

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING	PAGE OF PAGES 1 45	
2. CONTRACT (Proc. Inst. Ident.) NO. W911NF24D0001		3. EFFECTIVE DATE 15 Nov 2023		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY US ARMY ACC-APG-RTP W911NF 800 PARK OFFICE DRIVE SUITE 4229 RESEARCH TRIANGLE PARK NC 27709		CODE W911NF	6. ADMINISTERED BY (If other than Item 5) DCMA MANASSAS 14501 GEORGE CARTER WAY CHANTILLY VA 20151			CODE S2404A	SCD: C
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) DELOITTE CONSULTING LLP 1919 N LYNN ST ARLINGTON VA 22209-1742				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 1TTG5		FACILITY CODE					
11. SHIP TO/MARK FOR US ARMY RESEARCH LABORATORY - ADELPHI SEDD 2800 POWDER MILL ROAD ADELPHI MD 20783-1145		CODE W71B7J	12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATIONS PO BOX 182264 COLUMBUS OH 43218-2264			CODE HQ0338	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(e)() [] 41 U.S.C. 253(e)()			14. ACCOUNTING AND APPROPRIATION DATA				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$450,000,000.00 EST	
16. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/ CONTRACT FORM	1 - 3	X	I	CONTRACT CLAUSES	31 - 44
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	4 - 9	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	10	X	J	LIST OF ATTACHMENTS	45
X	D	PACKAGING AND MARKING	11	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	12	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	13 - 17		OTHER STATEMENTS OF OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	18 - 20	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	H	SPECIAL CONTRACT REQUIREMENTS	21 - 30	M	EVALUATION FACTORS FOR AWARD		
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number <u>W911NF22R00010001</u>			
19A. NAME AND TITLE OF SIGNER (Type or print) Nicole Funk, Managing Director				20A. NAME OF CONTRACTING OFFICER TEL: _____ EMAIL: _____			
19B. NAME OF CONTRACTOR BY <u>Nicole A. Funk</u> (Signature of person authorized to sign)		19C. DATE SIGNED 21 Nov 2023		20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED	

Section A - Solicitation/Contract Form

Section A – Request for Proposals (RFP) Highlights

1. Vision Statement: Provide the Army and other Joint Warfighter partners with a quick-reaction contracting vehicle to enable & accelerate the realization of new Army Modernization transformational overmatch capabilities through rapid RDT&E prototyping, experimentation, testing, analytics, and technology insertion/integration – all aspects of operationalizing science through disruptive innovation for dominant Multi-Domain Operations (MDO) capabilities.
2. {Solicitation information only - Removed for Base IDIQ Award}
3. This requirement encompasses Research and Development that include; Applied Research, Advanced Technology Development, Demonstration and Validation and Operational Systems Development as defined in DFAS-IN Manual 37-100-11. Requirements may support the U.S. Army Research Laboratory, Department of Defense (DoD) and other Government agencies.
4. The North American Industry Classification System (NAICS) code for this acquisition is 541715 - Research and Development in the Physical, Engineering, and Life Sciences and the Business Size Standard is 1,000 employees. The primary Product and Service Code (PSC) is AJ13; however, individual task orders may contain a different PSC.
5. The total maximum ceiling for contract awardees collectively shall not exceed \$900M throughout the life of the contract(s).
6. The ordering period for the Indefinite Delivery Indefinite Quantity Multiple Award (IDIQ MA) contract(s) will be up to ten (10) years consisting of one (1) 60 month base ordering period and one (1) 60 month optional ordering period, with the potential for an additional 6 months in accordance with FAR 52.217-8. The timing and number of task orders are subject to funding availability and Government requirements. The Government anticipates, but not limited to, roughly 10 – 12 TORs per year.
7. {Solicitation information only - Removed for Base IDIQ Award}
8. Fixed Fee See Section H.4. entitled Fixed Fee and Profit - Fee for established maximum fee authorized. Fee shall not be applied to travel or equipment costs. Contractors will be allowed fixed fee on subcontract costs, excluding equipment and travel costs. A maximum nominal Fixed Fee for Prime contractors will be allowed on subcontract costs as follows, regardless of task order type or Prime contractor size status:

Subcontract Costs	Maximum Nominal Fee
Small Business Subcontracts	5%
Other Than Small Business Subcontracts	3%

9. On/Off Ramp Provisions, see Section H.

10. {Solicitation information only - Removed for Base IDIQ Award}

11. The Contractor (including the Prime Contractor and any teaming partners/subcontractors) must be registered in the System for Award Management (SAM) (www.sam.gov) in order to receive a contract award or subsequent task orders.

12. {Solicitation information only - Removed for Base IDIQ Award}

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	R&D, Physical, Engineering, & Life Sci.CPFF (Professional, Scientific, and Technical Services) Research and Development in the Physical, Engineering, and Life Sciences IAW Performance Work Statement (PWS) entitled "Army Modernization Priorities (AMP)" set forth in Section C. Specific requirements and pricing will be set forth in each Task Order. For IDIQ submission purposes, CLINs 0001, 0002, 0006 and 0007 shall be priced at \$225,000,000.00 per CLIN for a total maximum value of \$900,000,000.00. FOB: Destination PSC CD: AJ13	1	Job		\$225,000,000.00 EST
				ESTIMATED COST	\$225,000,000.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$225,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	R&D, Physical, Engineering, & Life Sci.FFP (Professional, Scientific, and Technical Services) Research and Development in the Physical, Engineering, and Life Sciences IAW Performance Work Statement (PWS) entitled "Army Modernization Priorities (AMP)" set forth in Section C. Specific requirements and pricing will be set forth in each Task Order. For IDIQ submission purposes, CLINs 0001, 0002, 0006 and 0007 shall be priced at \$225,000,000.00 per CLIN for a total maximum value of \$900,000,000.00. FOB: Destination PSC CD: AJ13	100	Job	\$2,250,000.00	\$225,000,000.00 EST
				NET AMT	\$225,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Other Direct Costs	1	Job		NSP
	COST				
	Other direct costs (ODCs) refer to expenditures that are allowed as a direct charge to a sponsored project and are specifically associated, or incident, to the project's performance. They can be directly assigned to the project with a high degree of accuracy and the expense benefits the project. ODCs pricing will be set forth in each Task Order.				
	FOB: Destination				
	PSC CD: AJ13				
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Service Contract Reporting (SCR)	1	Job		NSP
	COST				
	Service Contract Reporting (SCR) requirement has been added to the statement of work, and contractor is required to provide data on contractor manpower (including subcontractor manpower) for performance of this contract. The cost, if any, for providing this data shall be entered into the space provided at this CLIN. If no direct cost is associated with providing the data, then annotate that there are no additional costs associated with the execution of this requirement.				
	FOB: Destination				
	PSC CD: AJ13				
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	DD Form 1423 Contract Data	1	Job		NSP
	COST				
	DD Form 1423 Contract Data preparation in accordance with DD Form 1423, Contract Data Requirements List (CDRL) from base IDIQ contract (Attachment 4). The contractor is obligated to deliver all data listed and the price attributable to the data shall be included in the total price of the Task Order. ****NOT SEPARATELY PRICED****				
	NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent.				
	FOB: Destination				
	PSC CD: AJ13				
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	R&D, Physical, Engineering, & Life Sci.CPFF (Professional, Scientific, and Technical Services) Research and Development in the Physical, Engineering, and Life Sciences IAW Performance Work Statement (PWS) entitled "Army Modernization Priorities (AMP)" set forth in Section C. Specific requirements and pricing will be set forth in each Task Order. For IDIQ submission purposes, CLINs 0001, 0002, 0006 and 0007 shall be priced at \$225,000,000.00 per CLIN for a total maximum value of \$900,000,000.00. FOB: Destination PSC CD: AJ13	1	Job		\$225,000,000.00 EST
				ESTIMATED COST	\$225,000,000.00 (EST.)
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	<u>\$225,000,000.00 (EST.)</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	R&D, Physical, Engineering, & Life Sci.FFP (Professional, Scientific, and Technical Services) Research and Development in the Physical, Engineering, and Life Sciences IAW Performance Work Statement (PWS) entitled "Army Modernization Priorities (AMP)" set forth in Section C. Specific requirements and pricing will be set forth in each Task Order. For IDIQ submission purposes, CLINs 0001, 0002, 0006 and 0007 shall be priced at \$225,000,000.00 per CLIN for a total maximum value of \$900,000,000.00. FOB: Destination PSC CD: AJ13	100	Job	\$2,250,000.00	\$225,000,000.00 EST
				NET AMT	<u>\$225,000,000.00 (EST.)</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008		1	Job		NSP
OPTION	Other Direct CostsCOST Other direct costs (ODCs) refer to expenditures that are allowed as a direct charge to a sponsored project and are specifically associated, or incident, to the project's performance. They can be directly assigned to the project with a high degree of accuracy and the expense benefits the project. ODCs pricing will be set forth in each Task Order. FOB: Destination PSC CD: AJ13				
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009		1	Job		NSP
OPTION	Service Contract Reporting (SCR)COST Service Contract Reporting (SCR) requirement has been added to the statement of work, and contractor is required to provide data on contractor manpower (including subcontractor manpower) for performance of this contract. The cost, if any, for providing this data shall be entered into the space provided at this CLIN. If no direct cost is associated with providing the data, then annotate that there are no additional costs associated with the execution of this requirement. FOB: Destination PSC CD: AJ13				
				ESTIMATED COST	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Job		NSP
OPTION	DD Form 1423 Contract DataCOST DD Form 1423 Contract Data preparation in accordance with DD Form 1423, Contract Data Requirements List (CDRL) from base IDIQ contract (Attachment 4). The contractor is obligated to deliver all data listed and the price attributable to the data shall be included in the total price of the Task Order. ****NOT SEPARATELY PRICED**** NOTE: The requirements in DFARS 252.211-7003, Item Identification and Valuation, are applicable for this line item. The contractor shall provide DoD unique identification or a DoD recognized unique identification equivalent. FOB: Destination PSC CD: AJ13				
				ESTIMATED COST	\$0.00

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
	\$1.00		\$900,000,000.00

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
1.00	\$1.00	100.00	\$100,000,000.00

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not be less than the minimum quantity(s) and CLIN value(s) stated in the following table. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s) stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	1.00	\$1.00	100.00	\$225,000,000.00
0002	1.00	\$1.00	100.00	\$225,000,000.00
0006	1.00	\$1.00	100.00	\$225,000,000.00
0007	1.00	\$1.00	100.00	\$225,000,000.00

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
0001	1.00	\$1.00	100.00	\$225,000,000.00
0002	1.00	\$1.00	100.00	\$225,000,000.00
0003		\$		\$
0004		\$		\$
0005		\$		\$
0006	1.00	\$1.00	100.00	\$225,000,000.00
0007	1.00	\$1.00	100.00	\$225,000,000.00
0008		\$		\$
0009		\$		\$
0010		\$		\$

B.1 For purposes of IDIQ Award, CLINs 0001, 0002, 0006 and 0007 are priced at \$225,000,000.00 per CLIN for a total maximum value of \$900,000,000.00. The Government reserves the right to re-allocate these amounts throughout the life of the IDIQ to meet program needs (i.e. adjust the ceilings between CPFF and FFP CLIN's and re-allocate between base and option periods).

B.2 {Solicitation information only - Removed for Base IDIQ Award}

Section C - Descriptions and Specifications

****In reference to the PWS (to include the definition of “Contractor” in 8.1 of the PWS) and a proposer’s ability to meet the requirements within, the terms “Prime Contractor” and “Contractor” refer to the Prime Contractor’s proposal team as a whole, to include the Prime contractor, joint venture, teaming partners and all proposed major subcontractors.****

Controlled Unclassified Information:

There are attachment(s) associated with this IDIQ that are Controlled Unclassified Information (CUI), particularly the Performance Work Statement (PWS), which will be provided to the contractor as Attachment 1.

CUI Attachment (must be requested as stated above): Attachment_01_AMP_IDIQ_MAC_PWS.pdf
C1. Technical Point of contacts:

Contractor Principal Investigator (PI)/Program Manager (PM):

Name: Ms. Nicole Funk

Phone: (443) 243-6899

Email: nifunk@deloitte.com

Government Contracting Officer’s Representative (COR):

Primary:

Name: Mr. Mitchell S Wathen

Phone: (301) 481-3189

Email: mitchell.s.wathen2.civ@army.mil

Alternate:

Name: Mr. Steven R Murrill

Phone: (240) 778-8225

Email: steven.r.murrill2.civ@army.mil

The Contracting Officer's Representative (COR) appointed to this contract is identified above. See formal letter of appointment for authorized duties and responsibilities. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR may be changed at any time by the Government without prior notice to the Contractor but notification of the change, including the name and address of the successor COR, will be promptly provided to the Contractor by the Contracting Officer in writing.

Section D - Packaging and Marking

D.1 Packing and Packaging:

The contractor shall ensure that the preservation, packing, packaging and marking of the deliverable items called for under this contract are compliant with State and Federal Department of Transportation requirements and the Contractor's best commercial practices to prevent hazards of shipment and handling and to ensure safe delivery at destination.

D.2 Marking:

The contractor shall tag or mark all technical data deliverables under this contract with the following information:

1. Contract Number
2. Title of the project
3. Contractor's Name
4. Contractor Address
5. A description of the deliverables;
6. Identify whether there is classified or sensitive information within the deliverable.

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
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-1	Contractor Inspection Requirements	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-15	Certificate of Conformance	APR 1984

Section F - Deliveries or Performance

F.1 Place of Performance

The contractor shall commence work upon assignment of a specific task order by the Contracting Officer. The work shall be accomplished at the location specified in the task order. Specific work locations and hours, if applicable, will also be specified in the task order.

Inspect by/Accept by chart noted in Section E is subject to change based on task order requirements. This will be addressed at the task order level.

F.2 Period of Performance

F.2.1 The base ordering period for the Army Modernization Priorities (AMP) Multiple Award IDIQ contract is five (5) years, with a potential five (5) year optional ordering period.

F.2.2 The optional ordering period may be exercised pursuant to FAR 52.217-9, Option to Extend the Term of the Contract.

F.2.3 The Government will utilize options as a mechanism to On/Off Ramp an awardee in accordance with the contract terms and conditions (See Section H).

F.2.4 The period of performance for orders will be determined at the Task Order.

F.2.5 The period of performance of individual task orders may not exceed 60 months. Additionally, the period of performance of an individual task order may extend up to 60 months beyond the end of the ordering period.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 21-NOV-2023 TO 20-NOV-2028	N/A	US ARMY RESEARCH LABORATORY - ADELPHI SEDD 2800 POWDER MILL ROAD ADELPHI MD 20783-1145 FOB: Destination	W71B7J
0002	POP 21-NOV-2023 TO 20-NOV-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W71B7J
0003	POP 21-NOV-2023 TO 20-NOV-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W71B7J
0004	POP 21-NOV-2023 TO 20-NOV-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W71B7J
0005	POP 21-NOV-2023 TO 20-NOV-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W71B7J

0006	POP 21-NOV-2028 TO 20-NOV-2033	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W71B7J
0007	POP 21-NOV-2028 TO 20-NOV-2033	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W71B7J
0008	POP 21-NOV-2028 TO 20-NOV-2033	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W71B7J
0009	POP 21-NOV-2028 TO 20-NOV-2033	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W71B7J
0010	POP 21-NOV-2028 TO 20-NOV-2033	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W71B7J

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-52	Clearance and Documentation Requirements-Shipments to DOD Air or Water Terminal Transshipment Points	FEB 2006
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

CLAUSES INCORPORATED BY FULL TEXT

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (MAR 2022)

(a) Definitions. As used in this clause—

"Commercial and Government entity (CAGE) code" means—

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

(ii) A code assigned by a member of the North Atlantic Treaty Organization that the Defense Logistics Agency Logistics Information Service records and maintains in the CAGE master file. The type of code is known as an "NCAGE code."

"Contractor-acquired property" has the meaning given in FAR clause 52.245-1. Upon acceptance by the Government, contractor-acquired property becomes Government-furnished property.

"Government-furnished property" has the meaning given in FAR clause 52.245-1.

"Item unique identification (IUID)" means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

"IUID Registry" means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property. The IUID Registry is—

(i) The authoritative source of Government unit acquisition cost for items with unique item identification (see DFARS 252.211-7003) that were acquired after January 1, 2004;

(ii) The master data source for Government-furnished property; and

(iii) An authoritative source for establishing the acquisition cost of end-item equipment.

"National stock number (NSN)" means a 13-digit stock number used to identify items of supply. It consists of a four-digit Federal Supply Code and a nine-digit National Item Identification Number.

"Nomenclature" means—

(i) The combination of a Government-assigned type designation and an approved item name;

(ii) Names assigned to kinds and groups of products; or

(iii) Formal designations assigned to products by customer or supplier (such as model number or model type, design differentiation, or specific design series or configuration).

"Part or identifying number (PIN)" means the identifier assigned by the original design activity, or by the controlling nationally recognized standard, that uniquely identifies (relative to that design activity) a specific item.

"Reparable" means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

"Serially managed item" means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

"Supply condition code" means a classification of materiel in terms of readiness for issue and use or to identify action underway to change the status of materiel (see <http://www2.dla.mil/j-6/dlmsso/elibrary/manuals/dlm/dlm--pubs.asp>).

"Unique item identifier (UII)" means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

"Unit acquisition cost" has the meaning given in FAR clause 52.245-1.

(b) Reporting Government-furnished property to the IUID Registry. Except as provided in paragraph (c) of this clause, the Contractor shall report, in accordance with paragraph (f), Government-furnished property to the IUID Registry as follows:--

(1) Up to and including December 31, 2013, report serially managed Government-furnished property with a unit-acquisition cost of \$5,000 or greater.

(2) Beginning January 1, 2014, report—

(i) All serially managed Government-furnished property, regardless of unit-acquisition cost; and

(ii) Contractor receipt of non-serially managed items. Unless tracked as an individual item, the Contractor shall report non-serially managed items to the Registry in the same unit of packaging, e.g., original manufacturer's package, box, or container, as it was received.

(c) Exceptions. Paragraph (b) of this clause does not apply to—

(1) Contractor-acquired property;

(2) Property under any statutory leasing authority;

(3) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;

(4) Intellectual property or software;

(5) Real property; or

(6) Property released for work in process.

(d) Data for reporting to the IUID Registry. To permit reporting of Government-furnished property to the IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii)(A)(1) through (3), (5), (7), (8), and (10) of the Government Property clause of this contract (FAR 52.245-1):

(1) Received/Sent (shipped) date.

(2) Status code.

(3) Accountable Government contract number.

(4) Commercial and Government Entity (CAGE) code on the accountable Government contract.

(5) Mark record.

(i) Bagged or tagged code (for items too small to individually tag or mark).

(ii) Contents (the type of information recorded on the item, e.g., item internal control number).

(iii) Effective date (date the mark is applied).

(iv) Added or removed code/flag.

(v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).

(vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.

(vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.

(viii) Value, e.g., actual text or data string that is recorded in its human-readable form.

(ix) Set (used to group marks when multiple sets exist).

(6) Appropriate supply condition code, required only for reporting of reparables, per Appendix 2 of DoD 4000.25-2-M, Military Standard Transaction Reporting and Accounting Procedures manual (<http://www2.dla.mil/j-6/dlms/eLibrary/manuals/dlm/dlm--pubs.asp>).

(e) When Government-furnished property is in the possession of subcontractors, Contractors shall ensure that reporting is accomplished using the data elements required in paragraph (d) of this clause.

(f) Procedures for reporting of Government-furnished property. Except as provided in paragraph (c) of this clause, the Contractor shall establish and report to the IUID Registry the information required by FAR clause 52.245-1, paragraphs (e) and (f)(1)(iii), in accordance with the data submission procedures at

https://dodprocurementtoolbox.com/cms/sites/default/files/resources/2021-09/GFP%20Reporting%20Guide_Vendors_June%202018.pdf.

(g) Procedures for updating the IUID Registry.

(1) Except as provided in paragraph (g)(2), the Contractor shall update the IUID Registry at <https://iuid.logisticsinformationservice.dla.mil/> for changes in status, mark, custody, condition code (for reparable only), or disposition of items that are—

(i) Received by the Contractor;

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

(iii) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;

(iv) Disposed of; or

(v) Transferred to a follow-on or other contract.

(2) The Contractor need not report to the IUID Registry those transactions reported or to be reported to the following DCMA etools:

(i) Plant Clearance Automated Reutilization and Screening System (PCARSS); or

(ii) Lost, Theft, Damaged or Destroyed (LTDD) system.

(3) The contractor shall update the IUID Registry as transactions occur or as otherwise stated in the Contractor's property management procedure.

(End of clause)

Section G - Contract Administration Data

G.1 Contractor Performance Assessment Reporting System (CPARS)

The use of the Contractor Performance Assessment Reporting System (CPARS) is required in order to document contractor performance on this Army Modernization Priorities (AMP) Multiple Award IDIQ contract as well as on each individual order. In order to ensure the timely completion of contractor performance reports/assessments within CPARS, specific roles within the CPARS system will be assigned as follows:

Assessing official: Contracting Officer or appointed COR Contractor representative: Designated contractor representative Training for all persons responsible for the preparation and review of performance assessments is available online at <http://www.cpars.csd.disa.mil/allapps/cpartnrg/webtrain/webtrainall.htm>.

G.2 Performance Requirements Summary (PRS)

A performance requirements summary (PRS) will be incorporated in each order. The Contracting Officer, COR, and the contractor shall use the requirements and standards outlined in the PRS to monitor and evaluate contractor performance.

G.3 Special Invoicing Instructions

Special invoicing instructions will be provided for each order as appropriate.

G.4 Government Minimum Obligation

The Government has no obligation to issue any orders except for the minimum guarantee of \$2,500.00. The first task order will be funded at the minimum ordering level and will be issued concurrently with the IDIQ contract. The government anticipates awarding an initial task order to all Prime contractors in the amount of \$2,500.00 to support kick-off activities.

CLAUSES INCORPORATED BY FULL TEXT

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.

TBD

(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.

TBD

(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	HQ0338
Issue By DoDAAC	W911NF
Admin DoDAAC**	S2404A
Inspect By DoDAAC	W71J7B
Ship To Code	N/A
Ship From Code	1TTG5
Mark For Code	W71J7B
Service Approver (DoDAAC)	TBD at TO Level
Service Acceptor (DoDAAC)	TBD at TO Level
Accept at Other DoDAAC	TBD at TO Level
LPO DoDAAC	TBD at TO Level
DCAA Auditor DoDAAC	HAA47F
Other DoDAAC(s)	TBD at TO Level

(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.

TBD at TO Level

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

TBD at TO Level

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

(End of clause)

Section H - Special Contract Requirements

H.1. Minimum Guarantee and Ordering Procedures

Orders will be awarded in accordance with FAR 16.505. The Government has no obligation to issue any orders except for the minimum guarantee of \$2,500.00, which will be met through issuance of the first task order award. The government anticipates awarding an initial task order to all Prime contractors in the amount of \$2,500 to support kick-off activities

H.2. Task Order Proposal Process

H.2.1. Task Order types may include: Cost-Plus-Fixed-Fee (CPFF) or Firm-Fixed-Price (FFP).

H.2.2. Best Value Tradeoff source selection approaches may be used at the task order level.

H.2.2.1. Best Value Tradeoff Procedures:

A tradeoff process is appropriate when it may be in the best interest of the Government to consider award to other than the lowest priced proposal or other than the highest technically rated proposal. This process permits tradeoffs among cost or price and non-cost factors and allows the Government to accept other than the lowest priced proposal or other than the most highly rated technical proposal.

When using a tradeoff process, the following apply:

All evaluation factors and significant sub factors that will affect contract award and their relative importance will be clearly stated in the Task Order Request (TOR); and

The TOR will state whether all evaluation factors other than cost or price, when combined, are significantly more important than, approximately equal to, or significantly less important than cost or price.

H.2.2.2. The Government estimates that the majority of the task orders may be issued on a cost reimbursement basis. Regardless of task order type, fee/profit shall be determined for each task order in accordance with the weighted guidelines application identified at DFAR 215.404-71.

H.2.2.3. The Contract Data Requirements List (CDRL) that is incorporated into the Base IDIQ Section J is applicable to task orders unless otherwise specified at the task order level.

H.2.2.4. SPECIFIC: The contractor shall commence work upon assignment of a specific task order by the Contracting Officer. The work shall be accomplished at the location specified in the task order.

H.2.2.5. TASK ORDER REQUEST (TOR): The task order request constitutes the specific work packages and functions assigned to the contractor within the scope of work and contracted for task orders issued by the Contracting Officer. TORs include specific instructions and details regarding the requirements to be performed.

H.2.2.6. TASK ORDER REQUEST FORMAT: Proposed TORs will contain sufficient information to allow the contractor to prepare the task order proposal. The proposed TOR will contain as a minimum the following:

- a. TOR Number
- b. Applicable Contract Number
- c. Proposal Instructions
- d. Evaluation Criteria and Basis for Award
- e. Description of Requirement (PWS)
- f. Deliverables
- g. Contract Requirements Data Lists (CDRL)
- h. Performance Location
- i. Security Classification
- j. Period of Performance
- k. Procurement History, as applicable
- l. COR and Technical Monitor, as applicable
- m. Government Furnished Property, as applicable
- n. Theater Business Clauses, as applicable
- o. Special Clauses and Notes to Awardees
- p. Key Personnel

H.2.2.7. TASK ORDER PROCESS

The KO may conduct market research for each TOR. This market research may occur via sources sought prior to issuing the TOR. The Government anticipates allowing 3-5 business days for receipt of capability statements during the sources sought stage of the task order process. Once sources sought responses are received, the Government anticipates the TOR being issued within 5 business days. TORs will include all requisite information regarding proposal submission and evaluation. The Government will comply with the requirements outlined DFAR 215.5 regarding Task Order debriefings.

As a general practice, the Government anticipates allowing 30 calendar days for task order proposal submission (depending on the urgency of individual task order requirement, the timing of the task order proposal submission may be shortened), and an additional 30-60 calendar days for award. This is subject to variation depending on the individual task order.

Awardee shall submit to the KO, a written Task Order Proposal (TOP) within the time specified in the TOR, and shall contain as a minimum, the following:

- a. TOR Number
- b. Contract Number
- c. Authorized Negotiator Point of Contact
- d. TOR Content as prescribed in TOR Instructions
- e. Technical Proposal to include Performance Schedule and Milestones and subcontract participation
- f. Cost Proposal that includes as a minimum; a complete breakdown of direct, indirect cost, other direct cost such as travel, equipment and materials, fully disclosed subcontract information pursuant to FAR 15.408 and Certified Cost or Pricing Data for Prime and Subcontractor as applicable
- g. A cost narrative with sufficient documentation necessary to adequately support and explain each individual cost element proposed.
- h. Subcontractor price or cost analysis as applicable and justification for subcontract type (the same level of detail should be provided for subcontractors as is required of the Prime contractor)
- i. Compliance with FAR 52.215-22 Limitations of Pass-Through Charges--Identification of Subcontract

Effort, FAR 52.215-23 Limitations of Pass-Through Charges and FAR 52.219-14 Limitations On Subcontracting
j. Data Rights and Assertions

H.3. SPECIAL INSTRUCTIONS FOR TASK ORDER PROPOSAL (TOP) SUBMISSIONS:

H.3.1. COST PLUS FIXED FEE (CPFF) TASK ORDERS

Pursuant to FAR 16.301-3(3), the Awardees' accounting system must be determined adequate to receive CPFF task orders.

H.3.2. LIMITATION OF PASS-THROUGH CHARGES

FAR 52.215-22, Limitation on Pass-Through Charges-Identification of Subcontract Effort and 52.215-23 Limitation on Pass-Through Charges: FAR 52.215-22, Limitation on Pass Through Charges- Identification of Subcontract Effort and 52.215-23, Limitation on Pass Through Charges are applicable to this requirement. If subcontractor costs proposed exceed 70% of the total costs to be performed, Contractors must comply with the subject clauses by providing sufficient information for the Contracting Officer to determine the added value along with assessment of fee and indirect costs. This information will be used as part of the best value decision and evaluation of all elements of costs.

H.3.3. SUBMITTAL OF SUBCONTRACTOR FULLY DISCLOSED PROPOSAL

In order to facilitate expedience when evaluating proposals in response to TORs it is important that the following be adhered to. It is an acceptable practice for Prime contractors to utilize subcontractors in response to requirements.

However, costs associated with the prime and "subcontractor" partnership must be evaluated for its fair and reasonableness. "Undisclosed" or "loaded" cost does not allow a proper cost analysis. Therefore the following must be adhered to:

H.3.3.1. FAR 52.215-12 "Subcontractor Certified Cost or Pricing Data" must be adhered to and required information shall be provided as part of the Prime contractors proposal submissions by the TOR due date.

H.3.3.2. Prime contractors are responsible for ensuring that fully disclosed rates are provided for evaluation of proposals in response to TOR.

H.3.3.2.1. Subcontract proposals <\$2 million. The Prime Contractor must provide a cost analysis that fully supports the reasonableness of subcontractor costs to include an analysis of costs and fee/profit.

H.3.3.2.2. Subcontract proposals >\$2 million. Prime Contractor must provide a cost analysis that fully supports the reasonableness of subcontractor costs to include an analysis of costs and fee/profit. In addition, Prime contractors must either provide along with prime proposals or ensure that subcontractors provide a complete breakdown of costs to include subcontractor cost and fee/profit proposed to the KO by the closing date. See format in Table 15-2 of FAR 15.408 for guidance. Primes shall require subcontractors TO submit fully disclosed rates to the contracting officer by the closing date of the TOR. **FAILURE TO PROVIDE THIS INFORMATION BY THE TOR CLOSING DATE MAY RESULT IN PROPOSALS BEING ELIMINATED FROM CONSIDERATION OF TASK ORDER AWARDS.**

In the event a subcontractor cannot provide detailed information to enable the Prime contractor to conduct a detailed cost analysis (e.g. commercial pricing), the Prime contractor shall conduct an analysis with the information submitted and provide a summary of what was analyzed and what prohibited further analysis. Similarly, if a

subcontractor must submit proprietary cost information directly to the Government, the Prime contractor shall conduct as detailed of an analysis as possible using fully burdened rates and other information available, while also having the subcontractor provide proprietary information directly to the Government.

H.3.4. FEE/PROFIT ON TRAVEL AND EQUIPMENT COSTS

Fee or Profit is not authorized for Prime or Subcontractors on travel, stipend, and equipment costs. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds \$5,000.00.

H.3.5. USE OF SUBCONTRACTORS AT THE TASK ORDER LEVEL:

Subcontractors proposed will be considered the established subcontracting team and incorporated into the resultant contract.

Additions to the subcontracting team may be considered to support a specific task order request, however, will be highly scrutinized. Awardees are highly encouraged to submit request to add subcontractors as early as possible to preclude delay. Request will only be considered if the requirement dictates the need for a capability that does not currently exist on the subcontractor team. Therefore, all requests to add subcontractors must be provided to the contracting officer and include a complete rationale and specify the basis for not utilizing approved subcontractors, the need and value added of the proposed new subcontractor. A Contracting Officer response will be provided in two (2) working days. The Task Order Proposal date will not be extended to accommodate these requests.

H.4 FIXED FEE AND PROFIT

H.4.1 When preparing a task order proposal, contractors shall consider the weighted guidelines application at DFAR 215.404-71. The Government will use the same weighted guidelines application when determining reasonableness. Contractors should also consider the fee/profit effect on the overall competitiveness of the proposal.

H.4.1.1 Fee/profit shall not be included on proposed travel, stipend, and equipment costs

H.4.1.2 Contractors will be allowed fixed fee on subcontract costs, excluding equipment, stipend, and travel costs. The maximum fee/profit the Prime contractors will be allowed to apply fee to subcontracts is as follows:

Small Business Subcontracts: Maximum Nominal Fee 5%

Other Than Small Business Subcontracts: Maximum Nominal Fee 3%

H.5 Travel

H.5.1 Travel arrangements, including extended travel, shall be provided to and are subject to approval by the COR in advance of travel (regardless of the dollar value).

H.5.2 Costs for transportation shall be based upon mileage rates, actual costs incurred, or on a combination thereof, provided the method used results in a reasonable charge. Travel costs will be considered reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of the travel as set forth in the Joint Travel Regulations (JTR).

H.5.3 Maximum use is to be made of the lowest available customary standard coach or equivalent airfare accommodations available during normal business hours. Using Government funds to pay for premium travel (including first and business class) is not allowable unless specifically authorized. Exceptions for the use of premium travel shall be approved in writing by the COR prior to travel.

H.5.4 Contractors are required to register all OCONUS travelers in the Synchronized Deployment and Operational Tracker (SPOT) system as the single source to track all deployed contractor personnel supporting DoD military operations worldwide. Upon approval and signature by the Contracting Officer a letter of authorization (LOA) will be generated.

H.5.5 Additional compensation including danger or hardship pay, if necessary to obtain and/or retain contractor personnel, shall be considered reasonable and allowable only to the extent that they do not exceed the rates in effect at the time of travel as set forth by the Department of State.

H.6 Organizational Conflict of Interest (OCI)

H.6.1 The term "Organizational Conflicts of Interest (OCI) is defined in Federal Acquisition Regulation (FAR) 2.1; also see FAR 9.502 (c). An "OCI exists when a Contractor would face an actual or potential conflict of interest if it worked on a planned contract, due either to its other business interests or to the nature of the effort to be performed.

However, organizational conflicts of interest are more likely to occur in contracts involving: Management support services; Consultant or other professional services;

Contractor performance of or assistance in technical evaluations; or Systems engineering and technical direction work performed by a Contractor that does not have overall contractual responsibility for development or production.

The Contracting Officer will review and analyze (PWS/SOW/SOO) under this contract prior to issuance of a Task Order Request and determine that no OCI has been identified, potential or otherwise. However, Awardees shall make a preliminary disclosure to the Contracting Officer, prior to the due date for receipt of Task Order Proposals, of any OCI issues the Awardee has identified. Such preliminary disclosure will allow the Contracting Officer more time to assess both the potential OCI and the Awardees proposed strategy to negate or mitigate the OCI. This assessment may be crucial since, per FAR 9.504(e), the Contracting Officer may not award the task order/delivery order to a Contractor with an OCI that cannot be negated or mitigated. If the Contractor demonstrates to the Contracting Officer that there may be a possible conflict of interest arising out of an existing contract, the Contracting Officer will take the necessary action to delete that requirement and/or mitigate any conflict of interest that may be present. The Contractor agrees that the Government may, up to three years after acceptance of all programmatic documentation to be delivered under applicable Task Orders, restrict the Contractors future participation in any resulting program managed system acquisition action(s).

H.6.2 Title 10, US Code Section 2399 prohibits the involvement of a defense contractor

in the operational test and evaluation of its own systems and equipment. Consequently, all parties must be particularly sensitive to potential, actual, or perceived organizational conflicts of interest where system contractors are or appear to be involved in the operational testing and evaluation of their own equipment or systems, including involvement as a test support contractor. Such involvement is strictly prohibited. The Contractor acknowledges that it is familiar with Title 10 U.S.C. Section 2399 and FAR Subpart 9.5 and agrees that it will avoid conflicts of interest and, to the maximum possible extent, the appearance of conflict of interest, in accordance with the principles set forth in the Statute and FAR. The contractor also acknowledges that statutory operational testing and evaluation conflicts of interest arising under 10 U.S.C. 2399 and Army Regulation 73-1, paragraph 5-6, may not be mitigated or "firewalled" using the FAR Subpart 9.5 procedures.

H.7 Federal Holidays

H.7.1 Contractor personnel performing at a Government site shall observe federal holidays and other days identified in this section unless otherwise indicated in an order. The Government observes the following days as holidays:

- New Years Day
- Birthday of Martin Luther King, Jr.
- Washington's Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

In addition to the days designated as holidays, the Government may also observe any day designated by Federal Statute, Executive Order, or Presidents Proclamation.

H.8 Government Site Closures

H.8.1 All or part of a Government site may be closed in response to an unforeseen emergency. Such emergencies may include, but are not limited to, adverse weather such as snow or flood, a natural disaster such as tornado or earthquake, or a site disaster such as a gas leak or fire. Contractor personnel are non-essential personnel for purposes of any instructions regarding such emergencies.

H.8.2 Contractor personnel shall be officially dismissed upon notification of a Government site closure.

H.8.3 Contractor personnel shall promptly secure all Government furnished property appropriately and evacuate in an expedient but safe manner.

H.8.4 Regarding Government site closure notifications, contractors shall follow instructions for non-essential personnel provided by local radio, television, official websites, and/or official Government site hotlines. Contractors may not receive any other form of notification of a Government site closure from the Government. If a decision to close all or part of a Government site is made during the duty day and the decision is transmitted through official notification channels, contractors shall follow the instructions provided.

H.8.5 Regarding the requirements of an order under this contract, the Government shall retain the following options:

H.8.5.1 The Government may grant an extension for any order delayed by the closure equal to the time of the closure, subject to the availability of funds.

H.8.5.2 The Government may forego work. Contractors shall not receive payment for any work not performed.

H.8.5.3 The Government may reschedule the work on any day that is mutually satisfactory.

H.8.5.4 The Government may, at its discretion, permit the contractor personnel to perform at an off-site location during the period of the Government site closure, if meaningful work can be accomplished. If given the approval to work off-site during the closure, the contractor shall certify to the Government in writing within five (5) business days of returning to the Government site the nature and scope of the work completed off-site. If applicable, the contractor shall be permitted to bill the Government at the labor rates specified in the cost proposal for the specific task order.

H.8.5.5 OCONUS Site Closure is determined by the Local Command. All task orders that require CONUS and OCONUS onsite support will have PWS Statements that required Contractors to follow local Command Guidance for duty hours, closures, etc.

H.9 Additional Clauses

Additional clauses may be added to orders issued under this contract as applicable. Examples include, but are not limited to, the following:

- a. Additional intellectual property and data rights clauses
- b. FAR Part 15 Contracting by Negotiation clauses may be added depending on the basis for award of an order.

H.10 Other Considerations

H.10.1 Additional CLINs may be added to orders if necessary to meet the requirements of the order. For example, CLINs may be added for ancillary items or data requirements.

H.10.2 The Government will not reimburse contractors for bid and proposal costs associated with any request for proposal for orders awarded on a competitive, sole source, or single offer basis, any contract or order modification, or any no cost settlement unless mutually agreed upon in writing.

H.11 Use of On-Ramps Provisions

On-Ramps are expected to be used to obtain a new pool of viable Small Business IDIQ Awardees. However, the Government reserves the right to utilize on-ramp provisions for large businesses if off-ramp for large businesses is implemented. In an on-ramp scenario, the Government would periodically review the total number of Prime contractor holders participating in the ordering process and determine whether it would be in the Government's best interest to initiate an open season to add new Prime contractor holders.

Contracts awarded under this methodology must share in the program ceiling and

their award must not constitute a basis of contractual adjustment for existing partners. Solicitations, and any resulting contracts awarded under this provision, will include the same terms and conditions of the original contract and will not exceed the remaining period of performance. Use of on/off ramp procedures will take place prior to exercising the option periods on awarded contracts.

The Government will reserve the right to award additional IDIQ contracts for this effort as part of On-Ramp procedures if it is determined to be in the best interest of the Government. The Government may elect to issue a solicitation for proposals for on-ramping. On-Ramp opportunities will be announced for On-Ramp through a formal SAM.gov posting. All proposals submitted shall be evaluated using the same evaluation criteria as set forth in this solicitation. Offerors must receive a Technical Rating of Good or Higher to be considered for award.

The following situations are examples of circumstances when on-ramps may be used:

- a. To replace Small Business Awardees that outgrow their size status and are no longer eligible to receive new task orders within a specific size. Small Business Awardees that "graduate" into the next size category will NOT be removed from the contract. Size status determinations will not be required at the task order level, however they will be conducted prior to IDIQ award and prior to IDIQ option exercise.
- b. New additional Small Businesses are needed to refresh the competition due to a lack task orders issued to small business prime contractors. Should less than 15% of task orders be issued to small businesses entering the fourth year of performance, the Government will consider on ramping an additional small business beginning with the five-year option period.
- c. To replace a Large or Small Business that fails to participate on task order requirements for which the contract-holder has a reasonable chance for award. The Government may elect to replace the Awardee for lack of contractor participation as described below H13.
- d. To maintain robust competition in instances of poor performers, affecting both Large and Small Businesses.

H.12 Use of Off-Ramps Provisions

The Government will utilize options as a mechanism to Off-Ramp an awardee. The use of the Off Ramp provision does not remove the Governments unilateral right to determine it is not in its best interests to exercise the optional ordering periods.

The Contracting Officer may elect to Off Ramp an awardee by NOT exercising the Option on the task order contracts. The use of Options to Off ramp awardees may apply to both Large and Small Business Awardees. The Contracting Officer may make the determination NOT to exercise an option and notify awardees within 60 days of the effective date. The following situations are "examples" of circumstances when options may not be exercised:

- a. When a large or small business fails to submit Technically Acceptable TOPs for at least 5% of Task Order Requests (TORs) issued during the initial four years of the MAC IDIQ.

b. In instances of poor performance, affecting both Large and Small Businesses. The Government will conduct an annual assessment of the contractor's performance using the metrics found in H.13 below and the applicable Task Order QASPs to determine if options will be exercised. The annual assessment will examine performance results, using the appropriate type of surveillance. If the Government determines that the contractor failed to meet the standards as required by the metrics found in H.13 below, or two or more documented incidences of failing to meet Task Order QASP metrics, the Government may implement the off-ramp procedures by not exercising an option on the IDIQ.

H.13 Metrics to be Used to Determine On/Off Ramp Provisions

Metrics will be evaluated at both the contract and task order levels and will consider cost, schedule, performance, small business participation and customer satisfaction. In addition to the required determinations for exercising an option as specified in FAR 17.207(c), the following elements will also be considered prior to exercising the five-year option period:

- (1) Small Business Participation: Data will be collected on an annual basis that illustrates the total small business participation including socio-economic categories performed at the prime and subcontract level. Metric: Small Business Participation. Target/Goal: 95% of approved small business and socio-economic participation goals.

- (2) Contract Participation: The Contractor's participation in proposing at the task order level. Metric: Number of Task Order Proposals (TOPs) received within the initial four years of the MAC IDIQ. Target/Goal: Must have submitted Technically Acceptable TOPs for at least 5% of Task Order Requests (TORs) issued during the initial four years of the MAC IDIQ.

Any contractor that is off-ramped shall not submit proposals or receive any further task orders under this IDIQ. However, any contractor that is off-ramped shall be responsible to continue performance on existing orders in accordance with the terms and conditions of the orders, including order option periods, if exercised.

The Government reserves the right to not exercise an option if aforementioned Target/Goals are not met by the prime contractors, or if one of the required determinations in FAR 17.207(c) indicate that exercising the option period is not in the best interest of the Government

H.14 Tracking of Small Business Participation Goals

It is anticipated that at least 95% of offeror's proposed levels of small business participation in each category will be met across the base IDIQ level – at the conclusion of the base 5 year period and at the conclusion of the subsequent 5 year option period (i.e. this will include cumulative performance across all orders during those base contract periods). Offerors will be required to submit small business reports discussing their compliance on a semi-annual basis throughout performance, to include but not limited to a break down by task order and a cumulative roll-up across all task orders.

H.15 Special Instructions (Time and Material & Labor Hour Subcontracts)

Pursuant to Federal Acquisition Regulation, T&M and Labor Hour contracts are the least preferred contract vehicles. Use of T&M and Labor Hour type vehicles will also be considered at the subcontract level. Therefore, all proposed T&M and Labor Hour subcontracts must be supported by a written determination and finding that no other subcontract type is suitable. Be advised that the rationale provided will be challenged and the Prime Contractor's justifications when using T&M subcontracts highly scrutinized.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	JUN 2020
52.203-7	Anti-Kickback Procedures	JUN 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	NOV 2021
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-2	Security Requirements	MAR 2021
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-14	Service Contract Reporting Requirements	OCT 2016
52.204-15	Service Contract Reporting Requirements for Indefinite- Delivery Contracts	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	NOV 2021
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	NOV 2021
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JAN 2011
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	NOV 2021
52.215-2	Audit and Records--Negotiation	JUN 2020
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	JUN 2020
52.215-12	Subcontractor Certified Cost or Pricing Data	JUN 2020
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	JUN 2020
52.215-14	Integrity of Unit Prices	NOV 2021
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997

52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	NOV 2021
52.215-23	Limitations on Pass-Through Charges	JUN 2020
52.216-7	Allowable Cost And Payment	AUG 2018
52.216-8	Fixed Fee	JUN 2011
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-9	Small Business Subcontracting Plan	SEP 2023
52.219-13	Notice of Set-Aside of Orders	MAR 2020
52.219-14	Limitations On Subcontracting	SEP 2021
52.219-16	Liquidated Damages-Subcontracting Plan	SEP 2021
52.219-28	Post-Award Small Business Program Rerepresentation	SEP 2021
52.219-32	Orders Issued Directly Under Small Business Reserves	MAR 2020
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation	MAY 2018
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment	JUN 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	JUN 2020
52.222-36	Equal Opportunity for Workers with Disabilities	JUN 2020
52.222-37	Employment Reports on Veterans	JUN 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	NOV 2021
52.222-54	Employment Eligibility Verification	DEC 2021
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.224-1	Privacy Act Notification	APR 1984
52.227-1 Alt I	Authorization And Consent (JUN 2020) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	JUN 2020
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	JUN 2020
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-12	Advance Payments	MAY 2001
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014

52.232-25 Alt I	Prompt Payment (Jan 2017) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	OCT 2018
52.232-36	Payment by Third Party	MAY 2014
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.233-1	Disputes	MAY 2014
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	SEP 2021
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-5	Payments to Small Business Subcontractors	JAN 2017
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2	Subcontracts	JUN 2020
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Products and Commercial Services	DEC 2021
52.245-1	Government Property	SEP 2021
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.252-6	Authorized Deviations In Clauses	NOV 2020
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
252.203-7004	Display of Hotline Posters	AUG 2019
252.204-7000	Disclosure Of Information	OCT 2016
252.204-7002	Payment For Contract Line or Subline Items Not Separately Priced	APR 2020
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991

252.211-7003	Item Unique Identification and Valuation	JAN 2023
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7020	Rights In Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7011	Final Scientific or Technical Report	DEC 2019
252.237-7007	Termination for Default	DEC 1991
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017
252.246-7001	Warranty Of Data	MAR 2014
252.247-7023	Transportation of Supplies by Sea	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUN 2020)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;

- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;
- (d) The word or term is defined in FAR part 31, for use in the cost principles and procedures; or
- (e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

(End of clause)

52.216-18 ORDERING. (AUG 2020)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 60 months under the Base Period, and up to 60 additional months if the Option Period is exercised.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) A delivery order or task order is considered "issued" when--
 - (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
 - (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
 - (3) If sent electronically, the Government either--
 - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
 - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor -
 - (1) Any order for a single item in excess of \$100,000,000.00;

(2) Any order for a combination of items in excess of \$100,000,000.00; or

(3) A series of orders from the same ordering office within 1 day that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 60 months after the final day of the ordering period.

(End of clause)

52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN (SEPT 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

Lane M. Gary

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OR

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(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 126 months.

(End of clause)

52.224-2 PRIVACY ACT (APR 1984)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the

design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

52.224-3 PRIVACY TRAINING (JAN 2017)

(a) Definition. As used in this clause, personally identifiable information means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who--

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c)(1) Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover--

(i) The provisions of the Privacy Act of 1974 (5 U.S.C. 552a), including penalties for violations of the Act;

(ii) The appropriate handling and safeguarding of personally identifiable information;

(iii) The authorized and official use of a system of records or any other personally identifiable information;

- (iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;
 - (v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and
 - (vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).
- (2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.
- (d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.
 - (e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.
 - (f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will--
 - (1) Have access to a system of records;
 - (2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or
 - (3) Design, develop, maintain, or operate a system of records.
- (End of clause)

52.227-11 PATENT RIGHTS--OWNERSHIP BY THE CONTRACTOR (MAY 2014)

- (a) As used in this clause--

Invention means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

Made means--

- (1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or
- (2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

Nonprofit organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)), or any nonprofit scientific or educational organization qualified under a State nonprofit organization statute.

Practical application means to manufacture, in the case of a composition of product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

Subject invention means any invention of the Contractor made in the performance of work under this contract.

(b) Contractor's rights. (1) Ownership. The Contractor may retain ownership of each subject invention throughout the world in accordance with the provisions of this clause.

(2) License. (i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor's license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(ii) The Contractor's license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)(2) and 27.304-1(f).

(c) Contractor's obligations. (1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or 6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) Government's rights--(1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention--

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) Contractor action to protect the Government's interest. (1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to--

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention."

(f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor,

and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall--

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) Communications.

Intellectual Property Law Division
U.S. Army Material Command Legal Center - APG
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(k) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes statute in connection with proceedings under paragraph (h) of this clause.

(End of clause)

52.227-17 RIGHTS IN DATA-SPECIAL WORKS (DEC 2007)

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

Data means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

Unlimited rights means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights. (1) The Government shall have--

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright--(1) Data first produced in the performance of this contract. (i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Name	Title of Documents	Provided in RFP
Attachment 1	Cost Summary Sheet	N/A (RFP only)
Attachment 2	Small Business Participation Plan	Yes
Attachment 3	DD Form 254 – Contract Classification Specification	Yes
***Attachment 4	DD Form 1423 Contract Data Requiements List (CDRLs)	Yes
Attachment 5	Subcontracting Plan	Yes

There is only one CDRL applicable at the IDIQ level. Individuall task orders may contain CDRLs specific to those requirements.