perform the work.

H.11. Contractor Workforce Qualifications:

The contractor shall use sound professional expertise to produce documentation, reports, analyses, recommendations, and option papers that are clear, concise, and factual. The contractor shall clearly analyze the issue presented and accurately apply the policy and regulatory framework to develop recommended solutions.

The contractor's workforce shall be professional in demeanor, responsiveness, appearance and deportment. The contractor personnel may be required to interface with senior government and industry officials in a supporting role to Government personnel. Contractor personnel shall have excellent written and oral communications skills sufficient to provide clear concise communication and documentation. Personnel must have a minimum Interim-Secret Clearance granted by the Defense Industrial Security Clearance Office at the time of presenting offer to the government.

H.12. Workload Management:

The contractor will ensure that there are mutually agreed upon primary individual or team assignees to portfolios that will be present in assigned offices during the typical work week. The contractor shall ensure its personnel accomplish the assigned tasks on time while maintaining quality and responsiveness. Further, the contractor supervisor will oversee work assignments and ensure that contractor staff are cross-trained in various portfolios, and will ensure that acquisition support for all client portfolios is available at all times during core business hours.

H.12.1. The contractor shall provide the COR a current schedule for its entire staff assigned to the contract, including planned leave. The contractor shall assign alternates to cover assignments of any of its staff that are absent sufficient to ensure that the services are not disrupted.

H.12.2. New contractor personnel must obtain and maintain a building pass for all applicable facilities such as the Pentagon and offices located in Arlington VA area, as well as a Common Access Card (CAC) to provide access to all IT systems prior to being assigned to the contract. New contractor personnel must also read, accomplish required training, to include, but not limited to, privacy, Operations Security, and familiarize themselves with all specific mission statements and charters, organizational structures, Operating Instructions (OIs) and Office Operating Instructions (OOIs), Standard Operating Procedures (SOP) and policy within three (3) working days of assuming portfolio responsibility.

H.12.3. Portfolio transition between contractor personnel will be mutually agreed upon by the COR/Team Lead, and the contractor. The contractor shall be responsible to ensure that the transition shall be executed with minimal disruption to workload execution and minimal confusion to clients and contractors. The contractor shall make every effort to retain high performing personnel with little if any portfolio turnover. Turnover may negatively impact contractor performance.

H.13. Disclosure and avoidance of inherently governmental functions:

The contractor shall not perform or give the appearance of performing inherently governmental functions as described in FAR Part 2 and Subpart 7.5, and applicable DoD policy. None of the services to be performed are inherently governmental functions. All contractor personnel shall identify themselves as contracted support personnel in all forms of communication with all entities with whom DoD has business dealings. The contractor shall:

H.13.1. Answer all telephone calls and have a personalized voice message with an introductory statement that includes the fact that the person is contracted support.

H.13.2. Include a title block in all emails that states the fact that the person is contracted support.

H.13.3. Ensure all those with whom the person interacts in any face-to-face dealings while supporting ODCMO understands that the person is contracted support.

H.14. Reports:

The contractor shall provide a monthly Workload Status and Quality Report including but not limited to the following:

1. A listing of all completed and work-in-progress assignments, including current status - organized by the Supervisory Team Lead Officers the employees are supporting.
2. Identify progress and findings relative to the overall work quality as described in the Quality Assurance Plan submitted by the vendor.
3. Identify problems encountered or anticipated during the reporting period and actions taken, and the results of the actions; issues; concerns.
4. Scheduling of Employees - reporting all absences that include vacation, sick leave, turnovers, gaps and replacements.
5. Challenges contractor encountered in performing contract requirements - what actions were taken, and the results of the actions; issues; concerns.
6. Other information that the contractor deems appropriate or that the COR, the Contracting Officer and the contractor have agreed upon.

H.15. DISSEMINATION OF INFORMATION

There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the Contracting Officer. No news release (including photographs and film, public announcements or denial or confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder, shall be made without written approval of the Contracting Officer. The Contractor shall pay particular notice to any distribution markings included on Government correspondence and maintain control of information to prevent improper distribution.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	MAAS Services FFP The Contractor shall provide Management, Administrative, and Analytical Support Services as set forth in the PWS. This period of performance includes a timeframe of work stoppage due to the Stop Work Order issued under Modification P00001. PURCHASE REQUEST NUMBER: DODAAC3450111001	12	Months	(b)(4)	(b)(4)

NET AMT (b)(4)

ACRN AA

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 EXERCISED OPTION	MAAS Services - Option Period 1 FFP The Contractor shall provide Management, Administrative, and Analytical Support Services as set forth in the PWS. This CLIN is for the first six months of Option Period 1.	6	Months	(b)(4)	(b)(4)

NET AMT (b)(4)

ACRN AB

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100101	Funding DSAC40862 FFP PURCHASE REQUEST NUMBER: HQ0564416208620001				(b)(4)
	ACRN AC			NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100102	Funding DSAC41000 FFP PURCHASE REQUEST NUMBER: BB093020141100				(b)(4)
	ACRN AD			NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 EXERCISED OPTION	MAAS Services - Option Period 1 FFP The Contractor shall provide Management, Administrative, and Analytical Support Services as set forth in the PWS. This CLIN is for the second six months of Option Period 1.	6	Months	(b)(4)	(b)(4)
				NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100201	Funding DSAC41000 FFP				(b)(4)
	ACRN AD			NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	MAAS Services - Option Period 2 FFP	12	Months	(b)(4)	(b)(4)
EXERCISED OPTION	The Contractor shall provide Management, Administrative, and Analytical Support Services as set forth in the PWS PURCHASE REQUEST NUMBER: 5207DSAC50916000				
	ACRN AE			NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	MAAS Services - Option Period 3 FFP	12	Months	(b)(4)	(b)(4)
EXERCISED OPTION	The Contractor shall provide Management, Administrative, and Analytical Support Services as set forth in the PWS				
				NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300101	Funding for Option Year 3 FFP Funding for Option Year 3 PURCHASE REQUEST NUMBER: 6235DSCA60951000				(b)(4)
	ACRN AF			NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 EXERCISED OPTION	MAAS Services - Option Period 4 FFP The Contractor shall provide Management, Administrative, and Analytical Support Services as set forth in the PWS	12	Months	(b)(4)	
				NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
400101	Funding for CLIN 4001 FFP Funding for CLIN 4001 PURCHASE REQUEST NUMBER: 7185DSAC70806000				(b)(4)
	ACRN AG			NET AMT	(b)(4)

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
1001	Destination	Government	Destination	Government
100101	N/A	N/A	N/A	N/A
100102	N/A	N/A	N/A	N/A
1002	N/A	N/A	N/A	Government
100201	N/A	N/A	N/A	N/A
2001	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
300101	N/A	N/A	N/A	N/A
4001	Destination	Government	Destination	Government
400101	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 22-MAY-2013 TO 08-SEP-2014	N/A	DEPUTY CHIEF MANAGEMENT OFFICER IRA WAGREICH 9010 DEFENSE PENTAGON WASHINGTON DC 20301-9010 703-607-0845 FOB: Destination	HQ0564
1001	POP 09-SEP-2014 TO 08-MAR-2015	N/A	DEPUTY CHIEF MANAGEMENT OFFICER IRA WAGREICH MARK CENTER, SUITE 08F25 ALEXANDRIA VA 20301 571-372-3205 FOB: Destination	HQ0564
100101	N/A	N/A	N/A	N/A
100102	N/A	N/A	N/A	N/A
1002	POP 09-MAR-2015 TO 08-SEP-2015	N/A	DEPUTY CHIEF MANAGEMENT OFFICER IRA WAGREICH MARK CENTER, SUITE 08F25 ALEXANDRIA VA 20301 571-372-3205 FOB: Destination	HQ0564
100201	N/A	N/A	N/A	N/A

2001	POP 09-SEP-2015 TO 08-SEP-2016	N/A	DEPUTY CHIEF MANAGEMENT OFFICER HQ0564 IRA WAGREICH MARK CENTER, SUITE 08F25 ALEXANDRIA VA 20301 571-372-3205 FOB: Destination	
3001	POP 09-SEP-2016 TO 08-SEP-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0564
300101	N/A	N/A	N/A	N/A
4001	POP 09-SEP-2017 TO 08-SEP-2018	N/A	DEPUTY CHIEF MANAGEMENT OFFICER HQ0564 IRA WAGREICH MARK CENTER, SUITE 08F25 ALEXANDRIA VA 20301 571-372-3205 FOB: Destination	
400101	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	AUG 2012
52.212-1	Instructions to Offerors--Commercial Items	FEB 2012
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2012
52.216-1	Type Of Contract	APR 1984
52.217-5	Evaluation Of Options	JUL 1990
52.219-14	Limitations On Subcontracting	NOV 2011
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
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-14	Rights in Data--General	DEC 2007
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995

52.243-7	Notification Of Changes	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2010
252.201-7000	Contracting Officer's Representative	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Office and shall not be binding until so approved.

(End of clause)

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)

52.212-5 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.)

___ (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).

X (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.)

___ (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).

___ (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).

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

___ (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.

___ (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)).

___ (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).

X (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)).

- ___ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).
- ___ (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.
- ___ (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).
- ___ (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)).
- ___ (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.)
- X ___ (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.).
- X ___ (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.).
- X ___ (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.).
- ___ (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).
- ___ (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 60 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 (insert the period of time within which the Contracting Officer may exercise the option); 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 five (5) years.

(End of clause)

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(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 **DFARS** (48 CFR **2**) 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) X 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) X 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) X 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)

G.2.5. Invoicing Instructions

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

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

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

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

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

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

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

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/OSDTM3
Admin DoDAAC	HQ0034/OSDTM3
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
Other DoDAAC(s)

Leave Blank

(*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."]

CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MARCH 2007)

The COR is a representative for the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications

and statement of work (SOW)/statement of objectives (SOO) as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

The COR is NOT authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract (or task/delivery order). No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or written modification to the contract (or task/delivery order). The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

If the Contracting Officer has designated an Alternate COR (ACOR), the ACOR may act only in the absence of the COR (due to such reasons as leave, official travel, or other reasons for which the COR is expected to be gone and not readily accessible for the day).

COR authority IS NOT delegable.

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Revised DD254	16	15-MAR-2016

PERFORMANCE WORK STATEMENT

Management and Administration Support Services

MAS

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Versio

n 2

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t 1

**General
Information**

17 April 2015

C.1. General: This is a non-personnel service contract providing Management, Administrative, and Operations 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.

C.1.1 Description of Services/Introduction: The contractor shall provide all personnel, equipment, supplies, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform administrative and operational support for the Office of the Deputy Chief Management Officer (ODCMO) as defined in this Performance Work Statement (PWS) except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

C.1.2 Background: The ODCMO, a Component on the Office of the Secretary of Defense (OSD) staff, is responsible and accountable for successful definition and execution of DoD-wide business improvement initiatives and system investments. The ODCMO's mission is to guide transformation of business operations throughout DoD, and to deliver Enterprise-level capabilities that align to Warfighter needs. DoD is deploying a number of Enterprise Resource Planning (ERP) solutions in the finance, logistics and supply chain, and human resources areas.

The ODCMO has a support requirement for experienced management and administrative personnel to provide operational and analytical administrative services to support this vital mission. This support contract will primarily require coordination and administrative management between the Pentagon and the Mark Center offices.

C.1.3 Objectives: The primary objective of this contract is to establish general office support activities for the DCMO Front Office and each of the subordinate four (4) Directorates of the ODCMO.

C.1.4 Scope: The Contractor shall perform work to assist the DCMO, Assistant Deputy Chief Management Officer (ADCMO), and ODCMO Directorate Heads in conducting overarching administrative operational activities, to include scheduling/calendar maintenance, intra- and inter-office communications and correspondence, project and task coordination, filing, dignitary visits, administrative security processing, external stakeholder collaboration, and travel planning / administration activities.

C.1.5 Period of Performance: The period of performance shall be for one (1) Base Year of 12 months and four (4) 12 month option years.

C.1.6 General Information

C.1.6.1 Quality Control: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor will develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor will submit a Quality Control Plan (QCP) within 30 days after contract award to the Contracting Officer (KO) and Contracting Officer's Representative (COR). Proposed changes to the QCP will be submitted within five working days thereafter. After receipt of the QCP, the contractor shall receive the Contracting Officer's acceptance in writing, along with of any proposed change(s) to the QCP.

C.1.6.2 Quality Assurance: The government shall evaluate the contractor's performance under this contract in accordance with the Quality Assurance Surveillance Plan (QASP). IAW FAR 37.604 and FAR 46.4. The QASP will be developed by the contractor for the Government's consideration in development of the Government's plan

and submitted with QCP **after** award required in 1.6.1 Quality Control. The ODCMO will review and comment on the QASP and the contractor shall incorporate any recommended changes prior to QASP acceptance. During contract performance the contractor will deliver a QASP Performance Report **no less than monthly** unless otherwise required by the KO and COR. Content and format of the QASP Performance Report will be included with the QASP submitted for review and comment with the QASP.

The purpose of the QASP is to identify the Acceptable Performance Levels (APLs) for all Performance Requirements Summaries described in Part 5 and Technical Exhibit 1 of this PWS. The QASP shall define the Task Requirements Summaries to be measured, the Performance Standard, Acceptable Performance Threshold, Surveillance Methods and Reporting/Remediation Procedures. Technical Exhibit 1 to this PWS contains the basis for a QASP. The contractor is expected to improve and expand upon Technical Exhibit 1 to ensure optimal contract performance.

C.1.6.3 Recognized Holidays: The Contractor will normally observe all Federal Holidays. In the event a mission critical activity requires Contractor participation – the request shall be made in writing by the government in advance of the Federal Holiday. Normal holiday observance includes:

New Year's Day	Labor Day Martin
Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

C.1.6.4 Hours of Operation: The contractor is responsible for conducting business, between the primary hours of **[0700-1800] Monday thru Friday** except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The ODCMO expects coverage during the core work hours of **[0900-1600]**, but contracted personnel are not expected to work prior than 0700 and no later than 1800. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential. Contractor personnel may work within the hours prescribed and vary working times to accommodate day-to-day requirements.

C.1.6.5 Place of Performance: The work to be performed under this contract will be performed at the governments facilities located at the ODCMO's Pentagon (Arlington, VA) and Mark Center (Alexandria, VA) offices. The type of work and availability of office space will determine which location to assign support personnel. This will occur on a case-by-case basis and the work locations may change during the performance of this contract. The government will make an effort to provide at least seven calendar day notices for workforce location changes, except in emergency situations. All work will be generally performed on-site unless the KO/COR approve alternate work locations in advance. Teleworking may be coordinated with the COR and in accordance on a case by case basis. Telework will only be considered if the contractor already has a telework policy in place.

C.1.6.6 Type of Contract: Firm Fixed Price (FFP)

C.1.6.7 Security Requirements: The contractor requiring access to the OSD/ODCMO must obtain and maintain a Top Secret or Secret clearance as indicated in section C.1.6.12. An interim Top Secret clearance granted by the Defense Industrial Security Clearance Office will be accepted for this basic access after award of this contract. The security requirements are outlined in the accompanying DD254.

C.1.6.7.1 Physical Security: The contractor shall be responsible for safeguarding all government equipment, information and property provided for contractor use. At the conclusion of each work day, government facilities, equipment, and materials shall be secured by Contractor personnel.

C.1.6.7.2 Storage of Classified Information: Storage facilities for classified information will be provided by the government and in accordance with the DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION, DD Form 254. The contractor shall comply with all appropriate security

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regulations in handling and storing classified material in publishing reports and other products. Provision of the DOD regulations will apply to the performance of all work for these tasks.

C.1.6.7.3 Additional Security Guidance: Compliance with instructions contained in 48 CFR, Part 52, Federal Acquisition Regulation (FAR), Common Identification Standard for Contractor Personnel, the contractor shall comply with DoD personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directives-12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, Federal Information Processing Standards Publication (FIPS PUB) number 201 and GSA HSPD-12, Standard Operating Procedure (SOP), Personnel Security Process, dated November 18, 2005. The Contractor shall insert this clause in all subcontracts that the subcontractor is required to have physical access to a federal controlled facility or access to a Federal information system. All Common Access Cards (CAC) must be returned upon departure of contract employee. In and out processing must be accomplished through the DCMO Security Office.

C.1.6.8 Special Qualifications: All personnel must have an intermediate level capability to effectively use and manage Microsoft Office Product documents and presentations. Key personnel must be capable of managing documents in a Microsoft SharePoint environment.

C.1.6.9 Post Award Conference/Periodic Progress Meetings: The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The KO, COR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

C.1.6.10 Contracting Officer Representative (COR): The (COR) will be identified by a separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the Contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including Government drawings, designs, specifications: monitor Contractor performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting order.

C.1.6.11 Task Monitor: The COR and/or other DoD designee may be assigned to periodically and/or on an ad hoc basis inspect the tasks performed under this contract. This may include period badge checks and other regular quality inspections.

C.1.6.12 Required Key Personnel: The Contractor will provide the resumes of all (100%) key personnel in advance and prior to the government incurring any costs. **The COR will be provided 3 business days to The Government will evaluate resumes of Key Personnel to ensure that each vendor's proposed "Key Personnel" has relevant experience as required in the PWS. If the COR does not provide any comment to the contractor within 3 business days after receiving the resume, the contractor may proceed forward with onboarding the new personnel. The COR or other appropriate government representative will review the resumes and provide written acceptance (or rejection) for each candidate. Upon acceptance, approved personnel shall not be substituted without written authorization by a government official. Substitutions require a 15 calendar day advance approval and written acceptance of the substitution by the Contracting Officer/COR. The following positions are considered Key by the government and the Contractor must submit Key Personnel resumes at the time of proposal for the following labor categories:**

Senior Administrative or Executive Assistant (11)*	Associate's Degree (Bachelor's Degree preferred) and 8 years of relevant experience (8 FTEs qualified for a Secret Clearance & 3 qualified for a Top Secret Secure Compartmented Information Clearance)
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* Government FTE estimate.

Experience may be substituted for education for **Personnel** only.

The contractor will identify and designate a single key position to act as the on-site representative for the team. The contractor will also provide the name and contact information of the company contract representative who shall be responsible for performance of work and deliverables. This person shall act for the contractor when the senior on-site representative is absent and shall be designated in writing. The contract manager shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract. The contract manager or alternate shall be available between [0800 -1630], Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons.

C.1.6.13 Identification of Contractor Employees: All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. **Contractor personnel will be required to obtain government issued badges in the performance of this service. The badge will be worn at all times while on the premises at all government facilities.**

C.1.6.14 Contractor Travel: No travel will be performed on this requirement.

C.1.6.15 Other Direct Costs: The ODCMO does not expect to utilize other direct costs on this contract. The contractor shall seek COR/KO approval in advance of incurring any costs other than direct labor.

C.1.6.16 Data Rights The Government shall maintain unlimited rights to all documents/material produced under this contract. All documents and materials, to include the source codes of any software, desk and / or training guides, produced under this contract shall be Government owned and are the property of the Government with all rights and privileges of ownership/copyright belonging exclusively to the Government. These documents and materials may not be used or sold by the contractor without written permission from the Contracting Officer. All materials supplied to the Government shall be the sole property of the Government and may not be used for any other purpose. This right does not abrogate any other Government rights.

C.1.6.17 Organizational Conflict of Interest: All actual or potential OCI situations shall be handled in accordance with FAR Subpart 9.5. "Offeror" as used in this solicitation section addressing OCIs shall include all vendors that the company submitting this quote has entered into a contractor teaming agreement or prime contractor subcontractor relationship with in connection with its quote submission for this acquisition.

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 quote for any solicitation relating to the requirements for this contract, the Offeror shall include in its quote 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.

C.1.6.18 Contractor Manpower Reporting: The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the ODCMO 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/>

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

C.1.6.19 Phase In/Phase Out Period: The Contractor will have a Phase in period NTE 21 business days after award.

C.1.6.20 Invoicing: The contractor's invoice shall be submitted IAW DFARS 252.232-7006 (Wide Area Workflow Payment Instructions). If the necessary security personnel clearances are not adjudicated by the anticipated performance date, the contractor shall amend its monthly invoice to ensure the Government is only charged for actual performance IAW the labor mix in the contractor's proposal.

DEFINITIONS & ACRONYMS

C.2. DEFINITIONS AND ACRONYMS:

C.2.1. COMMON DEFINITIONS:

C.2.1.1. **CONTRACTOR.** A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime.

C.2.1.2. **CONTRACTING OFFICER.** A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.

C.2.1.3. **CONTRACTING OFFICER'S REPRESENTATIVE (COR).** An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

C.2.1.4. **DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.

C.2.1.5. **DELIVERABLE.** Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.

C.2.1.6. **KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.

C.2.1.7. **PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.

C.2.1.8. **QUALITY ASSURANCE.** The government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

C.2.1.9. **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.

C.2.1.10. **QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

C.2.1.11. **SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

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C.2.1.12. WORK DAY. The number of hours per day the Contractor provides services in accordance with the contract.

C.2.1.12. WORK WEEK. Monday through Friday, unless specified otherwise.

C.2.2. COMMON ACRONYMS:

ACOR	Alternate Contracting Officer's Representative
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer's Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial-Off-the-Shelf
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DISCO	Defense Industrial Security Clearance Office
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
FFP	Firm Fixed Price
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit

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GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

C.3. GOVERNMENT FURNISHED ITEMS AND SERVICES:

C.3.1. Services: The Government will provide necessary support to complete badge requests, system access, and passage / access to Government offices.

C.3.2 Facilities: The Government will provide necessary workspace for the contractor staff to provide support outlined in the PWS.

C.3.3 Utilities: The Government will provide all utilities in the Government facilities for the contractor's use in performance of tasks outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities and resources.

C.3.4 Equipment: The Government will provide computers, desk phones, common area fax machines and printers.

C.3.5 Materials: The Government will provide commonly used office supplies such as paper, pens, pencils, etc.

CONTRACTOR FURNISHED ITEMS AND SERVICES

C.4. CONTRACTOR FURNISHED ITEMS AND RESPONSIBILITIES:

C.4.1 General: The Contractor shall furnish all supplies, equipment, and services required to perform work under this contract that are not listed under Section C.3 of this PWS.

C.4.2 Secret Facility Clearance: The contractor shall possess and maintain a SECRET facility clearance from the Defense Security Service. The Contractor's employees, performing work in support of this contract, shall have been granted a minimum interim SECRET security clearance from the Defense Industrial Security Clearance Office. The DD 254 is provided as Attachment 2. **The Contractor shall bear the burden of cost and scheduling of appropriate security clearances to support this contract.**

C.4.3. Materials: The Contractor shall provide all other required materials and supplies necessary to meet the requirements under this PWS not listed in Section C.3.

C.4.4. Equipment: The Contractor shall provide all other required equipment necessary to meet the requirements under this PWS not listed in Section C.3.

REQUIREMENTS

C.5. Performance Requirements:

C.5.1. Basic Services. The contractor shall provide all general and administrative operational and coordination activities for the office, scheduling, intra- and inter-office communications and correspondence, administrative security processing, project and task coordination, filing, dignitary visits, and travel planning / administrative activities.

The contractor shall perform the following actions:

a) Office Supply Management

- Monitor stock levels of a variety of office supplies and initiate restocking activities

b) Document/Correspondence Management

- Independently administer automated tracking system(s) data input and administration including but not limited to:
 - Written and email correspondence
 - Administrative tasks
 - Congressional correspondence
 - Security process administration
 - Program-related documents
- Ensure mail, correspondence actions, requests for information, and assignments are complete, accurate, and on schedule
- Maintain electronic and paper files as required by ODCMO Directorate Head and /or appropriate managers, ODCMO procedures or DoD procedures
- Copy and/or reproduce documents from physical or electronic media
- Prepare and type correspondence, prepare reports, and capture meeting minutes
- Create, develop, draft, prepare, revise, and edit standard correspondence and work documents (e.g., Action and Information Memoranda) e.g. Assist with writing and editing material for reports, speeches, briefs, and guidebooks.
- Originate, develop, draft, prepare, revise, edit standard, general administrative office desk guides, procedures and policy for dissemination to ODCMO employees
- Support the maintenance of ODCMO Records Management programs

c) Clerical & Executive Support

- Answer telephone calls to include referring callers' technical requests for information to appropriate staff and/or taking and delivering messages to staff members who are unavailable
- Answer procedural questions based on knowledge of ODCMO operations and program activities

- Schedule and coordinate meetings
- Schedule and track travel and training for ODCMO personnel
- Greet, receive and escort ODCMO visitors within the Pentagon / Mark Center
- Maintain business schedules and calendars for Senior ODCMO Officials
- Administer and track office e-travel requirements, to include inputting into the Defense Travel System (DTS)

PART 6

APPLICABLE PUBLICATIONS

C.6. APPLICABLE PUBLICATIONS (CURRENT EDITIONS)

C.6.1. The Contractor must abide by all applicable regulations, publications, manuals, and local policies and procedures.

Document and records management system must be compliant with National Archives Record Administration (NARA) standards and DoD Directive 5015.2, or current version.

PART 7
ATTACHMENT/TECHNICAL EXHIBIT LISTING

C.7. Technical Exhibit List:

7.1. Technical Exhibit 1 – Performance Requirements Summary

TECHNICAL EXHIBIT 1

Performance Requirements Summary (PRS) & Standards

Performance Objective	Performance Standard	PERFORMANCE THRESHOLD	Method of Surveillance
PRS # 1 The contractor shall provide administrative and clerical support to ODCMO Directorate Heads, Division Directors and key staff as outlined in PWS para 5.1 (a)	The contractor will ensure all supplies are distributed and on hand for each Directorate	Number of Valid Complaints <= 1/Month	Periodic Inspection & Customer Complaint
PRS # 2 The contractor shall provide administrative and clerical support to ODCMO Directorate Heads, Division Directors and key staff as outlined in PWS para 5.1 (b)	The contractor will ensure all correspondence is complete and distributed according to schedule requirements	Number of Valid Complaints <= 2/Month	Periodic Inspection & Customer Complaint
PRS # 3 The contractor shall provide administrative and clerical support to ODCMO Directorate Heads, Division Directors and key staff as outlined in PWS para 5.1 (c)	The contractor will ensure all clerical duties and executive support duties are complete, timely, and error free	Number of Valid Complaints <= 1/Month	Periodic Inspection & Customer Complaint

SURVEILLANCE: THE FOLLOWING TWO TYPES OF SURVEILLANCE WILL BE USED TO ASSESS CONTRACTOR PERFORMANCE. DEFICIENCIES WILL BE PROVIDED TO THE CONTRACTOR IN WRITING AND MAY BE REDACTED AS APPROPRIATE. THE CONTRACTOR WILL REMEDY DEFICIENCIES IN A REASONABLE PERIOD AND TAKE MEASURES TO PREVENT REOCCURRENCE.

- 1) PERIODIC INSPECTION: INCREMENTALLY INSPECT AND EVALUATE PERFORMANCE AFTER THE TASK IS PERFORMED.
- 2) VALIDATED CUSTOMER COMPLAINT: COMPLAINTS WILL BE REPORTED, REVIEWED, AND ASSESSED BY THE ASSIGNED COR.

REMEDATION PROCEDURES: THE COR WILL DETERMINE THE VALIDITY AND PROVIDE THE KO WITH A SUMMARY OF FINDINGS. THE KO/COR WILL DETERMINE NOTIFICATION PROCEDURES, REMEDY, AND MONITORING NECESSARY TO REMEDY PERFORMANCE DEFICIENCIES

INSPECTION & ACCEPTANCE

E. Inspection & Acceptance

Terms of Inspection and Acceptance are contained in 52.212-4.

E.1. Contractor Responsibility

The Contractor is responsible for the day-to-day inspection and monitoring of the Contractor work performed to ensure compliance with contract requirements. The results of all contractor quality control inspections conducted shall be documented on inspection reports and provided to the COR, as requested. All work performed under this contract shall be of the highest quality and in keeping with the best practices of the industry. Services rendered under this contract shall be of sufficient quality to ensure timely delivery of supplies/provision of services, and optimum satisfaction of the Operations Directorate Head, ODCMO and adequate protection of Government's assets.