

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER HQ0642037840		PAGE 1 OF 104	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ003420R0247	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME YOLNIE MERRIWEATHER		b. TELEPHONE NUMBER (No Collect Calls) 703-545-2750		6. SOLICITATION ISSUE DATE 02-Jul-2020	
9. ISSUED BY WHS - ACQUISITION DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155 TEL: 703-545-3376 FAX:		CODE HQ0034		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS: 541611 SIZE STANDARD: \$16,500,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO ODDI (CL&S) MARCIA JONES 5000 DEFENSE PENTAGON, ROOM 3A666 WASHINGTON DC 20301-5000 TEL: 703-571-2394 FAX:		CODE HQ0208		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR CODE FACILITY CODE TELEPHONE NO.				18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. 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)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) TEL: EMAIL:		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 104	
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 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Operations Support Base Year FFP CI Policy and Operations Support SME II PWS 3.1 FOB: Destination PURCHASE REQUEST NUMBER: HQ0642037840 R499	10	Months		
					<hr/>
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Operations Support Base Year FFP CI Policy and Operations Support SME II PWS 3.2 FOB: Destination R499	10	Months		
					<hr/>
				NET AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Security Support Base Year FFP Information Security SME II PWS 3.3 FOB: Destination R499	10	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Security Support Base Year FFP Information Security SME II PWS 3.4 FOB: Destination R499	10	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Executive Administrator Base Year FFP Executive Administrator III PWS 3.5 FOB: Destination R499	10	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Counterintelligence Organizations Base FFP Military Department Counterintelligence Organizations (MDCOs) Oversight Support SME PWS 3.6 FOB: Destination R499	10	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Sensitive Support Policy Base Year FFP Sensitive Support Policy and Oversight Subject Matter Expert SME II FOB: Destination R499	10	Months		

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Travel Base Year T&M All travel shall be reimbursed IAW the PWS and authorized in advance by the COR before incurring any travel expenses. Reimbursement shall be IAW FAR 31.205-46. FOB: Destination R499		Each		

TOT ESTIMATED PRICE
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		12	Months		
OPTION	Operations Support OP1				
	FFP				
	CI Policy and Operations Support SME II PWS 3.1				
	FOB: Destination				
	R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002		12	Months		
OPTION	Operations Support OP1				
	FFP				
	CI Policy and Operations Support SME II PWS 3.2				
	FOB: Destination				
	R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003		12	Months		
OPTION	Security Support OP1				
	FFP				
	Information Security SME II PWS 3.3				
	FOB: Destination				
	R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004		12	Months		
OPTION	Security Support OP1 FFP Information Security SME II PWS 3.4 FOB: Destination R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005		12	Months		
OPTION	Executive Administrator OP1 FFP Executive Administrator III PWS 3.5 FOB: Destination R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006		12	Months		
OPTION	Counterintelligence Organizations OP1 FFP Military Department Counterintelligence Organizations (MDCOs) Oversight Support SME PWS 3.6 FOB: Destination R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007		12	Months		
OPTION	Sensitive Support OP1 FFP Sensitive Support Policy and Oversight Subject Matter Expert SME II FOB: Destination R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008			Each		
OPTION	Travel OP1 T&M All travel shall be reimbursed IAW the PWS and authorized in advance by the COR before incurring any travel expenses. Reimbursement shall be IAW FAR 31.205-46. FOB: Destination R499				

TOT ESTIMATED PRICE
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		12	Months		
OPTION	Operations Support OP2 FFP CI Policy and Operations Support SME II PWS 3.1 FOB: Destination R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002		12	Months		
OPTION	Operations Support OP2				
	FFP				
	CI Policy and Operations Support SME II PWS 3.2				
	FOB: Destination				
	R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003		12	Months		
OPTION	Security Support OP2				
	FFP				
	Information Security SME II PWS 3.3				
	FOB: Destination				
	R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004		12	Months		
OPTION	Security Support OP2				
	FFP				
	Information Security SME II PWS 3.4				
	FOB: Destination				
	R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005		12	Months		
OPTION	Executive Administrator OP2				
	FFP				
	Executive Administrator III PWS 3.5				
	FOB: Destination				
	R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006		12	Months		
OPTION	Counterintelligence Organizations OP2				
	FFP				
	Military Department Counterintelligence				
	Organizations (MDCOs) Oversight Support SME PWS 3.6				
	FOB: Destination				
	R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007		12	Months		
OPTION	Sensitive Support OP2 FFP Sensitive Support Policy and Oversight Subject Matter Expert SME II FOB: Destination R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008			Each		
OPTION	Travel OP2 T&M All travel shall be reimbursed IAW the PWS and authorized in advance by the COR before incurring any travel expenses. Reimbursement shall be IAW FAR 31.205-46. FOB: Destination R499				

TOT ESTIMATED PRICE
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		12	Months		
OPTION	Operations Support OP3 FFP CI Policy and Operations Support SME II PWS 3.1 FOB: Destination R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002		12	Months		
OPTION	Operations Support OP3				
	FFP				
	CI Policy and Operations Support SME II PWS 3.2				
	FOB: Destination				
	R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003		12	Months		
OPTION	Security Support OP3				
	FFP				
	Information Security SME II PWS 3.3				
	FOB: Destination				
	R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004		12	Months		
OPTION	Security Support OP3				
	FFP				
	Information Security SME II PWS 3.4				
	FOB: Destination				
	R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005		12	Months		
OPTION	Executive Administrator OP3				
	FFP				
	Executive Administrator III PWS 3.5				
	FOB: Destination				
	R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006		12	Months		
OPTION	Counterintelligence Organizations OP3				
	FFP				
	Military Department Counterintelligence				
	Organizations (MDCOs) Oversight Support SME PWS 3.6				
	FOB: Destination				
	R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3007		12	Months		
OPTION	Sensitive Support Policy OP3 FFP Sensitive Support Policy and Oversight Subject Matter Expert SME II FOB: Destination R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008			Each		
OPTION	Travel OP3 T&M All travel shall be reimbursed IAW the PWS and authorized in advance by the COR before incurring any travel expenses. Reimbursement shall be IAW FAR 31.205-46. FOB: Destination R499				

TOT ESTIMATED PRICE
CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		12	Months		
OPTION	Operations Support OP4 FFP CI Policy and Operations Support SME II PWS 3.1 FOB: Destination R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002		12	Months		
OPTION	Operations Support OP4				
	FFP				
	CI Policy and Operations Support SME II PWS 3.2				
	FOB: Destination				
	R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003		12	Months		
OPTION	Security Support OP4				
	FFP				
	Information Security SME II PWS 3.3				
	FOB: Destination				
	R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004		12	Months		
OPTION	Security Support OP4				
	FFP				
	Information Security SME II PWS 3.4				
	FOB: Destination				
	R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005		12	Months		
OPTION	Executive Administrator OP4				
	FFP				
	Executive Administrator III PWS 3.5				
	FOB: Destination				
	R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006		12	Months		
OPTION	Counterintelligence Organizations OP4				
	FFP				
	Military Department Counterintelligence				
	Organizations (MDCOs) Oversight Support SME PWS 3.6				
	FOB: Destination				
	R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007		12	Months		
OPTION	Sensitive Support Policy OP4 FFP Sensitive Support Policy and Oversight Subject Matter Expert SME II FOB: Destination R499				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008			Each		
OPTION	Travel OP4 T&M All travel shall be reimbursed IAW the PWS and authorized in advance by the COR before incurring any travel expenses. Reimbursement shall be IAW FAR 31.205-46. FOB: Destination R499				

TOT ESTIMATED PRICE
CEILING PRICE

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT**PERFORMANCE WORK STATEMENT****Counterintelligence & Law Enforcement Technical, Policy & Analytical Support
Office of the Under Secretary of Defense (Intelligence & Security) (OUSD(I&S))****23 June 2020****1. INTRODUCTION****1.1. BACKGROUND**

The USD(I&S) is the principal staff assistant and advisor to the Secretary of Defense and the Deputy Secretary of Defense on intelligence, counterintelligence, security, sensitive activities, and other intelligence-related matters. The USD(I) exercises the Secretary of Defense's authority, direction, and control over the Defense Agencies and DoD Field Activities that are Defense intelligence, counterintelligence, or security Components and exercises planning, policy, and strategic oversight over all DoD intelligence, counterintelligence, and security policy, plans, and programs.

The USD(I&S) is supported by the Director for Defense Intelligence (Collection & Special Programs) (DDI C&SP), Director for Defense Intelligence (Warfighter Support) (DDI (WS)), Director for Defense Intelligence (Counterintelligence, Law Enforcement and Security) (DDI (CL&S)), and Director of Defense Intelligence (Strategy, Programs & Resources) (DDI (SP&R)). In addition, certain offices are Direct Reports to the Under Secretary: Chief of Staff; Human Capital Management Office; Congressional Activities; and Special Access Program Control Office (SAPCO).

1.2. OBJECTIVES

To accomplish its mission, CL&S oversees the Counterintelligence and DoD Law Enforcement enterprise. The DDI(CL&S) must fulfill its core functions of developing policy in these areas, conducting outreach to appropriate DoD and Intelligence Community (IC) elements, and overseeing Counterintelligence, Law Enforcement & Security in general.

1.3. SCOPE

Provide technical, administrative and subject matter expertise to include preparation of staff packages, decision briefings, administrative and logistical preparations for senior leadership.

2. GENERAL REQUIREMENTS

This section describes the general requirements for this effort. The following sub-sections provide details of various considerations.

2.1. NON-PERSONAL SERVICES

The services and performance required under this contract are determined to be not inherently governmental. 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 all applicable DoD policy. The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. All contractor personnel shall identify themselves as contracted support personnel in all forms of communication with all entities with whom the Office of the Under Secretary of Defense for Intelligence has business dealings. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer immediately.

2.2. BUSINESS RELATIONS

The contractor shall successfully integrate and coordinate all activity needed to execute the requirements specified herein. The contractor shall manage the timeliness, completeness, and

quality of the contract deliverables. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of all contractor personnel (including subcontractors). The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

2.3. **CONTRACT MANAGEMENT**

The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to this requirement. The contractor must maintain continuity between the support operations at the Pentagon and the contractor's corporate offices.

The contractor shall establish processes and assign appropriate resources to effectively administer this contract. The contractor shall respond to Government requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the Government and Contractor personnel assigned to support this contract. The contractor shall assign work effort and maintain proper and accurate time keeping records of personnel assigned to work on this requirement.

2.4. **SUBCONTRACT MANAGEMENT**

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors may add subcontractors to their team after notification to the Contracting Officer or Contracting Officer Representative (COR).

2.5. **CONTRACTOR PERSONNEL, DISCIPLINES, AND SPECIALTIES**

An integral part of successful performance under this contract is not only the production of quality products described in Section 3.0, but the responsiveness of contractor personnel in the day-to-day output of work products. While the end product or deliverable is vital to successful performance, day-to-day oversight also includes client interaction and responsiveness.

Accordingly, the contractor is required to proactively maintain assigned tasks, and be responsive to all entities with professional business dealings related to the assigned tasks.

The Contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

The work to be performed herein is considered bona fide professional labor and is exempt from the Fair Labor Standards Act (FLSA).

2.6. **TRAINING**

The Contractor shall provide training, as necessary, for their own personnel to ensure that personnel are trained on the common suite of Microsoft Office tools (e.g., Word, Excel, PowerPoint) and other applicable programs. The Contractor shall also ensure that all of its employees have been properly trained and are qualified to perform assigned tasks under this PWS. The Government will provide or coordinate training on any new Government-provided equipment or Government-directed training (e.g., Information Assurance). If such training requires travel on the part of contractor employees, local travel costs (i.e., Metro) shall be borne by the contract personnel.

2.7. **TRAVEL**

All travel within 50 miles of the National Capital Region is included in the price of this contract. Travel outside the National Capital Region will not normally be required. When movement of contractor personnel is required locally (i.e., Metro) costs will be borne by the contractor. The Government will reimburse the contractor for all other travel outside the 50 mile limitation that was authorized in advance by the Contracting Officer, for reasonable travel related expenses. Such direction will be made by the Contracting Officer via issuance of

bilateral modification(s), on a cost reimbursement basis to the contract against the Government specified not-to-exceed amount.

2.8. LOCATION

Work will be performed at the Pentagon, Arlington, VA; Suffolk Building, Arlington, VA; Mark Center, Alexandria, VA; College Park, MD; Russel Knox Building, Quantico, VA or other government sites within the National Capital Region. Performance of the tasks in this PWS may be accomplished via COR preapproved telework agreements. In the event of a local or national emergency, operations may be moved to another government facility or additional telework may be authorized. Ad hoc telework must be preapproved by COR and government lead.

Contractor personnel must obtain and maintain a Pentagon building pass, as well as a Common Access Card (CAC) to access all IT systems prior to conducting work on this contract.

Contractor personnel must also read and familiarize themselves with all organizational mission statements and charters, organizational structures, operating instructions, Standard Operating Procedures (SOP) and policy.

2.9. HOURS OF WORK

Normal workdays are Monday through Friday except US Federal Holidays. Workers typically work eight (8) hours per day, 40 hours per week. Flextime workers start not earlier than 0700 and not later than 0900. Core hours of work are from 0900 to 1500 daily. All employees are expected to be available during core hours.

Contractor personnel are not customarily expected to work on holidays, but holiday work is possible, subject to advance scheduling with the contractor. Recognized Federal holidays are as follows:

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

Please check the U.S. Office of Personnel Management website for updates:

<https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/#url=Overview>

The amounts in schedule of the contract include an allowance for holidays to be observed. The government will not be billed for such holidays, except when services are required by the government and are actually performed on a holiday.

When the government grants administrative leave to government employees, or is closed as a result of inclement weather, potentially hazardous conditions, or other special circumstances, contractor personnel working at the specific facility/location granted administrative leave may also be dismissed at the discretion of the On-site Manager to the extent that the overall performance is not adversely impacted. The contractor shall 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.

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.

3. PERFORMANCE REQUIREMENTS

The Contractor shall be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks under this effort, none of which are considered inherently

governmental functions as defined in FAR 2.101 or Subpart 7.5. In accordance with FAR 37.104, Personal Services Contracts are prohibited and will not be performed under this contract. The following section specifies the Performance Objectives and Performance Elements for the contract:

3.1 CI Policy & Operations Support SME II (1 FTE)

- Provides expert guidance to CI&LE Directorate seniors and staff on DoD CI policy development, strategic planning, mission management, functional integration, and internal Directorate operations.
- Develops, revises, and staffs CI policy issuances for the informal, formal and signature processes.
- Ensures comments are properly adjudicated and promulgated within the provision of the Office of the Director, Administration and Management (ODA&M) guidelines and timeliness standards for DoD Policy directives and instructions.
- Works with senior CI&LE Directorate personnel to perform CI policy oversight inspections for all DoD components with an organic CI capability and prepares written reports on the results of these inspections.
- Identifies CI best practices to improve overall efficiency and effectiveness of the DoD CI enterprise, and monitors components efforts to address identified deficiencies to become policy compliant.
- Researches and drafts responses to questions related to DoD CI issues for senior DoD officials and other DoD stakeholders.
- Prepares and coordinates staff actions, information papers and official memorandums for distribution within DoD and the Intelligence Community.

3.2 OPTIONAL - CI Policy & Operations Support SME II (1 FTE)

- Provides expert guidance to CI&LE Directorate seniors and staff on DoD CI policy development, strategic planning, mission management, functional integration, and internal Directorate operations.
- Develops, revises, and staffs CI policy issuances for the informal, formal and signature processes.
- Ensures comments are properly adjudicated and promulgated within the provision of the Office of the Director, Administration and Management (ODA&M) guidelines and timeliness standards for DoD Policy directives and instructions.
- Works with senior CI&LE Directorate personnel to perform CI policy oversight inspections for all DoD components with an organic CI capability and prepares written reports on the results of these inspections.
- Identifies CI best practices to improve overall efficiency and effectiveness of the DoD CI enterprise, and monitors components efforts to address identified deficiencies to become policy compliant.
- Researches and drafts responses to questions related to DoD CI issues for senior DoD officials and other DoD stakeholders.
- Prepares and coordinates staff actions, information papers and official memorandums for distribution within DoD and the Intelligence Community.

3.3 Information Security Support SME II (1 FTE)

- Conducts security reviews of documents, transcripts, and manuscripts to determine whether classified information is contained in the document and if an unauthorized disclosure has occurred and develop metrics to track the disclosures.
- Coordinates with component original classification authorities to identify disposition of each case.
- Collaborates with the original classification authority (OCA) and the DoD Office of the General Counsel to ensure initial inquiries and damage assessments are conducted, as

well as determine if further investigation and/or referral to the Department of Justice is warranted.

- Assists in preparing notification correspondence for the Congress and/or the Information Security Oversight Office.
- Assists with policy development reference information security and unauthorized disclosures.

3.4 OPTIONAL - Information Security Support SME II (1 FTE)

- Conducts security reviews of documents, transcripts, and manuscripts to determine whether classified information is contained in the document and if an unauthorized disclosure has occurred and develop metrics to track the disclosures.
- Coordinates with component original classification authorities to identify disposition of each case.
- Collaborates with the original classification authority (OCA) and the DoD Office of the General Counsel to ensure initial inquiries and damage assessments are conducted, as well as determine if further investigation and/or referral to the Department of Justice is warranted.
- Assists in preparing notification correspondence for the Congress and/or the Information Security Oversight Office.
- Assists with policy development reference information security and unauthorized disclosures.

3.5 Executive Administrator III (1 FTE)

- Serves as the administrative point of contact for the division.
- Maintains daily calendar and ensures operations are accomplished in a timely, professional manner.
- Arranges for meetings, conferences, and video-teleconferencing, to include taking minutes and maintaining invitations attendee contact rosters.
- Provides staffing support and oversight to more than 40 action officers and other staff for all required correspondence actions,(e.g., formal letters, memoranda, read-ahead briefing/meeting packages, activity reports, senior leadership reports, senior leadership reports, and travel/training/personnel documents) going to the Director of Defense Intelligence (Counterintelligence, Law Enforcement and Security)(DDI (CL&S)), Under Secretary of Defense (Intelligence), Secretary and Deputy Secretary of Defense, Congress, the National Counterintelligence Executive and other Defense, federal governmental and Intelligence Community organizations.
- Tasks may include technical writing/editing, editorial consultation, proofreading, or overall documentation review.
- Ensures documents are prepared in the appropriate DoD format and are free from grammatical errors.
- Tracks all Directorate suspenses to ensure timeliness.
- Composes staffing sheets and other documents as required.
- Maintains and updates a variety of overarching CI & Law Enforcement's informational binders addressing staff, priorities, quarterly requirements and other documentation.
- Serves as division's Records Manager.
- Prepares and/or oversees travel arrangements CI&LE Director.

3.6 Military Department Counterintelligence Organizations (MDCOs) Oversight Support SME III (4 FTE). The Contractor will provide in-depth strategic/operational planning expertise for the

development and enhancement of counterintelligence support to DoD and the Defense Industrial Base (DIB). Additionally, the Contractor will analyze and develop strategies to respond to state based and global terrorist threats to include an understanding of their efforts, intentions and methodologies in targeting the DoD and DIB for intelligence purposes.

- Provides input to briefings, transitioning concepts to execution and assisting in the coordination of joint operational planning in support of operations.
- Provides input for the development of Tactics, Techniques and Procedures (TTPs), Concepts of Operation (CONOPS), Courses of Action (COAs), and other related documents.
- Provides input to address shortfalls, prioritize, and validate requirements and be prepared to modify development planning efforts based on the changing information environment.
- Provides support to exercise planning, execution, and evaluation to accomplish exercise training priorities.
- Contributes to the development of exercise scenarios, exercise operational plans, and other required documentation.
- Conducts research of current and emerging threats to U.S. critical infrastructure and key resources.
- Participates and contributes to planning, policy development, strategy, and compliance meetings relevant to OPSEC and Information Operations
- Provides expert input to DOTMLPF-P reviews relevant to the Defense OPSEC Program and Information Operations policy and guidance development.
- Develops metrics by which to evaluate OPSEC measure and countermeasure effectiveness.

3.7 Sensitive Support Policy and Oversight Subject Matter Expert SME II (4 FTE)

- Serves as a policy analyst and Subject Matter Expert in the Counter Intelligence and Law Enforcement Directorate, Director Defense Intelligence for Counterintelligence, Law Enforcement, and Security, Office of the Under Secretary of Defense for Intelligence and Security (OUSD(I&S))
- Prepares OSD-level staff packages for the USD(I&S) on matters pertaining to Sensitive Support and sensitive security applications for intelligence, Special Operations, acquisition, and operations in cyberspace
- Coordinates, manages, and provides oversight to DoD Component activities employing Sensitive Support to ensure statutory and policy compliance and requisite degrees of effectiveness
- Plan, coordinate, and facilitate OUSD(I&S)-directed program Oversight Reviews of the DoD Components for USD(I&S) leadership and staff
- Collaborates with senior staff within the Intelligence Community (IC), OSD, Joint Staff, Military Services, Combatant Commands, Combat Support Agencies, and other non Defense Federal Departments and Agencies on policy related matters
- Prepares reports, briefings, senior level correspondence, and staff action packages in support of OUSD(I&S) requirements

During the first 90 calendar days of performance, the Contractor shall make no substitutions of personnel without the approval of the Contracting Officer, 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 and provide the information required below.

After the initial 90 calendar day period, the Contractor may propose a substitution. The Contractor shall notify the Contracting Officer in writing of any proposed substitution at least thirty (30) days in advance of the proposed substitution. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contractor shall, prior to making any substitution permanent, demonstrate to the satisfaction of the Contracting Officer, that the qualifications of the proposed substitute personnel is equal to or better than the qualifications of the personnel originally identified for the position. The Contracting officer will notify the Contractor within 15 calendar days, after receipt of all required information, of the decision on proposed substitutions.

4.2 GOVERNMENT FURNISHED MATERIALS

Basic facilities such as work space and its associated operating requirements (i.e., phones, desks, utilities, information technology, and consumable and general purpose office supplies) will be provided while working in Government facilities. Additionally, the tasks in this PWS require a physical presence in order to ensure successful performance. The Government will provide information, material and forms unique to the Government for supporting the task. All Government unique information related to this requirement, which is necessary for Contractor performance, will be made available to the Contractor. The COR will be the point of contact for identification of any required information to be supplied by the Government.

4.3 SECURITY

Overarching security requirements and Contractor access to classified information is specified in the basic DD Form 254. All contractor personnel with access to unclassified information systems, including e-mail, shall have at a minimum a favorable National Agency Check (NAC). All contractor personnel supporting this requirement are required to sign a Non-Disclosure Agreement. All tasks must be conducted in full compliance with DoD security regulations. Contractors must have facilities that are cleared at the Top Secret level. It is anticipated that during the period of performance, all contractor personnel will be required to maintain a Top Secret/Sensitive Compartmented Information (TS-SCI) clearance. Access to special access programs (SAPs) and Alternative Compensatory Control Measures (ACCMs) is required.

4.4 QUALITY CONTROL PLAN

The Contractor shall prepare and adhere to a Quality Control Plan (QCP). The QCP shall document how the Contractor will meet and comply with the quality standards specified in the PWS. At a minimum, the QCP must include a self-inspection plan, an internal staffing plan, and an outline of the procedures that the Contractor will use to maintain quality, timeliness, responsiveness, customer satisfaction, and any other requirements set forth in this PWS.

4.5 DOCUMENTATION

Documents, data files, reports, correspondence, and all other documents and writings, together with any charts, graphs, tables, illustrations, photographs, images, and other illustrative, explanatory, historical documents related thereto or independent thereof, regardless of the medium (or media) by which they were produced, preserved, stored, or created in connection with or for purpose(s) of work performed under this PWS and contract, are property of the Government and shall be delivered to the COR promptly upon request.

The Contractor agrees to assume responsibility for protecting the confidentiality of Government records, which is not considered public information. Each Contractor or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for purposes and to the extent authorized herein. The Contractor shall not release any information related to this contract to the public, media or other unauthorized persons or organizations unless the government has

conducted the appropriate security review and granted written approval (e.g. posting information to a public website).

4.6 TRANSITION

The Contractor shall follow its transition plan submitted as part of their proposal and keep the Government fully informed of status throughout the transition period. Throughout the phase-in/phase-out periods, it is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The Contractor must plan for the transfer of work control, delineating the method for processing and assigning tasks during the phase-in/phase-out periods

4.6.1 Phase-out

The Contractor shall provide a phase-out plan no later than sixty (60) days prior to expiration of this contract. The Contractor shall maintain complete documentation that is totally assessable to the designated Government representatives via a web portal or some other portal as the Government directs. The Contractor shall overlap with incoming Contractor during transition for a nominal period of 30 days and will work with Government personnel and the incoming contractor to transfer knowledge, information and documentation for all projects and tasks related to this contract. The type of information and documentation to be transferred includes but is not limited to:

- Research material
- Reports
- Contact lists

Note: All automated data files in the possession of the contractor are the property of the Government and shall be turned over to the KO or the COR at the completion or termination of the contract. Additionally, all records related to the execution of the current contract shall be returned to the Government as electronic copies that are readable and accessible by the Government.

5 SPECIAL REQUIREMENTS

This section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

5.1 KEY PERSONNEL

The contractor shall immediately replace any individual provided under this PWS who fails to perform his/her duties adequately, is chronically absent/late, or conducts himself/herself in a manner that is inconsistent with the listed requirements, government employment policies and practices, or engages in practices that are disruptive to the working environment.

The Contractor shall provide qualified personnel for the key positions under this contract. The estimated level of effort for tasks 3.1 – 3.6 requires ten (10) FTEs that consist of one (1) CI Policy Oversight and Assessments SME, one (1) CI Policy & Operations Support SME, four (4) Military Department Counterintelligence Organizations (MDCOs) Oversight Support SMEs and four (4) Sensitive Support Policy and Oversight SME. The Contractor shall ensure that the key personnel possess the skills, knowledge, training, and certification(s) required to satisfactorily perform all services required by the contract. Qualifications for key personnel are as follows:

3.1 – 3.2 CI Policy & Operations Support Subject Matter Expert II (1 FTE, 1 Optional FTE is not Key Personnel)

Preferred Education and Experience:

- Bachelor's Degree preferred
- Experience with OUSD(I&S) is preferred
- 2 years of experience working within or closely with Army CI, the Air Force Office of Special Investigations, or the Naval Criminal Investigative Service relating to the CI mission is preferred.

- Demonstrated knowledge of FBI and of agreements between the FBI and the Department relating to CI activities.

Required Skills and Experience:

- 5 years of experience in implementing and overseeing CI policy programs and experience as a staff action officer on an OSD, JCS, or Military Department headquarters staff.
- 3 years of experience conducting the CI functions of Investigations, Operations, Collection, Analysis and Production and Functional Services within the Department and have an expert knowledge of all Departmental issuances governing the conduct of these CI functions.

3.3-3.4 Information Security SME II (1 FTE, 1 Optional FTE is not Key Personnel)

Preferred Education and Experience:

- Bachelor's Degree in Information Security preferred
- Experience with OUSD(I&S) is preferred
- Demonstrated knowledge of the Department's supporting security functions to include insider threat, operations security, technology protection, habeas, declassification, SCI and SAP security policies is desired

Required Skills and Experience:

5 years of security policy experience in the following areas:

- Demonstrated knowledge of policies and procedures used in the information security discipline—for DoD, the Defense Intelligence Enterprise, and at the national level
- Demonstrated experience recommending security policy positions and, once approved, representing those positions to a broad constituency at various forums as well as facilitate or chair forums to draft policy and/or achieve policy issue resolution
- Demonstrated experience drafting, coordinating, and staffing actions
- Demonstrated experience using written communications skills and ability to independently draft, coordinate, and staff actions within OSD, the Services, DIA and the Joint Staff

3.6 Military Department Counterintelligence Organizations (MDCOs) Oversight Support Subject Matter Expert III (4 FTE)

Required Skills and Experience:

- 7-10 years of counterintelligence experience to include providing counterintelligence functional services to DoD entities or DoD contractors
- Experience with conducting or supporting counterintelligence investigations or counterintelligence inquiries
- Demonstrated knowledge and understanding of the Military Department Counterintelligence Organizations (MDCOs)
- Demonstrated knowledge and understanding of the National-level, DoD, and MDCO policies that govern counterintelligence activities (E.O. 12333, DoD 5240 series, etc.)
- Demonstrated knowledge of state based and global terrorist threats to DoD and DIB

3.7 Sensitive Support Policy and Oversight Subject Matter Expert II (4 FTE)

Preferred Education and Experience:

- Completion of Advanced Technicians Course, and/or Advanced Planners Course, and/or Due Diligence Course
- Bachelor's Degree
- Experience in OSD/OUSD(I&S) highly preferred

- Extensive knowledge of IC or U.S. Special Operations Command

Required Skills and Experience:

- 7 years of experience with applications of DoD Sensitive Support activities and/or policies at higher headquarters level
- Demonstrated communication skills (oral & written) to engage successfully with General Officers, Senior Executives, and action officers within participating Components
- 5 years of experience drafting correspondence presented for staffing through senior-level OSD decision-makers
- Demonstrated ability to routinely maintain pace with accurate and effective multi-tasking for senior OSD leadership
- Experience working with SCI, Special Access Programs, and Alternative Compensatory Control Measures materials
- Working knowledge of DoD and IC Directives and Instructions pertaining to intelligence, intelligence-related, and operations in cyberspace activities
- Experience in implementing and overseeing Departmental programs and policies at a senior staff level within DoD

**PART 6
APPLICABLE PUBLICATIONS**

6.0 Applicable Publications. The Contractor shall abide by all applicable regulations, publications, manuals and local policies and procedures.

FAR	Federal Acquisition Regulations
DFARS	Defense Federal Acquisition Regulation Supplement
JTR	Joint Travel Regulation
DODD 8570.01	Information Assurance Training Certification and Workforce Management
OUSD (I&S)	Published Policies and Procedures

**PART 7
ATTACHMENTS**

7.0 ATTACHMENTS.

7.1. Attachment 1 – Performance Requirements Summary

7.2. Attachment 2 – Deliverables Schedule

7.3. Attachment 3 – Non-Disclosure Agreement

7.4 Attachment 4 – Quality Assurance Surveillance Plan

ATTACHMENT 1 - PERFORMANCE REQUIREMENTS SUMMARY

Requirements	Performance Standards	Acceptable Quality Level	Method of Surveillance
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<i>Provide Qualified Support Personnel</i>	<p>All contractor personnel possess the skills needed to perform the required tasks as specified in the PWS.</p> <p>All contractor personnel possess the needed skills within 2 weeks of processing to the OUSDI office.</p> <p>The Contractor's work products are suitable to support the full range of analysis as specified in the PWS.</p>	100%	COR review/government personnel feedback
<i>Monthly Status Report</i>	<p>The Status Report accurately reflects progress, status; proactively identifies and addresses any problems or issues encountered; and recommended resolutions are feasible and likely to succeed in resolving issues.</p> <p>Report is submitted by the 10th of the month</p> <p>Reports are grammatically correct and professional in appearance</p>	Deviation with COR or designee approval. One exception per performance period.	COR Review
<i>Hours of Work/Workload Management</i>	The contractor ensures that sufficient staff is available on-site at all times during core business hours to support assigned requirements.	If key personnel will be unavailable for a period longer than 30 day, contractor will provide temporary backfill/replacement.	COR review/government personnel feedback
<i>Services and Deliverables</i>	<p>The Contractor provides the full range of services required to support the requirements addressed in section 3.1-3.7 of the PWS.</p> <p>Deliverables are factual, well-written, free of grammatical errors or misspellings, and free from political conclusions drawn by the analyst or any judgment of individual journalists. Writing meets college Baccalaureate degree standards for English grammar, spelling, and composition 98% of the time.</p>	Deliverables are accomplished by the due date/time specified in Section 6 of the PWS 99% of the time.	Random review of work products by the COR no less than once a week and feedback from appropriate Government sources.

ATTACHMENT 2 – DELIVERABLES SCHEDULE

Deliverables shall be submitted to the COR designated in the COR Appointment letter. All deliverables shall be submitted using Microsoft Office suite of tools (for example, MS Word, MS Excel, MS PowerPoint), or Adobe PDF format, unless otherwise specified by the COR. Electronic submission shall be made via email, unless otherwise agreed to by the COR. The COR has the right to reject or require correction of any deficiencies found in the deliverables. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The following table specifies the deliverables for this requirement

PWS Reference	Deliverable Title	Delivery Time	Frequency/Format
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3.1-3.7	Trip Report	NLT 10 days following the trip	Microsoft Office
3.1- 3.7	Briefings, White Papers, Staff Packages	As determined by the COR or task lead	As determined by the COR or task lead
3.1-3.7	Attend Meetings	As determined by the COR or task lead	As required by the COR or task lead
3.1-3.7	Monthly Status Reports	NLT 10 th day of month	Microsoft Office
3.1-3.7	Non-disclosure Agreement	NLT 14 days after award and upon replacement of personnel	Microsoft Word with original employee signature.

ATTACHMENT 3 - NON-DISCLOSURE AGREEMENT
[AUG 2013 VERSION]

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

WHEREAS RECIPIENT is engaged in delivering support services to (Agency) under (Task Order Number); and

WHEREAS it is the intention of (Agency) to protect and prevent access to and disclosure of nonpublic information, including but not limited to 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 Contracting Officer's Representative; and

WHEREAS (Agency) 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 (Agency) under the Freedom of Information Act (e.g. PPBE data);

NOW THEREFORE, RECIPIENT 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 Contracting Officer's Representative 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 Agreement will subject the RECIPIENT to administrative, civil or criminal remedies, as may be authorized by law.

***These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to

public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.*****

SIGNATURE AND DATE

PRINTED NAME: _____

TITLE: _____

EMPLOYER: _____

QUALITY ASSURANCE SURVEILLANCE

1. **Contract or Task Order Title** **Add contract/task order number at award:**
Counterintelligence & Law Enforcement SME Support to CL&S

2. **Purpose:**

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored?
- How monitoring will take place.
- Who will conduct the monitoring?
- How monitoring efforts and results will be documented.

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance. In addition, the QASP should recognize that unforeseen and uncontrollable situations may occur.

This QASP is a "living document" and the Government may review and revise it on a regular basis. Updates shall ensure that the QASP remains a valid, useful, and enforceable document. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

3. **Roles and Responsibilities:**

The following personnel shall oversee and coordinate surveillance activities.

Program/Project Manager (PM) – The PM provides program oversight and supports the COR's performance assessment activities.

Contracting Officer (CO) – The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also ensure that the contractor receives impartial, fair, and equitable treatment under this contract. Determine the final assessment of the contractor's performance.

Contracting Officer Assigned KO: Darlene Ervin

Organization or Agency: WHS/AD Organization or Agency: WHS/AD

Telephone: (703) 545-3578

Email: Darlene.v.ervin.civ@mail.mil

Contract Specialist (CS) - The KS acts as an acquisition consultant and serves as liaison between the TMA Contract Operations Division – Falls Church (COD-FC) and the requesting program office, as well as liaison between the TRICARE Management Activity (TMA) and the supporting contracting office.

Assigned CS: Yolnie T. Merriweather
 Telephone: 703-545-2750
 Email: yolnie.t.merriweather.civ@mail.mil

Contracting Officer's Representative (COR) – The COR is responsible for providing continuous technical oversight of the contractor's performance. The COR uses the QASP to conduct the oversight/surveillance process. The COR shall keep a Quality Assurance file that accurately documents the contractor's actual performance. The purpose is to ensure that the contractor meets the performance standards contained in the contract. The COR is responsible for reporting early identification of performance problems to the CO. The COR is required to provide an annual performance assessment to the CO which will be used in documenting past performance. The QASP is the primary tool for documenting contractor performance. The COR is not empowered to make any contractual commitments or to authorize any contractual change on the Government's behalf.

Assigned COR: Brian Richards
 Telephone: 703-697-5130
 Email: brian.a.richards16.civ@mail.mil

4. Primary Method of Surveillance:

Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP. Regardless of the surveillance method, the COR shall always contact the contractor's task manager or on-site representative when a defect is identified and inform the manager of the specifics of the problem. The COR, with assistance from the COD KS, shall be responsible for monitoring the contractor's performance in meeting a specific performance standard/AQL.

- a. Direct Observation. Review deliverables as required to meet contract deliverable schedule.
- b. Analysis of contractor's progress reports. As defined in C-2.3

Surveillance results may be used as the basis for actions (to include payment deductions) against the contractor. In such cases, the Inspection of Services clause in the Contract becomes the basis for the KO's actions.

Surveillance Matrix

The Surveillance Matrix (Appendix 1) is the list of performance objectives and standards that must be performed by the contractor. This matrix details the method of surveillance the COR will use to validate and inspect these performance elements. Inspection of each element will be documented in the COR file.

Performance objectives define the desired outcomes. Performance Standards define the level of service required under the contract to successfully meet the performance objective. The inspection methodology defines how, when, and what will be assessed in measuring performance. The Government performance surveillance, using this QASP, to determine the quality of the contractor's performance as it relates to the performance element standards. The ACL performance Standard Table should be used to form the foundation of the COR's inspection checklist.

5. Performance Standards:

- Deliverables are accomplished by the due date/time specified in Section 6 of the PWS 99% of the time.
- All contractor personnel possess the skills needed to perform the required tasks as specified in the PWS.

6. Documenting Performance:

Acceptable Performance.

The Government shall document positive performance. A Performance Assessment Report (PAR) template is attached (Appendix 2). Any report may become part of the supporting documentation for fixed price payments, award/incentive fee payments, CPARS entries, or other actions. Government acceptance of services permits the contractor to invoice for the service fee.

Unacceptable performance.

Unacceptable contractor performance can be identified by customer complaints (Appendix 2) or upon schedule surveillance evaluations. When unacceptable performance occurs, the COR shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. The COR shall document the discussion and place it in the COR file and provide a copy to the CO.

When the COR determines formal written communication is required, the COR shall prepare a Corrective Action Report (CAR). The CAR is forwarded to the CO for dissemination to the contractor. A CAR template is attached to this QASP (Appendix 3).

The contractor shall acknowledge receipt of the CAR in writing. The CAR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CAR will also state how long after receipt the contractor has to present this corrective action plan to the CO and COR. The Government may withhold payment for services until corrective action is taken. The Government shall review the contractor's corrective action plan to determine acceptability. Upon Government acceptance of the corrected services the contractor will be permitted to invoice for the service fee.

Any CAR may become a part of the supporting documentation for contract payment deductions, fixed fee deductions, award fee nonpayment, CPARS or other actions deemed necessary by the CO.

7. Acceptable Quality Level (AQL):

The AQL for the deliverables for this effort is 99%.

8. Performance Rating

In evaluating the quality of contractor's performance, the following performance ratings may be used (same as CPAR ratings).

Performance Rating	Criteria
Exceptional	Performance meets contractual requirements and exceeds many to the government's benefits. The contractual performance of the element or sub-element being assessed was accomplished with no problems and contractor actions were highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the government benefits. The contractual performance was accomplished with few minor problems for which corrective actions taken by the contractor were effective.
Satisfactory	Performance meets contractual requirements. The contractual performance contains some minor problems for which corrective actions taken by the contractor were satisfactory.
Marginal	Performance does not meet some contractual requirements. The contractual performance reflects a serious problem for which the contractor has not yet

	identified corrective actions. The contractor's proposed actions appear marginally effective or were not fully implemented.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

Appendix 1 - Surveillance Matrix

Requirements	Performance Standards	Acceptable Quality Level	Method of Surveillance
<i>Provide Qualified Support Personnel</i>	<p>All contractor personnel possess the skills needed to perform the required tasks as specified in the PWS.</p> <p>All contractor personnel possess the needed skills within 2 weeks of processing to the OUSDI office.</p> <p>The Contractor's work products are suitable to support the full range of analysis as specified in the PWS.</p>	100%	COR review/government personnel feedback
<i>Monthly Status Report</i>	<p>The Status Report accurately reflects progress, status; proactively identifies and addresses any problems or issues encountered; and recommended resolutions are feasible and likely to succeed in resolving issues.</p> <p>Report is submitted by the 10th of the month</p> <p>Reports are grammatically correct and professional in appearance</p>	Deviation with COR or designee approval. One exception per performance period.	100% inspection - COR Review
<i>Hours of Work/Workload Management</i>	The contractor ensures that sufficient staff is available on-site at all times during core business hours to support assigned requirements.	If key personnel will be unavailable for a period longer than 30 day, contractor will provide temporary backfill/replacement.	100% inspection - COR review/government personnel feedback
<i>Services and Deliverables</i>	<p>The Contractor provides the full range of services required to support the requirements addressed in section 3.1-3.7 of the PWS.</p> <p>Deliverables are factual, well-written, free of grammatical errors or misspellings, and free from political conclusions drawn by the analyst or any judgment of individual journalists. Writing meets college Baccalaureate degree standards for English grammar, spelling, and composition 98% of the time.</p>	Deliverables are accomplished by the due date/time specified in Section 6 of the PWS 99% of the time.	Random review of work products by the COR no less than once a week and feedback from appropriate Government sources.

Appendix 2 – Performance Assessment Report

PERFORMANCE ASSESSMENT REPORT (PAR) <i>(If more space is needed, use reverse and identify by number)</i>		
1. CONTRACT/TASK ORDER NUMBER	2. CONTRACTOR	3. TYPE OF SERVICES
4. QUALITY ASSURANCE PERSONNEL (COR) SIGNATURE AND DATE		5. COR PHONE
		6. SUSPENSE DATE
I. PERFORMANCE		
7. <input type="checkbox"/> DEFICIENCY (CHECK ALL BOXES THAT APPLY) <input type="checkbox"/> NEW <input type="checkbox"/> REPEAT <input type="checkbox"/> NO DEFICIENCY NOTED		8. SERVICES SUMMARY or PWS PARAGRAPH ITEM REVIEWED
9. BRIEF DESCRIPTION OF DEFICIENCY (IF DEFICIENCY BOX WAS CHECKED)		10. DETAILED PERFORMANCE ASSESSMENT
II. CONTRACTOR VALIDATION		
11. CONTRACTOR REPRESENTATIVE <input type="checkbox"/> CONCUR <input type="checkbox"/> NON-CONCUR		12. CORRECTIVE ACTION ESTIMATED COMPLETION DATE
13. CONTRACTOR REPRESENTATIVE CORRECTIVE ACTION AND PREVENTION OF RECURRENCE <u>OR</u> REASON FOR NON-CONCURRENCE OF COR CITED DEFICIENCY		
III. ACTION CORRECTED		
14. <input type="checkbox"/> CONCUR <input type="checkbox"/> NON-CONCUR COR SIGNATURE AND DATE		
15. COR REMARKS (REQUIRED)		
6. CONTRACTOR REPRESENTATIVE REMARKS		

Appendix 3 – Customer Complaint Record

CUSTOMER COMPLAINT RECORD	DATE/TIME OF COMPLAINT
SOURCE OF COMPLAINT	

ORGANIZATION	BUILDING NUMBER	INDIVIDUAL	PHONE NUMBER
NATURE OF COMPLAINT			
CONTRACT REFERENCE			
VALIDATION			
DATE/TIME CONTRACTOR INFORMED OF COMPLAINT			
ACTION TAKEN BY CONTRACTOR			
RECEIVED/VALIDATED BY			

Appendix 4 – Corrective Action Report**CORRECTIVE ACTION REPORT (CAR)***(If more space is needed, use reverse and identify by number)*

1. CONTRACTOR		2. CONTRACT NUMBER		3. TYPE OF SERVICES	
4. FUNCTIONAL AREA				5. SUSPENSE DATE	6. CONTROL NUMBER
7. DEFICIENCY <input type="checkbox"/> MAJOR <input type="checkbox"/> MINOR FINDING: FINDING IMPACT: <i>Please respond with a written corrective action plan that details the corrective action of the cited deficiency, the cause of the deficiency, and actions taken to prevent recurrence by Suspense Date in Block 5. If date was not entered in Block 5, the contractor is not required to provide a response.</i>					
8. QUALITY ASSURANCE PERSONNEL (COR)					
TYPED NAME AND GRADE			SIGNATURE AND DATE		
9. ISSUING AUTHORITY					
TYPED NAME AND GRADE			SIGNATURE AND DATE		
10. COR RESPONSE TO CONTRACTOR CORRECTIVE ACTION AND ACTION TAKEN TO PREVENT RECURRENCE					
11. COR DETERMINATION <input type="checkbox"/> ACCEPTED <input type="checkbox"/> REJECTED				12. CLOSE DATE	

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 13-JUL-2020 TO 23-APR-2021	N/A	ODDI (CL&S) MARCIA JONES 5000 DEFENSE PENTAGON, ROOM 3A666 WASHINGTON DC 20301-5000 703-571-2394 FOB: Destination	HQ0208
0002	POP 13-JUL-2020 TO 23-APR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
0003	POP 13-JUL-2020 TO 23-APR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
0004	POP 13-JUL-2020 TO 23-APR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
0005	POP 13-JUL-2020 TO 23-APR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
0006	POP 13-JUL-2020 TO 23-APR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
0007	POP 13-JUL-2020 TO 23-APR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
0008	POP 13-JUL-2020 TO 23-APR-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
1001	POP 24-APR-2021 TO 23-APR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
1002	POP 24-APR-2021 TO 23-APR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
1003	POP 24-APR-2021 TO 23-APR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
1004	POP 24-APR-2021 TO 23-APR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
1005	POP 24-APR-2021 TO 23-APR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208

1006	POP 24-APR-2021 TO 23-APR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
1007	POP 24-APR-2021 TO 23-APR-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
1008	POP 24-APR-2021 TO 23-MAY-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
2001	POP 24-APR-2022 TO 23-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
2002	POP 24-APR-2022 TO 23-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
2003	POP 24-APR-2022 TO 23-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
2004	POP 24-APR-2022 TO 23-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
2005	POP 24-JUN-2022 TO 23-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
2006	POP 24-APR-2022 TO 23-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
2007	POP 24-APR-2022 TO 23-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
2008	POP 24-APR-2022 TO 23-APR-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
3001	POP 24-APR-2023 TO 23-APR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
3002	POP 24-APR-2023 TO 23-APR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
3003	POP 24-APR-2023 TO 23-APR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
3004	POP 24-APR-2023 TO 23-APR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
3005	POP 24-APR-2023 TO 23-APR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
3006	POP 24-APR-2023 TO 23-APR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
3007	POP 24-APR-2023 TO 23-APR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208

3008	POP 24-APR-2023 TO 23-APR-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
4001	POP 24-APR-2024 TO 23-APR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
4002	POP 24-APR-2024 TO 23-APR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
4003	POP 24-APR-2024 TO 23-APR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
4004	POP 24-APR-2024 TO 23-APR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
4005	POP 24-APR-2024 TO 23-APR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
4006	POP 24-APR-2024 TO 23-APR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
4007	POP 24-APR-2024 TO 23-APR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208
4008	POP 24-APR-2024 TO 23-APR-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0208

Section G - Contract Administration Data

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

H-1 DOD BUILDING PASS ISSUANCE

- (a) All personnel employed by a civilian commercial firm to perform work whose activity at any time requires passage located on Government facilities, shall be required to obtain a Temporary Department of Defense (DoD) Building Pass/Access Card.
- (b) The Contractor shall be responsible for having each employee requiring a Temporary DoD Building Pass/Access Card prepare the necessary applications, advising personnel of their obligations, filing the applications with the Contracting Officer, maintaining personnel files and re-filing applications for personnel in the event that clearances must later be extended. Personnel requiring a Temporary DOD Building Pass/Access Card must be either a citizen of the United States of America (USA) or a foreign national authorized to work in the USA under federal immigration and naturalization laws.
- (c) The Government will issue DoD building passes to eligible persons upon the completion of a National Criminal Information Check (NCIC) or National Agency Check (NAC). This is a search of the nationwide computerized information system established as a service to all criminal justice agencies. Processing of completed applications for initial pass issuance or renewal of existing passes will require three to five working days. Contractor employees will be given a pass for the period of performance of the contract, not to exceed one year.
- (d) Personnel whose activity does not require them to enter access controlled areas, or whose activity within the facility is limited to construction areas prior to the stripping of structural concrete formwork, will not be required to obtain a JSP Building Pass. However, they shall display at all times while on the facility an approved identification badge as described above in the paragraph entitled "Identification of Employees". Personnel whose activity within the Pentagon follows the stripping of structural concrete formwork shall be required to obtain a Temporary DoD Building Pass/Access Card.

H-2 RELEASE OF NEWS INFORMATION

No news release (including photographs and films, public announcements, 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 the prior written approval of the Contracting Officer and Program Executive Officer, Enterprise Information Systems (PEO-EIS) Public Affairs Office (PAO). See also Section I, DFARS clause 252.204-7000 "Disclosure of Information". Contractor also must comply with DFARS 252.204-7000, Disclosure of Information, concerning contractor's responsibilities for handling unclassified information and DFARS 252.204-7003, Control of government personnel work product.

H-3 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER

- a. Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.
- b. The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- c. The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

H-4 USE OF GOVERNMENT-FURNISHED COMPUTERS

- a. Computers furnished under this contract shall be used for official business only. Contractor personnel shall not use computers furnished under this contract for any use other than to perform the requirements of this contract. Contractor personnel shall not install any software on Government furnished computers unless consent is obtained from the Contracting Officer (CO) or Contracting Officer's Representative (COR).
- b. Information services available on the Government furnished computers shall only be used for official business only. Examples of information services include Internet, Intranet, World Wide Web, and electronic mail.
- c. Access to Government information services is granted as a privilege, and use of such services constitutes consent to monitoring. Information services use will be monitored to ensure the protection of networks and information and to verify and enforce compliance with this contractual requirement.
- d. In the event contractor personnel use Government furnished computers and/or information services for other than official business, the contractor shall be required to provide the Government with monetary consideration in the form of credits against the contract as determined by the CO. In addition, if requested by the CO, the contractor shall be required to replace the individual who misused the Government furnished computers and/or information services within 10 working days.

The following are examples of misuse of information services:

- 1. Illegal, fraudulent, or malicious activities.
- 2. Partisan political activity, political or religious lobbying or advocacy, or activities on behalf of organizations having no affiliation with DISA or DoD.
- 3. Activities whose purposes are for personal or commercial financial gain. These activities may include chain letters, solicitation of business or services, sales of personal property.
- 4. Unauthorized fundraising or similar activities, whether for commercial, personal, or charitable purposes.
- 5. Accessing, storing, processing, displaying or distributing offensive or obscene material such as pornography and hate literature.
- 6. Annoying or harassing another person, e.g., by sending or displaying uninvited e-mail of a personal nature or by using lewd or offensive language in an e-mail message.
- 7. Using another person's account or identity without his or her explicit permission, e.g., by forging e-mail.
- 8. Viewing, damaging, or deleting files or communications belonging to others without appropriate authorization or permission.
- 9. Permitting any unauthorized person to access a DoD-owned system.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2018
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.	DEC 2019
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2019
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	NOV 2015
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-7	Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-1	Instructions to Offerors--Commercial Items	MAR 2020
52.212-2	Evaluation - Commercial Items	OCT 2014
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.217-5	Evaluation Of Options	JUL 1990
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-14 (Dev)	Limitations on Subcontracting (DEVIATION 2020-O0008)	MAR 2020
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	JAN 2019
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
52.224-3	Privacy Training	JAN 2017
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008

52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	AUG 2018
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-23	Assignment Of Claims	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.213-7000	Notice to Prospective Suppliers on Use of Supplier Performance Risk System in Past Performance Evaluations	SEP 2019
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American And Balance Of Payments Program-- Basic	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013

252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7017	Notice of Supply Chain Risk	FEB 2019
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAR 2020)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

“Covered telecommunications equipment or services” has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

“Economically disadvantaged women-owned small business (EDWOSB) Concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology”--

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

- (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term

“successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Veteran-owned small business concern” means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)”, means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b) (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ____.

[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

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

(1) Small business concern. The offeror represents as part of its offer that it (____) is, (____) is not a small business concern.

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

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

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

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

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

(i) It [☐] is, [☐] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [☐] is, [☐] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

(i) It [☐] is, [☐] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [☐] is, [☐] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

(i) It [☐] is, [☐] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [☐] is, [☐] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It (____) has, (____) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It (____) has, (____) has not, filed all required compliance reports.

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

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

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

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

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin
____	____
____	____
____	____

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

Line Item No.	Country of Origin
—	—
—	—
—	—

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.
 (2) *Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I (Jan 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American -Free Trade Agreements-Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) Buy American--Free Trade Agreements--Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American --Free Trade Agreements--Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____

___	___
___	___

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled ``Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
___	___
___	___
___	___

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) [___] Are, [___] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) [___] Have, [___] have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) [____] Are, [____] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [____] Have, [____] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).*]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

—	—
—	—
—	—

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

[☐] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

[☐] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) (☐) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) (☐) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

[☐] (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror (☐) does (☐) does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[____] (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror (____) does (____) does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

(____) TIN: -----.

(____) TIN has been applied for.

(____) TIN is not required because:

(____) Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

(____) Offeror is an agency or instrumentality of a foreign government;

(____) Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

(____) Sole proprietorship;

(____) Partnership;

(____) Corporate entity (not tax-exempt);

(____) Corporate entity (tax-exempt);

(____) Government entity (Federal, State, or local);

(____) Foreign government;

(____) International organization per 26 CFR 1.6049-4;

(____) Other -----.

(5) Common parent.

(____) Offeror is not owned or controlled by a common parent;

(____) Name and TIN of common parent:

Name - ____ .

TIN - ____ .

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. By submission of its offer, the offeror represents that--

(i) It is not an inverted domestic corporation; and

(ii) It is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and Certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, [52.212-3](#)(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it [____] has or [____] does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: ____

Immediate owner legal name: ____

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity:

[____] Yes or [____] No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE code: ____

Highest level owner legal name: ____

(Do not use a “doing business as” name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by section 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

(i) It is [____] is not [____] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

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

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it [____] is or [____] is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated ``is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark ``Unknown").

Predecessor legal name: ____ .

(Do not use a ``doing business as" name).

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [____] does, [____] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory,

performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [☐] does, [☐] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked ``does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

— .

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for ``covered telecommunications equipment or services".

(2) The Offeror represents that it [☐] does, [☐] does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(End of provision)

When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) Inspection/Acceptance.

(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(5) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to—

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

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

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

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

(e) *Definitions*.

(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—

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

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

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means—

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

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

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

(D) The following subcontracts for services which are specifically excluded from the hourly rate: Not Applicable; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions,

subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) *Payments.*

(1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

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

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

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

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—

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

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall—

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

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs*. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs*. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: Travel outside of the 50 (fifty) mile radius from the Pentagon located within the National Capital Region, Washington D.C up to the specified limitation of funds specified in the contract.

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.)*. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: NONE

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

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

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--

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

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

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

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

(D) Contractor point of contact.

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

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

7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

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

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

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

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

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

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

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

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

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating

to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) Reserved.
- (u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
 - (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
 - (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.
- (2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.
- (v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2020)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

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

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

___ (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 (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

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

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

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

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).

___ (ii) Alternate I (MAR 2020) of 52.219-3.

___ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (ii) Alternate I (MAR 2020) of 52.219-4.

___ (13) [Reserved]

___ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020).

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).

___ (ii) Alternate I (MAR 2020) of 52.219-7.

___ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (MAR 2020) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (NOV 2016) of 52.219-9.

___ (iii) Alternate II (NOV 2016) of 52.219-9.

___ (iv) Alternate III (MAR 2020) of 52.219-9.

___ (v) Alternate IV (AUG 2018) of 52.219-9.

___ (18) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

___ (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).

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

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

___ (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2020) (15 U.S.C. 632(a)(2)).

___ (ii) Alternate I (MAR 2020) of 52.219-28.

___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).

- ____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).
- ____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ____ (26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).
- ____ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ____ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).
- ____ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- ____ (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- ____ (ii) Alternate I (FEB 1999) of 52.222-26.
- ____ (31)(i) 52.222-35, Equal Opportunity for Veterans (OCT 2015)(38 U.S.C. 4212).
- ____ (ii) Alternate I (JUL 2014) of 52.222-35.
- ____ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- ____ (ii) Alternate I (JUL 2014) of 52.222-36.
- ____ (33) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- ____ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ____ (35)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ____ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ____ (37)(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.)
- ____ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- ____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- ____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (OCT 2015) of 52.223-13.

- ____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (JUN 2014) of 52.223-14.
- ____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- ____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- ____ (ii) Alternate I (JUN 2014) of 52.223-16.
- ____ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- ____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- ____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- ____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ____ (ii) Alternate I (JAN 2017) of 52.224-3.
- ____ (48) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
- ____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ____ (ii) Alternate I (MAY 2014) of 52.225-3.
- ____ (iii) Alternate II (MAY 2014) of 52.225-3.
- ____ (iv) Alternate III (MAY 2014) of 52.225-3.
- ____ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ____ (51) 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).
- ____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150
- ____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- ____ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ____ (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ____ (57) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

____ (58) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (59) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (60) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (62)(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.

____ (iii) Alternate II (FEB 2006) of 52.247-64.

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

____ (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).

____ (2) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

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

____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

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

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

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

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any

shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

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

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(viii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

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

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

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

(xii) 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.

(xiii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiv) _____ (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

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

(xix) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xx) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) Alternate I (Jan 2017) of [52.224-3](#).

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

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

(xxiii) 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 **thirty (30) days** prior to the end of the contract.

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **sixty-four (64) months**.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2020)

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

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

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

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

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

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

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

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541611--Administrative Management and General Management Consulting Services.

(2) The small business size standard is \$16.5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture (i.e., nonmanufacturer), is 500 employees.

(c) Representations. (1) The offeror represents as part of its offer that it [____] is, [____] is not a small business concern. (2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [____] is, [____] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that--

(i) It [____] is, [____] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ____ --.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that--

(i) It [____] is, [____] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [____] is, [____] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ____ --.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it [____] is, [____] is not a service-disabled veteran-owned small business concern.

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

(i) It [____] is, [____] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [____] is, [____] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ____ --.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice. Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(1) Be punished by imposition of fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAY 2020)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a

cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following

rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

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

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

(i) It [] is, [] is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

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

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

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

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

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM). In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to SAM.

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

(d) Suspension of payment. If the Contractor's EFT information in SAM is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into SAM; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

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

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

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

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

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

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

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in SAM and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

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

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

(End of Clause)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/>

(End of clause)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

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

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

(End of provision)

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 Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.201-9000 WHS/AD LOCAL CLAUSE: CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MAR 2015)

(a) The Contracting Officer's Representative (COR) is a representative of 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 performance work statement/statement of work/statement of objectives, 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.

(b) 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.

(c) 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. No action shall be taken by the Contractor for any proposed change to the existing contract. 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 a written modification to the contract. 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.

(d) COR authority is not delegable.

(e) The COR for this contract is: **Brian Richards**

(end of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019)

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

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

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

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

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

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

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

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

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

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

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

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

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

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

Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

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

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data--Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

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

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

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

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

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

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

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

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

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

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) Cyber incident reporting requirement.

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

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

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

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

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

(d) Malicious software. When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this

clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

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

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

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

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

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

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

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

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

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

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

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

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall--

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to--

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

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

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (OCT 2018)

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

Small Business Administration Information
Hawaii District Office
500 Ala Moana Boulevard, Suite 1-306
Honolulu, HI 96813
POC: Erlyne Lum
Email: Erlyne.lum@sba.gov
Phone: 808-541-2990 X207
Fax: 808-541-2976

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

(c) The 8(a) Contractor agrees that it will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.515), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(End of Clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

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

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

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

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

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

(1) Invoice payments include--

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when--

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

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

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.eb.mil/>.

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

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

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

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

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

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

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

(1) Invoice payments include--

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when—
-

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

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

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.eb.mil/>.

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

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(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.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(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*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0768
Issue By DoDAAC	HQ0034
Admin DoDAAC**	HQ0034
Inspect By DoDAAC	HQ0208
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	HQ0208
Service Acceptor (DoDAAC)	HQ0208
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert “See Schedule” or “Not applicable.”)

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(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) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

Attachment 1 – Personnel Matrix

Attachment 2 – Pricing Matrix

Attachment 3 – DD 254 Contract Security Classification

Attachment 4 – Organizational Conflict of Interest

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

SECTION L52.212-1 ADDENDUM**52.212-1 INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS DEVIATION 2018-O0018 (OCT 2018) - ADDENDUM****General**

The Washington Headquarters Services (WHS)/ Acquisition Directorate (WHS/AD will release this solicitation electronically only, via email. This electronic version of the Request for Proposal (RFP) is the official version for this acquisition. No hard copy of this solicitation will be issued. Offeror shall submit its electronic proposal to the following personnel at the contracting office by the proposal due date established in the solicitation:

Yolnie T. Merriweather
Contracting Specialist
yolnie.t.merriweather.civ@mail.mil

Darlene V. Ervin
Contracting Officer
Darlene.v.ervin.civ@mail.mil

The Government intends to award without discussions, but reserves the right to conduct discussions if determined to be in the Government's best interest.

The Offer is instructed that, regardless of any language that may be used in this solicitation, the Government is NOT conducting this procurement under Federal Acquisition Regulation (FAR) Part 15 – Contracting by Negotiation. This procurement is being conducted under the procedures at FAR Part 12 – Acquisition of Commercial Items and Services.

A. PROPOSAL REQUIREMENTS

The following volumes and their descriptions shall be provided with the proposal.

Volume	Section	Page Limit
I	ADMINISTRATIVE Cover Letter, signed SF 1449, Representations & Certifications, Tax Identification Number, CAGE Code and DUNS Number, the completion of Clauses/Provisions such as FAR 52.212-3 Alt 1	No Page Limit

II	PERSONNEL QUALIFICATIONS VOLUME (1) Signed letters of commitment from each Key Person as specified in the Performance Work Statement (PWS) (2) Signed Contractor self-certification letter stating its proposed Key Personnel have a Top Secret Clearance and/or the ability to obtain one prior to the contract's effective period of performance start date. (3) Personnel Matrix (4) Resumes or curriculum vitae, certificates, credentials, degrees	(1) Key Personnel Signed Letter of Commitment – 1 Page from each Key Person Proposed (2) Personnel Matrix – 2 Pages (3) Key Personnel resume, certificates, credentials, degrees –no page limit.
III	PRICE VOLUME Contractor populates pricing for all CLINs on the Pricing Matrix.	No Page Limit

A.1 Instructions for Proposal Submissions: Submit proposals in Portable Document Format (PDF) and/or Microsoft (MS) Word. Minimum Font size 10 is permitted. The Pricing Matrix, Volume III, is a pre-formatted MS Excel document. Submit the Pricing Matrix with your proposal in the same MS Excel format. Do not convert the Pricing Matrix into a PDF document. Email your proposal by the due date / time listed in Block 8, page 1 of the SF 1449 Solicitation. Include the Solicitation number and the acquisition name 'BOS_CLS OUSD I&S' in the subject line of your email when submitting your proposal.

A.2 Confidential Information

The Freedom of Information Act (FOIA) and its amendments have resulted in an increasing number of requests from outside the Government for copies of contract qualifications and proposals submitted to federal agencies. If an Offeror's submissions contain information that he/she believes should be withheld from such requestors under FOIA on the grounds that they contain "trade secrets and commercial or financial information" [5 USC§552(b)(4)], the Offeror should mark its submissions in the following manner:

- The following notice should be placed on the title page: "Some parts of this document, as identified on individual pages, are considered by the submitter to be privileged or confidential trade secrets or commercial or financial information not subject to mandatory disclosure under the Freedom of Information Act. Material considered privileged or confidential on such grounds is contained on page(s)_____."
- Each individual item considered privileged or confidential under FOIA should be marked with the following notice: "The data or information is considered confidential or privileged, and is not subject to mandatory disclosure under the Freedom of Information Act."

B. ADMINISTRATIVE (VOLUME I)

The offeror shall present all cover letters, certifications, evidence of security clearance requirements, and completed Provisions in this Volume. The cover letter shall identify the RFP (HQ003420R0247), date of submittal, acknowledgement of any amendments, the offeror's name, address, Taxpayer ID number, CAGE code, and Point of Contact authorized to negotiate and sign on behalf of the Offeror (include phone number and email address) and the completion of Clauses/Provisions such as, but not limited to, FAR 52.212-3 Alt 1.

C. KEY PERSONNEL QUALIFICATIONS (VOLUME II)

The Offeror shall submit:

- (1) The contractor shall immediately replace any individual provided under this PWS who fails to perform his/her duties adequately, is chronically absent/late, or conducts himself/herself in a manner that is inconsistent with the listed requirements, government employment policies and practices, or engages in practices that are disruptive to the working environment.
- (2) The Contractor shall provide qualified personnel for the key positions under this contract. The estimated level of effort for tasks 3.1 – 3.6 requires ten (10) FTEs that consist of one (1) CI Policy Oversight and Assessments SME, one (1) CI Policy & Operations Support SME, four (4) Military Department Counterintelligence Organizations (MDCOs) Oversight Support SMEs and four Sensitive Support Policy and Oversight SME.
- (3) The Contractor shall ensure that the key personnel possess the skills, knowledge, training, and certification(s) required to satisfactorily perform all services required by the contract.
- (4) The Offeror submits copies of all resumes/CVs, certificates, credentials, and degrees as required in PWS 5.1. for all proposed Key Personnel.

D. PRICE (VOLUME III)

Contractor shall provide firm-fixed pricing for the Key Personnel CLINs for each respective period depicted in the Excel Pricing Matrix. The pricing template also includes a Time & Materials CLIN for Travel which includes a fixed, not to exceed amount.

(End of provision)

Section M - Evaluation Factors for Award

CLAUSES INCORPORATED BY FULL TEXT

52.212-2 ADDENDUM**SECTION M****52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014) - ADDENDUM**

(a) The Government intends to make a sole source direct award based on an 'Acceptable' technical rating from the offeror and favorable price negotiation as needed. The following factors shall be used to evaluate offers:

(1) Price

(2) Technical Acceptability

Price will be evaluated based on price analysis techniques at FAR 15.404-1, "*Proposal Analysis Techniques*" to determine if they are fair and reasonable, and reflect a clear understanding of the requirement. The Offeror shall provide their proposed firm-fixed prices in the bid schedule, which will be used to evaluate cost for the award.

Technical acceptability will be determined by the Offeror's ability to demonstrate that its proposed Key Personnel meet the qualifications in accordance with the guidance provided in Section L of the solicitation, 52.212-1 INSTRUCTIONS TO OFFEROR-COMMERICAL ITEMS.

The Offeror shall agree/be in compliance with all the terms and conditions as stated in the Solicitation, Performance Work Statement, and the attachments; including the submittal of resumes of qualified key personnel and proof of Top Secret Facility Security Clearance as depicted in the DD 254, Contract Security Classification Specification.

For proof of Facility Security Clearance, please submit a letter from Defense Security Services (DSS) that demonstrates the Offeror holds an active Secret Facility Clearance as identified on the DD 254. Or, please provide your tax identification number and Cage Code in order for the government to verify the active security clearance in JPAS. The Government intends to verify all security information submitted with DSS or the appropriate clearing authority.

TABLE A-1. Technical Ratings	
Rating	Description
Acceptable	Proposal/quote clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal/quote does not clearly meet the minimum requirements of the solicitation.

(b) Options. The Government will evaluate the Offeror's proposal for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that the Offeror's proposal is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful Offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either

party. Before the Offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

PERFORMANCE WORK STATEMENT

Counterintelligence & Law Enforcement Technical, Policy & Analytical Support

Office of the Under Secretary of Defense (Intelligence & Security) (OUSD(I&S))

1. INTRODUCTION

1.1. BACKGROUND

The USD(I&S) is the principal staff assistant and advisor to the Secretary of Defense and the Deputy Secretary of Defense on intelligence, counterintelligence, security, sensitive activities, and other intelligence-related matters. The USD(I) exercises the Secretary of Defense's authority, direction, and control over the Defense Agencies and DoD Field Activities that are Defense intelligence, counterintelligence, or security Components and exercises planning, policy, and strategic oversight over all DoD intelligence, counterintelligence, and security policy, plans, and programs.

The USD(I&S) is supported by the Director for Defense Intelligence (Collection & Special Programs) (DDI C&SP), Director for Defense Intelligence (Warfighter Support) (DDI (WS)), Director for Defense Intelligence (Counterintelligence, Law Enforcement and Security) (DDI (CL&S)), and Director of Defense Intelligence (Strategy, Programs & Resources) (DDI (SP&R)). In addition, certain offices are Direct Reports to the Under Secretary: Chief of Staff; Human Capital Management Office; Congressional Activities; and Special Access Program Control Office (SAPCO).

1.2. OBJECTIVES

To accomplish its mission, CL&S oversees the Counterintelligence and DoD Law Enforcement enterprise. The DDI(CL&S) must fulfill its core functions of developing policy in these areas, conducting outreach to appropriate DoD and Intelligence Community (IC) elements, and overseeing Counterintelligence, Law Enforcement & Security in general.

1.3. SCOPE

Provide technical, administrative and subject matter expertise to include preparation of staff packages, decision briefings, administrative and logistical preparations for senior leadership.

2. GENERAL REQUIREMENTS

This section describes the general requirements for this effort. The following sub-sections provide details of various considerations.

2.1. NON-PERSONAL SERVICES

The services and performance required under this contract are determined to be not inherently governmental. 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 all applicable DoD policy. The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. All contractor personnel shall identify themselves as contracted support personnel in all forms of communication with all entities with whom the Office of the Under Secretary of Defense for Intelligence has business dealings. It shall be the responsibility of the contractor to manage its

employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer immediately.

2.2. BUSINESS RELATIONS

The contractor shall successfully integrate and coordinate all activity needed to execute the requirements specified herein. The contractor shall manage the timeliness, completeness, and quality of the contract deliverables. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of all contractor personnel (including subcontractors). The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

2.3. CONTRACT MANAGEMENT

The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to this requirement. The contractor must maintain continuity between the support operations at the Pentagon and the contractor's corporate offices.

The contractor shall establish processes and assign appropriate resources to effectively administer this contract. The contractor shall respond to Government requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the Government and Contractor personnel assigned to support this contract. The contractor shall assign work effort and maintain proper and accurate time keeping records of personnel assigned to work on this requirement.

2.4. SUBCONTRACT MANAGEMENT

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors may add subcontractors to their team after notification to the Contracting Officer or Contracting Officer Representative (COR).

2.5. CONTRACTOR PERSONNEL, DISCIPLINES, AND SPECIALTIES

An integral part of successful performance under this contract is not only the production of quality products described in Section 3.0, but the responsiveness of contractor personnel in the day-to-day output of work products. While the end product or deliverable is vital to successful performance, day-to-day oversight also includes client interaction and responsiveness. Accordingly, the contractor is required to proactively maintain assigned tasks, and be responsive to all entities with professional business dealings related to the assigned tasks.

The Contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

The work to be performed herein is considered bona fide professional labor and is exempt from the Fair Labor Standards Act (FLSA).

2.6. TRAINING

The Contractor shall provide training, as necessary, for their own personnel to ensure that personnel are trained on the common suite of Microsoft Office tools (e.g., Word, Excel, PowerPoint) and other applicable programs. The Contractor shall also ensure that all of its employees have been properly trained and are qualified to perform assigned tasks under this PWS. The Government will provide or coordinate training on any new Government-provided equipment or Government-directed training (e.g., Information Assurance). If such training requires travel on the part of contractor employees, local travel costs (i.e., Metro) shall be borne by the contract personnel.

2.7. TRAVEL

All travel within 50 miles of the National Capital Region is included in the price of this contract. Travel outside the National Capital Region will not normally be required. When movement of contractor personnel is required locally (i.e., Metro) costs will be borne by the contractor. The Government will reimburse the contractor for all other travel outside the 50 mile limitation that was authorized in advance by the Contracting Officer, for reasonable travel related expenses. Such direction will be made by the Contracting Officer via issuance of bilateral modification(s), on a cost reimbursement basis to the contract against the Government specified not-to-exceed amount.

2.8. LOCATION

Work will be performed at the Pentagon, Arlington, VA; Suffolk Building, Arlington, VA; Mark Center, Alexandria, VA; College Park, MD; Russel Knox Building, Quantico, VA or other government sites within the National Capital Region. Performance of the tasks in this PWS may be accomplished via COR preapproved telework agreements. In the event of a local or national emergency, operations may be moved to another government facility or additional telework may be authorized. Ad hoc telework must be preapproved by COR and government lead.

Contractor personnel must obtain and maintain a Pentagon building pass, as well as a Common Access Card (CAC) to access all IT systems prior to conducting work on this contract. Contractor personnel must also read and familiarize themselves with all organizational mission statements and charters, organizational structures, operating instructions, Standard Operating Procedures (SOP) and policy.

2.9. HOURS OF WORK

Normal workdays are Monday through Friday except US Federal Holidays. Workers typically work eight (8) hours per day, 40 hours per week. Flextime workers start not earlier than 0700 and not later than 0900. Core hours of work are from 0900 to 1500 daily. All employees are expected to be available during core hours.

Contractor personnel are not customarily expected to work on holidays, but holiday work is possible, subject to advance scheduling with the contractor. Recognized Federal holidays are as follows:

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

The amounts in schedule of the contract include an allowance for holidays to be observed. The government will not be billed for such holidays, except when services are required by the government and are actually performed on a holiday.

When the government grants administrative leave to government employees, or is closed as a result of inclement weather, potentially hazardous conditions, or other special circumstances, contractor personnel working at the specific facility/location granted administrative leave may also be dismissed at the discretion of the On-site Manager to the extent that the overall performance is not adversely impacted. The contractor shall 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.

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.

3. PERFORMANCE REQUIREMENTS

The Contractor shall be directly responsible for ensuring the accuracy, timeliness, and completion of all tasks under this effort, none of which are considered inherently governmental functions as defined in FAR 2.101 or Subpart 7.5. In accordance with FAR 37.104, Personal Services Contracts are prohibited and will not be performed under this contract. The following section specifies the Performance Objectives and Performance Elements for the contract:

3.1 CI Policy & Operations Support SME II (1 FTE)

- Provides expert guidance to CI&LE Directorate seniors and staff on DoD CI policy development, strategic planning, mission management, functional integration, and internal Directorate operations.
- Develops, revises, and staffs CI policy issuances for the informal, formal and signature processes.
- Ensures comments are properly adjudicated and promulgated within the provision of the Office of the Director, Administration and Management (ODA&M) guidelines and timeliness standards for DoD Policy directives and instructions.
- Works with senior CI&LE Directorate personnel to perform CI policy oversight inspections for all DoD components with an organic CI capability and prepares written reports on the results of these inspections.
- Identifies CI best practices to improve overall efficiency and effectiveness of the DoD CI enterprise, and monitors components efforts to address identified deficiencies to become policy compliant.
- Researches and drafts responses to questions related to DoD CI issues for senior DoD officials and other DoD stakeholders.
- Prepares and coordinates staff actions, information papers and official memorandums for distribution within DoD and the Intelligence Community.

3.2 OPTIONAL - CI Policy & Operations Support SME II (1 FTE)

- Provides expert guidance to CI&LE Directorate seniors and staff on DoD CI policy development, strategic planning, mission management, functional integration, and internal Directorate operations.
- Develops, revises, and staffs CI policy issuances for the informal, formal and signature processes.
- Ensures comments are properly adjudicated and promulgated within the provision of the Office of the Director, Administration and Management (ODA&M) guidelines and timeliness standards for DoD Policy directives and instructions.
- Works with senior CI&LE Directorate personnel to perform CI policy oversight inspections for all DoD components with an organic CI capability and prepares written reports on the results of these inspections.
- Identifies CI best practices to improve overall efficiency and effectiveness of the DoD CI enterprise, and monitors components efforts to address identified deficiencies to become policy compliant.
- Researches and drafts responses to questions related to DoD CI issues for senior DoD officials and other DoD stakeholders.
- Prepares and coordinates staff actions, information papers and official memorandums for distribution within DoD and the Intelligence Community.

3.3 Information Security Support SME II (1 FTE)

- Conducts security reviews of documents, transcripts, and manuscripts to determine whether classified information is contained in the document and if an unauthorized disclosure has occurred and develop metrics to track the disclosures.
- Coordinates with component original classification authorities to identify disposition of each case.
- Collaborates with the original classification authority (OCA) and the DoD Office of the General Counsel to ensure initial inquiries and damage assessments are conducted, as well as determine if further investigation and/or referral to the Department of Justice is warranted.
- Assists in preparing notification correspondence for the Congress and/or the Information Security Oversight Office.
- Assists with policy development reference information security and unauthorized disclosures.

3.4 OPTIONAL - Information Security Support SME II (1 FTE)

- Conducts security reviews of documents, transcripts, and manuscripts to determine whether classified information is contained in the document and if an unauthorized disclosure has occurred and develop metrics to track the disclosures.
- Coordinates with component original classification authorities to identify disposition of each case.
- Collaborates with the original classification authority (OCA) and the DoD Office of the General Counsel to ensure initial inquiries and damage assessments are conducted, as well as determine if further investigation and/or referral to the Department of Justice is warranted.
- Assists in preparing notification correspondence for the Congress and/or the Information Security Oversight Office.
- Assists with policy development reference information security and unauthorized disclosures.

3.5 Executive Administrator III (1 FTE)

- Serves as the administrative point of contact for the division.
- Maintains daily calendar and ensures operations are accomplished in a timely, professional manner.
- Arranges for meetings, conferences, and video-teleconferencing, to include taking minutes and maintaining invitations attendee contact rosters.
- Provides staffing support and oversight to more than 40 action officers and other staff for all required correspondence actions,(e.g., formal letters, memoranda, read-ahead briefing/meeting packages, activity reports, senior leadership reports, senior leadership reports, and travel/training/personnel documents) going to the Director of Defense Intelligence (Counterintelligence, Law Enforcement and Security)(DDI (CL&S)), Under Secretary of Defense (Intelligence), Secretary and Deputy Secretary of Defense, Congress, the National Counterintelligence Executive and other Defense, federal governmental and Intelligence Community organizations.
- Tasks may include technical writing/editing, editorial consultation, proofreading, or overall documentation review.
- Ensures documents are prepared in the appropriate DoD format and are free from grammatical errors.
- Tracks all Directorate suspenses to ensure timeliness.
- Composes staffing sheets and other documents as required.
- Maintains and updates a variety of overarching CI & Law Enforcement's informational binders addressing staff, priorities, quarterly requirements and other documentation.
- Serves as division's Records Manager.
- Prepares and/or oversees travel arrangements CI&LE Director.

3.6 Military Department Counterintelligence Organizations (MDCOs) Oversight Support SME III (4 FTE). The Contractor will provide in-depth strategic/operational planning expertise for the development and enhancement of counterintelligence support to DoD and the Defense Industrial Base (DIB). Additionally, the Contractor will analyze and develop strategies to respond to state based and global terrorist threats to include an understanding of their efforts, intentions and methodologies in targeting the DoD and DIB for intelligence purposes.

- Provides input to briefings, transitioning concepts to execution and assisting in the coordination of joint operational planning in support of operations.
- Provides input for the development of Tactics, Techniques and Procedures (TTPs), Concepts of Operation (CONOPS), Courses of Action (COAs), and other related documents.
- Provides input to address shortfalls, prioritize, and validate requirements and be prepared to modify development planning efforts based on the changing information environment.
- Provides support to exercise planning, execution, and evaluation to accomplish exercise training priorities.
- Contributes to the development of exercise scenarios, exercise operational plans, and other required documentation.
- Conducts research of current and emerging threats to U.S. critical infrastructure and key resources.
- Participates and contributes to planning, policy development, strategy, and compliance meetings relevant to OPSEC and Information Operations
- Provides expert input to DOTMLPF-P reviews relevant to the Defense OPSEC Program and Information Operations policy and guidance development.

- Develops metrics by which to evaluate OPSEC measure and countermeasure effectiveness.

3.7 Sensitive Support Policy and Oversight Subject Matter Expert SME II (4 FTE)

- Serves as a policy analyst and Subject Matter Expert in the Counter Intelligence and Law Enforcement Directorate, Director Defense Intelligence for Counterintelligence, Law Enforcement, and Security, Office of the Under Secretary of Defense for Intelligence and Security (OUSD(I&S))
- Prepares OSD-level staff packages for the USD(I&S) on matters pertaining to Sensitive Support and sensitive security applications for intelligence, Special Operations, acquisition, and operations in cyberspace
- Coordinates, manages, and provides oversight to DoD Component activities employing Sensitive Support to ensure statutory and policy compliance and requisite degrees of effectiveness
- Plan, coordinate, and facilitate OUSD(I&S)-directed program Oversight Reviews of the DoD Components for USD(I&S) leadership and staff
- Collaborates with senior staff within the Intelligence Community (IC), OSD, Joint Staff, Military Services, Combatant Commands, Combat Support Agencies, and other non Defense Federal Departments and Agencies on policy related matters
- Prepares reports, briefings, senior level correspondence, and staff action packages in support of OUSD(I&S) requirements

During the first 90 calendar days of performance, the Contractor shall make no substitutions of personnel without the approval of the Contracting Officer, 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 and provide the information required below.

After the initial 90 calendar day period, the Contractor may propose a substitution. The Contractor shall notify the Contracting Officer in writing of any proposed substitution at least thirty (30) days in advance of the proposed substitution. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. The Contractor shall, prior to making any substitution permanent, demonstrate to the satisfaction of the Contracting Officer, that the qualifications of the proposed substitute personnel is equal to or better than the qualifications of the personnel originally identified for the position. The Contracting officer will notify the Contractor within 15 calendar days, after receipt of all required information, of the decision on proposed substitutions.

4.2 GOVERNMENT FURNISHED MATERIALS

Basic facilities such as work space and its associated operating requirements (i.e., phones, desks, utilities, information technology, and consumable and general purpose office supplies) will be provided while working in Government facilities. Additionally, the tasks in this PWS require a physical presence in order to ensure successful performance. The Government will provide information, material and forms unique to the Government for supporting the task. All Government unique information related to this requirement, which is necessary for Contractor performance, will be made available to the Contractor. The COR will be the point of contact for identification of any required information to be supplied by the Government.

4.3 SECURITY

Overarching security requirements and Contractor access to classified information is specified in the basic DD Form 254. All contractor personnel with access to unclassified information systems, including e-mail, shall have at a minimum a favorable National Agency Check (NAC). All contractor personnel supporting this requirement are required to sign a Non-Disclosure Agreement. All tasks must be conducted in full compliance with DoD security regulations. Contractors must have facilities that are cleared at the Top Secret level. It is anticipated that during the period of performance, all contractor personnel will be required to maintain a Top Secret/Sensitive Compartmented Information (TS-SCI) clearance. Access to special access programs (SAPs) and Alternative Compensatory Control Measures (ACCMs) is required.

4.4 QUALITY CONTROL PLAN

The Contractor shall prepare and adhere to a Quality Control Plan (QCP). The QCP shall document how the Contractor will meet and comply with the quality standards specified in the PWS. At a minimum, the QCP must include a self-inspection plan, an internal staffing plan, and an outline of the procedures that the Contractor will use to maintain quality, timeliness, responsiveness, customer satisfaction, and any other requirements set forth in this PWS.

4.5 DOCUMENTATION

Documents, data files, reports, correspondence, and all other documents and writings, together with any charts, graphs, tables, illustrations, photographs, images, and other illustrative, explanatory, historical documents related thereto or independent thereof, regardless of the medium (or media) by which they were produced, preserved, stored, or created in connection with or for purpose(s) of work performed under this PWS and contract, are property of the Government and shall be delivered to the COR promptly upon request.

The Contractor agrees to assume responsibility for protecting the confidentiality of Government records, which is not considered public information. Each Contractor or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for purposes and to the extent authorized herein. The Contractor shall not release any information related to this contract to the public, media or other unauthorized persons or organizations unless the government has conducted the appropriate security review and granted written approval (e.g. posting information to a public website).

4.6 TRANSITION

The Contractor shall follow its transition plan submitted as part of their proposal and keep the Government fully informed of status throughout the transition period. Throughout the phase-in/phase-out periods, it is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The Contractor must plan for the transfer of work control, delineating the method for processing and assigning tasks during the phase-in/phase-out periods

4.6.1 Phase-out

The Contractor shall provide a phase-out plan no later than sixty (60) days prior to expiration of this contract. The Contractor shall maintain complete documentation that is totally assessable to the designated Government representatives via a web portal or some other portal as the Government directs. The Contractor shall overlap with incoming Contractor during transition for a nominal period of 30 days and will

work with Government personnel and the incoming contractor to transfer knowledge, information and documentation for all projects and tasks related to this contract. The type of information and documentation to be transferred includes but is not limited to:

- Research material
- Reports
- Contact lists

Note: All automated data files in the possession of the contractor are the property of the Government and shall be turned over to the KO or the COR at the completion or termination of the contract. Additionally, all records related to the execution of the current contract shall be returned to the Government as electronic copies that are readable and accessible by the Government.

5 SPECIAL REQUIREMENTS

This section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

5.1 KEY PERSONNEL

The contractor shall immediately replace any individual provided under this PWS who fails to perform his/her duties adequately, is chronically absent/late, or conducts himself/herself in a manner that is inconsistent with the listed requirements, government employment policies and practices, or engages in practices that are disruptive to the working environment.

The Contractor shall provide qualified personnel for the key positions under this contract. The estimated level of effort for tasks 3.1 – 3.6 requires ten (10) FTEs that consist of one (1) CI Policy Oversight and Assessments SME, one (1) CI Policy & Operations Support SME, four (4) Military Department Counterintelligence Organizations (MDCOs) Oversight Support SMEs and four (4) Sensitive Support Policy and Oversight SME. The Contractor shall ensure that the key personnel possess the skills, knowledge, training, and certification(s) required to satisfactorily perform all services required by the contract. Qualifications for key personnel are as follows:

3.1 – 3.2 CI Policy & Operations Support Subject Matter Expert II (1 FTE, 1 Optional FTE is not Key Personnel)

Preferred Education and Experience:

- Bachelor's Degree preferred
- Experience with OUSD(I&S) is preferred
- 2 years of experience working within or closely with Army CI, the Air Force Office of Special Investigations, or the Naval Criminal Investigative Service relating to the CI mission is preferred.
- Demonstrated knowledge of FBI and of agreements between the FBI and the Department relating to CI activities.

Required Skills and Experience:

- 5 years of experience in implementing and overseeing CI policy programs and experience as a staff action officer on an OSD, JCS, or Military Department headquarters staff.
- 3 years of experience conducting the CI functions of Investigations, Operations, Collection, Analysis and Production and Functional Services within the Department and have an expert knowledge of all Departmental issuances governing the conduct of these CI functions.

3.3-3.4 Information Security SME II (1 FTE, 1 Optional FTE is not Key Personnel)

Preferred Education and Experience:

- Bachelor's Degree in Information Security preferred
- Experience with OUSD(I&S) is preferred
- Demonstrated knowledge of the Department's supporting security functions to include insider threat, operations security, technology protection, habeas, declassification, SCI and SAP security policies is desired

Required Skills and Experience:

5 years of security policy experience in the following areas:

- Demonstrated knowledge of policies and procedures used in the information security discipline—for DoD, the Defense Intelligence Enterprise, and at the national level
- Demonstrated experience recommending security policy positions and, once approved, representing those positions to a broad constituency at various forums as well as facilitate or chair forums to draft policy and/or achieve policy issue resolution
- Demonstrated experience drafting, coordinating, and staffing actions
- Demonstrated experience using written communications skills and ability to independently draft, coordinate, and staff actions within OSD, the Services, DIA and the Joint Staff

3.6 Military Department Counterintelligence Organizations (MDCOs) Oversight Support Subject Matter Expert III (4 FTE)

Required Skills and Experience:

- 7-10 years of counterintelligence experience to include providing counterintelligence functional services to DoD entities or DoD contractors
- Experience with conducting or supporting counterintelligence investigations or counterintelligence inquiries
- Demonstrated knowledge and understanding of the Military Department Counterintelligence Organizations (MDCOs)
- Demonstrated knowledge and understanding of the National-level, DoD, and MDCO policies that govern counterintelligence activities (E.O. 12333, DoD 5240 series, etc.)
- Demonstrated knowledge of state based and global terrorist threats to DoD and DIB

3.7 Sensitive Support Policy and Oversight Subject Matter Expert II (4 FTE)

Preferred Education and Experience:

- Completion of Advanced Technicians Course, and/or Advanced Planners Course, and/or Due Diligence Course
- Bachelor's Degree
- Experience in OSD/OUSD(I&S) highly preferred
- Extensive knowledge of IC or U.S. Special Operations Command

Required Skills and Experience:

- 7 years of experience with applications of DoD Sensitive Support activities and/or policies at higher headquarters level

- Demonstrated communication skills (oral & written) to engage successfully with General Officers, Senior Executives, and action officers within participating Components
- 5 years of experience drafting correspondence presented for staffing through senior-level OSD decision-makers
- Demonstrated ability to routinely maintain pace with accurate and effective multi-tasking for senior OSD leadership
- Experience working with SCI, Special Access Programs, and Alternative Compensatory Control Measures materials
- Working knowledge of DoD and IC Directives and Instructions pertaining to intelligence, intelligence-related, and operations in cyberspace activities
- Experience in implementing and overseeing Departmental programs and policies at a senior staff level within DoD

6 PERFORMANCE REQUIREMENTS SUMMARY

Requirements	Performance Standards	Acceptable Quality Level	Method of Surveillance
<i>Provide Qualified Support Personnel</i>	<p>All contractor personnel possess the skills needed to perform the required tasks as specified in the PWS.</p> <p>All contractor personnel possess the needed skills within 2 weeks of processing to the OUSDI office.</p> <p>The Contractor's work products are suitable to support the full range of analysis as specified in the PWS.</p>	100%	COR review/government personnel feedback
<i>Monthly Status Report</i>	<p>The Status Report accurately reflects progress, status; proactively identifies and addresses any problems or issues encountered; and recommended resolutions are feasible and likely to succeed in resolving issues.</p> <p>Report is submitted by the 10th of the month</p> <p>Reports are grammatically correct and professional in appearance</p>	Deviation with COR or designee approval. One exception per performance period.	COR Review
<i>Hours of Work/Workload Management</i>	The contractor ensures that sufficient staff is available on-site at all times during core business hours to support assigned requirements.	If key personnel will be unavailable for a period longer than 30 day, contractor will provide temporary backfill/replacement.	COR review/government personnel feedback
<i>Services and Deliverables</i>	The Contractor provides the full range of services required to	Deliverables are accomplished by the due date/time	Random review of work products by the COR no

	<p>support the requirements addressed in section 3.1-3.7 of the PWS.</p> <p>Deliverables are factual, well-written, free of grammatical errors or misspellings, and free from political conclusions drawn by the analyst or any judgment of individual journalists. Writing meets college Baccalaureate degree standards for English grammar, spelling, and composition 98% of the time.</p>	specified in Section 6 of the PWS 99% of the time.	less than once a week and feedback from appropriate Government sources.
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7 DELIVERABLES

Deliverables shall be submitted to the COR designated in the COR Appointment letter. All deliverables shall be submitted using Microsoft Office suite of tools (for example, MS Word, MS Excel, MS PowerPoint), or Adobe PDF format, unless otherwise specified by the COR. Electronic submission shall be made via email, unless otherwise agreed to by the COR. The COR has the right to reject or require correction of any deficiencies found in the deliverables. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection.

The following table specifies the deliverables for this requirement

PWS Reference	Deliverable Title	Delivery Time	Frequency/Format
3.1-3.7	Trip Report	NLT 10 days following the trip	Microsoft Office
3.1- 3.7	Briefings, White Papers, Staff Packages	As determined by the COR or task lead	As determined by the COR or task lead
3.1-3.7	Attend Meetings	As determined by the COR or task lead	As required by the COR or task lead
3.1-3.7	Monthly Status Reports	NLT 10 th day of month	Microsoft Office
3.1-3.7	Non-disclosure Agreement	NLT 14 days after award and upon replacement of personnel	Microsoft Word with original employee signature.

NON-DISCLOSURE AGREEMENT

[AUG 2013 VERSION]

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

WHEREAS RECIPIENT is engaged in delivering support services to (Agency) under (Task Order Number); and

WHEREAS it is the intention of (Agency) to protect and prevent access to and disclosure of nonpublic information, including but not limited to 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 Contracting Officer's Representative; and

WHEREAS (Agency) 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 (Agency) under the Freedom of Information Act (e.g. PPBE data);

NOW THEREFORE, RECIPIENT 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 Contracting Officer's Representative 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 Agreement will subject the RECIPIENT to administrative, civil or criminal remedies, as may be authorized by law.

***These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to

public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.****

SIGNATURE AND DATE

PRINTED NAME: _____

TITLE: _____

EMPLOYER: _____