

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900)		RATING DO-A7	PAGE 1	OF 79	PAGES
2. CONTRACT NUMBER  FA251823C0002	3. SOLICITATION NUMBER  FA251822R0001	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED  05 Apr 2022	6. REQUISITION/PURCHASE NUMBER  F3LFRG3005AW01		
7. ISSUED BY FA2518 USSF SPOC SAM-D CONTRACTING BLDG 1 CP 719 554 5592 150 VANDENBERG ST STE 1500 PETERSON AFB, CO 80914-4184 UNITED STATES JOHN MCLAUGHLIN, Contracting Officer, Email: john.mclaughlin.35@spaceforce.mil Telephone: 834-1234 Diana Cramer, Contract Specialist, Email: diana.cramer.1@spaceforce.mil Telephone: 719-556-8775		CODE FA2518	8. ADDRESS OFFER TO (If other than item 7)				

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 1 copies for furnishings the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in \_\_\_\_\_ until 10:00 AM local time 28 Feb 2022  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME <b>John P. McLaughlin</b>	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE 719	NUMBER 556-6530	EXTENSION john.mclaughlin.35@spaceforce.

**11. 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	1-2	X	I	CONTRACT CLAUSES	56-78
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3-21	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	22	X	J	LIST OF ATTACHMENTS	79
X	D	PACKAGING AND MARKING	23	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	24-42		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X	F	DELIVERIES OR PERFORMANCE	43-48				
X	G	CONTRACT ADMINISTRATION DATA	49-54		L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
X	H	SPECIAL CONTRACT REQUIREMENTS	55		M	EVALUATION FACTORS FOR AWARD	

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	<input type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	CALENDAR DAYS(%)
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE OPE02	FACILITY	16. NAME AND THE TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)  <b>Catherine D. Gray, Director of Contracts</b>
INDYNE, INC. 46561 EXPEDITION DR # 100 LEXINGTON PARK, MD 20653-2118 UNITED STATES TIMOTHY Davis, Primary POC, Email: TDAVIS@INDYNEINC.COM Telephone: 8503985668			

15B. TELEPHONE NUMBER	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE Catherine D Gray:A01094E000001778C39205500008D10 Digitally signed by Catherine D Gray:A01094E000001778C39205500008D10 Date: 2023.01.27 12:35:10 -06'00'	18. OFFER DATE <b>27 January 23</b>
AREA CODE 850	NUMBER 398-5668		

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED <b>See Schedule</b>	20. AMOUNT <b>USD 8,717,550.00</b>	21. ACCOUNTING AND APPROPRIATION <b>See Section G - Contract Administration Data</b>
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22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM <b>25</b>
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24. ADMINISTERED BY (If other than Item 7) DoDAAC: FA2518 FA2518 USSF SPOC SAM-D CONTRACTING CP 719 554 5592 150 VANDENBERG ST STE 1500 BLDG 1 PETERSON AFB, CO 80914-4184 UNITED STATES SCD:	25. PAYMENT WILL BE MADE BY  ACCTG DISB STA NR 387700 DFAS DEAMS 27 ARKANSAS RD LIMESTONE, ME 04751-6216 UNITED STATES	CODE <b>F87700</b>
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26. NAME OF CONTRACTING OFFICER (Type or print) <b>John P. McLaughlin, SpOC/SAIO Contracting Officer</b>	27. UNITED STATES OF AMERICA  MCLAUGHLIN, JOHN N. P. 1393765786 Date: 2023.01.30 14:37:32 -07'00'	28. AWARD DATE <b>30 January 23</b>
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION  
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**STANDARD FORM 33** (REV. 6/2014)  
Prescribed by GSA - FAR (48 CFR) 53.214 (c)

## **Section A - Solicitation/Contract Form**

Perimeter Acquisition Radar Attack Characterization System (PARCS )

Proposal Identifier: FA251822R0001

Date: 09 Nov 2021

## Section B - Supplies or Services & Prices or Costs

### Additional Information/Notes

Item	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001	<p>FFP BASE PERIOD</p> <p>Operations, Maintenance, and Support Services Contractor shall provide non-personal services for all personnel, supervision, transportation, items and services necessary to perform as defined in the PARCS PWS, inclusive of deliverables. Included are all equipment, parts, labor and associated costs for all maintenance that is foreseeable and can be forecasted. Also included are: all consumable items that may be necessary as part of day-to-day site operations.</p> <p>Period of Performance: 1 May 2023 - 29 February 2024</p> <p>Product Service Code: M1BC</p>			USD 7,568,000.00	
0001AA	<p>FFP BASE PERIOD LABOR Operations, Maintenance and Support Services</p> <p>Period of Performance: 1 May 2023 - 29 February 2024</p> <p>Purchase Requisition Number: F3LFRG3005AW01 Purchase Requisition Line Item Number: 0001</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price CIN: 00000000000008594382 ACRN: AA</p>	10	Months	USD 727,827.00	<p>Firm Price USD 7,278,270.00</p> <p>Funded Amount USD 7,278,270.00</p>
0001AB	<p>FFP BASE PERIOD Non-LABOR Operations, Maintenance and Support Services</p> <p>Period of Performance: 1 May 2023 - 29 February 2024</p> <p>Purchase Requisition Number: F3LFRG3005AW01 Purchase Requisition Line Item Number: 0003</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price CIN: 00000000000008594384 ACRN: AA</p>	10	Months	USD 28,973.00	<p>Firm Price USD 289,730.00</p> <p>Funded Amount USD 289,730.00</p>
	<p>FFP BASE PERIOD MILSTAR (FAB-T) Services</p> <p>Contractor shall provide non-personal services, including all personnel, supervision,</p>				

0002	<p>transportation, items and services necessary to perform contract requirements as defined in the PARCS PWS, inclusive of deliverables.</p> <p>Period of Performance: 05/01/2023 - 02/29/2024</p> <p>Purchase Requisition Number: F3LFRG3005AW01 Purchase Requisition Line Item Number: 0002</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price CIN: 00000000000008594383 ACRN: AB</p>	10	Months	USD 8,816.00	<p>Firm Price USD 88,160.00</p> <p>Funded Amount USD 88,160.00</p>
0003	<p>FFP BASE PERIOD Environmental and Pollution Prevention Services</p> <p>Contractor shall implement and maintain the Pollution Prevention Plan and provide non-personal services for all personnel, supervision, transportation, items and services necessary to perform services in accordance with the PWS.</p> <p>Period of Performance 01 May 2023 - 29 Feb 2024</p> <p>Purchase Requisition Number: F3LFRG3005AW01 Purchase Requisition Line Item Number: 0005</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price CIN: 00000000000008594386 ACRN: AA</p>	10	Months	USD 10,511.00	<p>Firm Price USD 105,110.00</p> <p>Funded Amount USD 105,110.00</p>
0004	<p>FFP BASE PERIOD Knowledge Management and Retention</p> <p>Contractor shall implement and maintain a Knowledge Management and Retention Plan in accordance with the PWS, inclusive of deliverables. All, some or none of the contractor's technical proposal will be added to the contract, or incorporated into the PWS, or this CLIN.</p> <p>Period of Performance 01 May 2023 - 29 Feb 2024</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	10	Months	Not Separately Priced	
	<p>COST No Fee BASE PERIOD OM&amp;S Local Purchase/Travel/Surge Costs</p> <p>Contractor shall be reimbursed for weapon system parts not obtainable through ILS-S and parts/materials necessary in support of and in accordance with the PWS. The Contractor shall be reimbursed for Government approved</p>				

0005	<p>TDY and non-local travel in accordance with the PWS. The Contractor shall be reimbursed for precoordinated and Contracting Officer approved labor surges in accordance with the PWS.</p> <p>Period of Performance 01 May 2023 - 29 Feb 2024</p> <p>Purchase Requisition Number: F3LFRG3005AW01 Purchase Requisition Line Item Number: 0006</p> <p>Product Service Code: M1BC Pricing Arrangement: Cost No Fee CIN: 00000000000008594387 ACRN: AA</p>	10	Months	Not to Exceed	<p>Estimated Cost USD 462,000.00</p> <p>Funded Amount USD 462,000.00</p>
0006	<p>COST No Fee BASE PERIOD Environmental and Pollution Prevention Costs</p> <p>Contractor shall be reimbursed for environmental compliance and pollution prevention costs in accordance with the PWS.</p> <p>Period of Performance 01 May 2023 - 29 Feb 2024</p> <p>Purchase Requisition Number: F3LFRG3005AW01 Purchase Requisition Line Item Number: 0007</p> <p>Product Service Code: M1BC Pricing Arrangement: Cost No Fee CIN: 00000000000008594388 ACRN: AA</p>	10	Months	Not to Exceed	<p>Estimated Cost USD 41,000.00</p> <p>Funded Amount USD 41,000.00</p>
0007	<p>COST No Fee BASE PERIOD Vehicle Fuel Costs</p> <p>Contractor shall be reimbursed for vehicle fuel purchases in accordance with the PWS.</p> <p>Period of Performance 01 May 2023 - 29 Feb 2024</p> <p>Purchase Requisition Number: F3LFRG3005AW01 Purchase Requisition Line Item Number: 0008</p> <p>Product Service Code: M1BC Pricing Arrangement: Cost No Fee CIN: 00000000000008594389 ACRN: AA</p>	10	Months	Not to Exceed	<p>Estimated Cost USD 20,000.00</p> <p>Funded Amount USD 20,000.00</p>
0008	<p>SubCLIN TYPE and Value to be negotiated BASE PERIOD Individual Job Orders (IJO)</p> <p>Separately negotiated projects within the scope of the contract not specifically identified in the PWS, but which is still within the general scope of the contract in accordance with the PWS. The Government anticipates using firm-fixed-price or cost reimbursable IJOs and under special circumstances a cost-plus-fixed-fee may be used. IJO CLIN type will be</p>			To Be Negotiated	

	<p>determined by the Contracting Officer on a case-by-case basis depending on the nature of the work.</p> <p>Period of Performance 01 May 2023 - 29 Feb 2024</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>				
0010	<p>Phase-In Services</p> <p>Contractor shall provide all personnel, supervision, transportation, items and services necessary to perform Phase-in requirements in accordance with the PARCS PWS. Excluded are items, equipment, and services specified in the PWS as Government Furnished Property or Services.</p> <p>Period of Performance: 01 Mar 2023 - 30 April 2023 Product Service Code: M1BC</p> <p>Purchase Requisition Number: F3LFRG3005AW01 Purchase Requisition Line Item Number: 0004</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price CIN: 00000000000008594385 ACRN: AA</p>	2	Months	USD 216,640.00	<p>Firm Price USD 433,280.00</p> <p>Funded Amount USD 433,280.00</p>
Option Line Item 1001	<p>FFP OPTION PERIOD ONE</p> <p>Operations, Maintenance, and Support Services Contractor shall provide non-personal services for all personnel, supervision, transportation, items and services necessary to perform as defined in the PARCS PWS, inclusive of deliverables. Included are all equipment, parts, labor and associated costs for all maintenance that is foreseeable and can be forecasted. Also included are: all consumable items that may be necessary as part of day-to-day site operations.</p> <p>Period of Performance: 1 March 2024 - 28 February 2025 Product Service Code: M1BC</p> <p>Product Service Code: M1BC</p>			USD 8,884,152.00	
Option Line Item 1001AA	<p>FFP OPTION PERIOD ONE LABOR Operations, Maintenance and Support Services</p> <p>Period of Performance: 1 March 2024 - 28 February 2025 Product Service Code: M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	12	Months	USD 717,482.00	<p>Firm Price USD 8,609,784.00</p>
	<p>FFP OPTION PERIOD ONE Non-LABOR</p>				

Option Line Item 1001AB	<p>Operations, Maintenance and Support</p> <p>Period of Performance: 1 March 2024 - 28 February 2025 Product Service Code: M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	12	Months	USD 22,864.00	Firm Price USD 274,368.00
Option Line Item 1002	<p>FFP OPTION PERIOD ONE MILSTAR (FAB-T) Services</p> <p>Contractor shall provide non-personal services, including all personnel, supervision, transportation, items and services necessary to perform contract requirements as defined in the PARCS PWS, inclusive of deliverables.</p> <p>Period of Performance: 01 Mar 2024 - 28 Feb 2025 Product Service Code: M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	12	Months	USD 8,752.00	Firm Price USD 105,024.00
Option Line Item 1003	<p>FFP OPTION PERIOD ONE Environmental and Pollution Prevention Services</p> <p>Contractor shall implement and maintain the Pollution Prevention Plan and provide non-personal services for all personnel, supervision, transportation, items and services necessary to perform services in accordance with the PWS.</p> <p>Period of Performance 01 Mar 2024 - 28 Feb 2025 Product Service Code M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	12	Months	USD 10,872.00	Firm Price USD 130,464.00
Option Line Item 1004	<p>FFP OPTION PERIOD ONE Knowledge Management and Retention</p> <p>Contractor shall implement and maintain a Knowledge Management and Retention Plan in accordance with the PWS, inclusive of deliverables. All, some or none of the contractor's technical proposal will be added to the contract, or incorporated into the PWS, or this CLIN.</p> <p>Period of Performance 01 March 2024 - 28 Feb 2025 Product Service Code M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	12	Months	Not Separately Priced	
	<p>COST No Fee OPTION PERIOD ONE</p>				

<p>Option Line Item 1005</p>	<p>OM&amp;S Local Purchase/Travel/Surge Costs</p> <p>Contractor shall be reimbursed for weapon system parts not obtainable through ILS-S and parts/materials necessary in support of and in accordance with the PWS. The Contractor shall be reimbursed for Government approved TDY and non-local travel in accordance with the PWS. The Contractor shall be reimbursed for precoordinated and Contracting Officer approved labor surges in accordance with the PWS.</p> <p>Period of Performance 01 Mar 2024 - 28 Feb 2025</p> <p>Product Service Code: M1BC Pricing Arrangement: Cost No Fee</p>	<p>12</p>	<p>Months</p>	<p>Not to Exceed</p>	<p>Estimated Cost USD 555,000.00</p>
<p>Option Line Item 1006</p>	<p>COST No Fee OPTION PERIOD ONE Environmental and Pollution Prevention Costs</p> <p>Contractor shall be reimbursed for environmental compliance and pollution prevention costs in accordance with the PWS.</p> <p>Period of Performance 01 March 2024 - 28 Feb 2025</p> <p>Product Service Code: M1BC Pricing Arrangement: Cost No Fee</p>	<p>12</p>	<p>Months</p>	<p>Not to Exceed</p>	<p>Estimated Cost USD 50,000.00</p>
<p>Option Line Item 1007</p>	<p>COST No Fee OPTION PERIOD ONE Vehicle Fuel Costs</p> <p>Contractor shall be reimbursed for vehicle fuel purchases in accordance with the PWS.</p> <p>Period of Performance 01 March 2024 - 28 Feb 2025</p> <p>Product Service Code: M1BC Pricing Arrangement: Cost No Fee</p>	<p>12</p>	<p>Months</p>	<p>Not to Exceed</p>	<p>Estimated Cost USD 24,000.00</p>
<p>Option Line Item 1008</p>	<p>SubCLIN TYPE and Value to be negotiated OPTION PERIOD ONE Individual Job Orders (IJO)</p> <p>Separately negotiated projects within the scope of the contract not specifically identified in the PWS, but which is still within the general scope of the contract in accordance with the PWS. The Government anticipates using firm-fixed-price or cost reimbursable IJOs and under special circumstances a cost-plus-fixed-fee may be used. IJO CLIN type will be determined by the Contracting Officer on a case-by-case basis depending on the nature of the work.</p> <p>Period of Performance 01 March 2024 - 28 Feb 2025 Product Service Code M1BC</p>			<p>To Be Negotiated</p>	

	Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price				
Option Line Item 2001	<p>FFP OPTION PERIOD TWO</p> <p>Operations, Maintenance, and Support Services Contractor shall provide non-personal services for all personnel, supervision, transportation, items and services necessary to perform as defined in the PARCS PWS, inclusive of deliverables. Included are all equipment, parts, labor and associated costs for all maintenance that is foreseeable and can be forecasted. Also included are: all consumable items that may be necessary as part of day-to-day site operations.</p> <p>Period of Performance: 1 March 2025 - 28 February 2026 Product Service Code: M1BC</p> <p>Product Service Code: M1BC</p>			USD 8,938,104.00	
Option Line Item 2001AA	<p>FFP OPTION PERIOD TWO LABOR</p> <p>Period of Performance: 1 March 2025 - 28 February 2026 Product Service Code: M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	12	Months	USD 720,874.00	Firm Price USD 8,650,488.00
Option Line Item 2001AB	<p>FFP OPTION PERIOD TWO Non-LABOR</p> <p>Period of Performance: 1 March 2025 - 28 February 2026 Product Service Code: M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	12	Months	USD 23,968.00	Firm Price USD 287,616.00
Option Line Item 2002	<p>FFP OPTION PERIOD Two MILSTAR (FAB-T) Services</p> <p>Contractor shall provide non-personal services, including all personnel, supervision, transportation, items and services necessary to perform contract requirements as defined in the PARCS PWS, inclusive of deliverables.</p> <p>Period of Performance: 01 Mar 2025 - 28 Feb 2026 Product Service Code: M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	12	Months	USD 8,761.00	Firm Price USD 105,132.00
	FFP OPTION PERIOD TWO Environmental and Pollution Prevention				

<p>Option Line Item 2003</p>	<p>Services</p> <p>Contractor shall implement and maintain the Pollution Prevention Plan and provide non-personal services for all personnel, supervision, transportation, items and services necessary to perform services in accordance with the PWS.</p> <p>Period of Performance 01 Mar 2025 - 28 Feb 2026 Product Service Code M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	<p>12</p>	<p>Months</p>	<p>USD 11,109.00</p>	<p>Firm Price USD 133,308.00</p>
<p>Option Line Item 2004</p>	<p>FFP OPTION PERIOD TWO Knowledge Management and Retention</p> <p>Contractor shall implement and maintain a Knowledge Management and Retention Plan in accordance with the PWS, inclusive of deliverables. All, some or none of the contractor's technical proposal will be added to the contract, or incorporated into the PWS, or this CLIN.</p> <p>Period of Performance 01 Mar 2025 - 28 Feb 2026 Product Service Code M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	<p>12</p>	<p>Months</p>	<p>Not Separately Priced</p>	
<p>Option Line Item 2005</p>	<p>COST No Fee OPTION PERIOD TWO OM&amp;S Local Purchase/Travel/Surge Costs</p> <p>Contractor shall be reimbursed for weapon system parts not obtainable through ILS-S and parts/materials necessary in support of and in accordance with the PWS. The Contractor shall be reimbursed for Government approved TDY and non-local travel in accordance with the PWS. The Contractor shall be reimbursed for precoordinated and Contracting Officer approved labor surges in accordance with the PWS.</p> <p>Period of Performance 01 Mar 2025 - 28 Feb 2026</p> <p>Product Service Code: M1BC Pricing Arrangement: Cost No Fee</p>	<p>12</p>	<p>Months</p>	<p>Not to Exceed</p>	<p>Estimated Cost USD 555,000.00</p>
<p>Option Line Item 2006</p>	<p>COST No Fee OPTION PERIOD TWO Environmental and Pollution Prevention Costs</p> <p>Contractor shall be reimbursed for environmental compliance and pollution prevention costs in accordance with the PWS.</p> <p>Period of Performance 01 March 2025 - 28 Feb 2026</p>	<p>12</p>	<p>Months</p>	<p>Not to Exceed</p>	<p>Estimated Cost USD 50,000.00</p>

	Product Service Code: M1BC Pricing Arrangement: Cost No Fee				
Option Line Item 2007	<p>COST No Fee OPTION PERIOD TWO Vehicle Fuel Costs</p> <p>Contractor shall be reimbursed for vehicle fuel purchases in accordance with the PWS.</p> <p>Period of Performance 01 March 2025 - 28 Feb 2026</p> <p>Product Service Code: M1BC Pricing Arrangement: Cost No Fee</p>	12	Months	Not to Exceed	Estimated Cost USD 24,000.00
Option Line Item 2008	<p>SubCLIN TYPE and Value to be negotiated OPTION PERIOD TWO Individual Job Orders (IJO)</p> <p>Separately negotiated projects within the scope of the contract not specifically identified in the PWS, but which is still within the general scope of the contract in accordance with the PWS. The Government anticipates using firm-fixed- price or cost reimbursable IJOs and under special circumstances a cost-plus-fixed-fee may be used. IJO CLIN type will be determined by the Contracting Officer on a case-by-case basis depending on the nature of the work.</p> <p>Period of Performance 01 March 2025 - 28 Feb 2026 Product Service Code M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>			To Be Negotiated	
Option Line Item 3001	<p>FFP OPTION PERIOD THREE</p> <p>Operations, Maintenance, and Support Services Contractor shall provide non-personal services for all personnel, supervision, transportation, items and services necessary to perform as defined in the PARCS PWS, inclusive of deliverables. Included are all equipment, parts, labor and associated costs for all maintenance that is foreseeable and can be forecasted. Also included are: all consumable items that may be necessary as part of day-to-day site operations.</p> <p>Period of Performance: 1 March 2026 - 28 February 2027 Product Service Code: M1BC</p> <p>Product Service Code: M1BC</p>			USD 9,011,880.00	
Option Line Item 3001AA	<p>FFP OPTION PERIOD THREE LABOR Operations, Maintenance and Support Services</p> <p>Period of Performance: 1 March 2026 - 28 February 2027</p>	12	Months	USD 725,308.00	Firm Price USD 8,703,696.00

	<p>Product Service Code: M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>				
Option Line Item 3001AB	<p>FFP OPTION PERIOD THREE Non-LABOR Operations, Maintenance and Support</p> <p>Period of Performance: 1 March 2026 - 28 February 2027 Product Service Code: M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	12	Months	USD 25,682.00	Firm Price USD 308,184.00
Option Line Item 3002	<p>FFP OPTION PERIOD THREE MILSTAR (FAB-T) Services</p> <p>Contractor shall provide non-personal services, including all personnel, supervision, transportation, items and services necessary to perform contract requirements as defined in the PARCS PWS, inclusive of deliverables.</p> <p>Period of Performance: 01 Mar 2026 - 28 Feb 2027 Product Service Code: M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	12	Months	USD 8,790.00	Firm Price USD 105,480.00
Option Line Item 3003	<p>FFP OPTION PERIOD THREE Environmental and Pollution Prevention Services</p> <p>Contractor shall implement and maintain the Pollution Prevention Plan and provide non-personal services for all personnel, supervision, transportation, items and services necessary to perform services in accordance with the PWS.</p> <p>Period of Performance 01 Mar 2026 - 28 Feb 2027 Product Service Code M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	12	Months	USD 11,380.00	Firm Price USD 136,560.00
Option Line Item 3004	<p>FFP OPTION PERIOD THREE Knowledge Management and Retention</p> <p>Contractor shall implement and maintain a Knowledge Management and Retention Plan in accordance with the PWS, inclusive of deliverables. All, some or none of the contractor's technical proposal will be added to the contract, or incorporated into the PWS, or this CLIN.</p> <p>Period of Performance 01 Mar 2026 - 28 Feb 2027</p>	12	Months	Not Separately Priced	

	<p>Product Service Code M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>				
Option Line Item 3005	<p>COST No Fee OPTION PERIOD THREE OM&amp;S Local Purchase/Travel/Surge Costs</p> <p>Contractor shall be reimbursed for weapon system parts not obtainable through ILS-S and parts/materials necessary in support of and in accordance with the PWS. The Contractor shall be reimbursed for Government approved TDY and non-local travel in accordance with the PWS. The Contractor shall be reimbursed for precoordinated and Contracting Officer approved labor surges in accordance with the PWS.</p> <p>Period of Performance 01 Mar 2026 - 28 Feb 2027</p> <p>Product Service Code: M1BC Pricing Arrangement: Cost No Fee</p>	12	Months	Not to Exceed	Estimated Cost USD 555,000.00
Option Line Item 3006	<p>COST No Fee OPTION PERIOD THREE Environmental and Pollution Prevention Costs</p> <p>Contractor shall be reimbursed for environmental compliance and pollution prevention costs in accordance with the PWS.</p> <p>Period of Performance 01 March 2026 - 28 Feb 2027</p> <p>Product Service Code: M1BC Pricing Arrangement: Cost No Fee</p>	12	Months	Not to Exceed	Estimated Cost USD 50,000.00
Option Line Item 3007	<p>COST No Fee OPTION PERIOD THREE Vehicle Fuel Costs</p> <p>Contractor shall be reimbursed for vehicle fuel purchases in accordance with the PWS.</p> <p>Period of Performance 01 March 2026 - 28 Feb 2027</p> <p>Product Service Code: M1BC Pricing Arrangement: Cost No Fee</p>	12	Months	Not to Exceed	Estimated Cost USD 24,000.00
Option Line Item 3008	<p>SubCLIN TYPE and Value to be negotiated OPTION PERIOD THREE Individual Job Orders (IJO)</p> <p>Separately negotiated projects within the scope of the contract not specifically identified in the PWS, but which is still within the general scope of the contract in accordance with the PWS. The Government anticipates using firm-fixed-price or cost reimbursable IJOs and under special circumstances a cost-plus-fixed-fee may be used. IJO CLIN type will be determined by the Contracting Officer on a</p>			To Be Negotiated	

	<p>case-by-case basis depending on the nature of the work.</p> <p>Period of Performance 01 March 2026 - 28 Feb 2027 Product Service Code M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>				
Option Line Item 4001	<p>FFP OPTION PERIOD FOUR</p> <p>Operations, Maintenance, and Support Services Contractor shall provide non-personal services for all personnel, supervision, transportation, items and services necessary to perform as defined in the PARCS PWS, inclusive of deliverables. Included are all equipment, parts, labor and associated costs for all maintenance that is foreseeable and can be forecasted. Also included are: all consumable items that may be necessary as part of day-to-day site operations.</p> <p>Period of Performance: 1 March 2027 - 29 February 2028 Product Service Code: M1BC</p>			USD 9,025,248.00	
Option Line Item 4001AA	<p>FFP OPTION PERIOD FOUR LABOR Operations, Maintenance and Support Services</p> <p>Period of Performance: 1 March 2027 - 29 February 2028 Product Service Code: M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	12	Months	USD 725,759.00	Firm Price USD 8,709,108.00
Option Line Item 4001AB	<p>FFP OPTION PERIOD FOUR Non-LABOR Operations, Maintenance and Support</p> <p>Period of Performance: 1 March 2027 - 29 February 2028 Product Service Code: M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	12	Months	USD 26,345.00	Firm Price USD 316,140.00
Option Line Item 4002	<p>FFP OPTION PERIOD FOUR MILSTAR (FAB-T) Services</p> <p>Contractor shall provide non-personal services, including all personnel, supervision, transportation, items and services necessary to perform contract requirements as defined in the PARCS PWS, inclusive of deliverables.</p> <p>Period of Performance: 01 Mar 2027 - 29 Feb 2028</p>	12	Months	USD 8,761.00	Firm Price USD 105,132.00

	<p>Product Service Code: M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>				
Option Line Item 4003	<p>FFP OPTION PERIOD FOUR Environmental and Pollution Prevention Services</p> <p>Contractor shall implement and maintain the Pollution Prevention Plan and provide non-personal services for all personnel, supervision, transportation, items and services necessary to perform services in accordance with the PWS.</p> <p>Period of Performance 01 Mar 2027 - 29 Feb 2028 Product Service Code M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	12	Months	USD 11,572.00	Firm Price USD 138,864.00
Option Line Item 4004	<p>FFP OPTION PERIOD FOUR Knowledge Management and Retention</p> <p>Contractor shall implement and maintain a Knowledge Management and Retention Plan in accordance with the PWS, inclusive of deliverables. All, some or none of the contractor's technical proposal will be added to the contract, or incorporated into the PWS, or this CLIN.</p> <p>Period of Performance 01 Mar 2027 - 29 Feb 2028 Product Service Code M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	12	Months	Not Separately Priced	
Option Line Item 4005	<p>COST No Fee OPTION PERIOD FOUR OM&amp;S Local Purchase/Travel/Surge Costs</p> <p>Contractor shall be reimbursed for weapon system parts not obtainable through ILS-S and parts/materials necessary in support of and in accordance with the PWS. The Contractor shall be reimbursed for Government approved TDY and non-local travel in accordance with the PWS. The Contractor shall be reimbursed for precoordinated and Contracting Officer approved labor surges in accordance with the PWS.</p> <p>Period of Performance 01 Mar 2027 - 29 Feb 2028</p> <p>Product Service Code: M1BC Pricing Arrangement: Cost No Fee</p>	12	Months	Not to Exceed	Estimated Cost USD 555,000.00
	<p>COST No Fee OPTION PERIOD FOUR Environmental and Pollution Prevention Costs</p>				

Option Line Item 4006	<p>Contractor shall be reimbursed for environmental compliance and pollution prevention costs in accordance with the PWS.</p> <p>Period of Performance 01 March 2027 - 29 Feb 2028</p> <p>Product Service Code: M1BC Pricing Arrangement: Cost No Fee</p>	12	Months	Not to Exceed	Estimated Cost USD 50,000.00
Option Line Item 4007	<p>COST No Fee OPTION PERIOD FOUR Vehicle Fuel Costs</p> <p>Contractor shall be reimbursed for vehicle fuel purchases in accordance with the PWS.</p> <p>Period of Performance 01 March 2027 - 29 Feb 2028</p> <p>Product Service Code: M1BC Pricing Arrangement: Cost No Fee</p>	12	Months	Not to Exceed	Estimated Cost USD 24,000.00
Option Line Item 4008	<p>SubCLIN TYPE and Value to be negotiated OPTION PERIOD FOUR Individual Job Orders (IJO)</p> <p>Separately negotiated projects within the scope of the contract not specifically identified in the PWS, but which is still within the general scope of the contract in accordance with the PWS. The Government anticipates using firm-fixed-price or cost reimbursable IJOs and under special circumstances a cost-plus-fixed-fee may be used. IJO CLIN type will be determined by the Contracting Officer on a case-by-case basis depending on the nature of the work.</p> <p>Period of Performance 01 March 2027 - 29 Feb 2028 Product Service Code M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>			To Be Negotiated	
Option Line Item 5001	<p>FFP OPTION PERIOD FIVE</p> <p>Operations, Maintenance, and Support Services Contractor shall provide non-personal services for all personnel, supervision, transportation, items and services necessary to perform as defined in the PARCS PWS, inclusive of deliverables. Included are all equipment, parts, labor and associated costs for all maintenance that is foreseeable and can be forecasted. Also included are: all consumable items that may be necessary as part of day-to-day site operations.</p> <p>Period of Performance: 1 March 2028 - 28 February 2029 Product Service Code: M1BC</p>			USD 9,068,952.00	

<p>Option Line Item 5001AA</p>	<p>FFP OPTION PERIOD FIVE LABOR Operations, Maintenance and Support Services</p> <p>Period of Performance: 1 March 2028 - 28 February 2029 Product Service Code: M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	<p>12</p>	<p>Months</p>	<p>USD 728,122.00</p>	<p>Firm Price USD 8,737,464.00</p>
<p>Option Line Item 5001AB</p>	<p>FFP OPTION PERIOD FIVE Non-LABOR Operations, Maintenance and Support Services</p> <p>Period of Performance: 1 March 2028 - 28 February 2029 Product Service Code: M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	<p>12</p>	<p>Months</p>	<p>USD 27,624.00</p>	<p>Firm Price USD 331,488.00</p>
<p>Option Line Item 5002</p>	<p>FFP OPTION PERIOD FIVE MILSTAR (FAB-T) Services</p> <p>Contractor shall provide non-personal services, including all personnel, supervision, transportation, items and services necessary to perform contract requirements as defined in the PARCS PWS, inclusive of deliverables.</p> <p>Period of Performance: 01 Mar 2028 - 28 Feb 2029 Product Service Code: M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	<p>12</p>	<p>Months</p>	<p>USD 8,746.00</p>	<p>Firm Price USD 104,952.00</p>
<p>Option Line Item 5003</p>	<p>FFP OPTION PERIOD FIVE Environmental and Pollution Prevention Services</p> <p>Contractor shall implement and maintain the Pollution Prevention Plan and provide non-personal services for all personnel, supervision, transportation, items and services necessary to perform services in accordance with the PWS.</p> <p>Period of Performance 01 Mar 2028 - 28 Feb 2029 Product Service Code M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	<p>12</p>	<p>Months</p>	<p>USD 11,713.00</p>	<p>Firm Price USD 140,556.00</p>
	<p>FFP OPTION PERIOD FIVE Knowledge Management and Retention</p> <p>Contractor shall implement and maintain a Knowledge Management and Retention Plan in accordance with the PWS, inclusive of</p>				

Option Line Item 5004	<p>deliverables. All, some or none of the contractor's technical proposal will be added to the contract, or incorporated into the PWS, or this CLIN.</p> <p>Period of Performance 01 Mar 2028 - 28 Feb 2029 Product Service Code M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	12	Months	Not Separately Priced	
Option Line Item 5005	<p>COST No Fee OPTION PERIOD FIVE OM&amp;S Local Purchase/Travel/Surge Costs</p> <p>Contractor shall be reimbursed for weapon system parts not obtainable through ILS-S and parts/materials necessary in support of and in accordance with the PWS. The Contractor shall be reimbursed for Government approved TDY and non-local travel in accordance with the PWS. The Contractor shall be reimbursed for precoordinated and Contracting Officer approved labor surges in accordance with the PWS.</p> <p>Period of Performance 01 Mar 2028 - 28 Feb 2029</p> <p>Product Service Code: M1BC Pricing Arrangement: Cost No Fee</p>	12	Months	Not to Exceed	Estimated Cost USD 555,000.00
Option Line Item 5006	<p>COST No Fee OPTION PERIOD FIVE Environmental and Pollution Prevention Costs</p> <p>Contractor shall be reimbursed for environmental compliance and pollution prevention costs in accordance with the PWS.</p> <p>Period of Performance 01 March 2028 - 28 Feb 2029</p> <p>Product Service Code: M1BC Pricing Arrangement: Cost No Fee</p>	12	Months	Not to Exceed	Estimated Cost USD 50,000.00
Option Line Item 5007	<p>COST No Fee OPTION PERIOD FIVE Vehicle Fuel Costs</p> <p>Contractor shall be reimbursed for vehicle fuel purchases in accordance with the PWS.</p> <p>Period of Performance 01 March 2028 - 28 Feb 2029</p> <p>Product Service Code: M1BC Pricing Arrangement: Cost No Fee</p>	12	Months	Not to Exceed	Estimated Cost USD 24,000.00
	<p>SubCLIN TYPE and Value to be negotiated OPTION PERIOD FIVE Individual Job Orders (IJO)</p> <p>Separately negotiated projects within the scope of the contract not specifically identified in the</p>				

<p>Option Line Item 5008</p>	<p>PWS, but which is still within the general scope of the contract in accordance with the PWS. The Government anticipates using firm-fixed-price or cost reimbursable IJOs and under special circumstances a cost-plus-fixed-fee may be used. IJO CLIN type will be determined by the Contracting Officer on a case-by-case basis depending on the nature of the work.</p> <p>Period of Performance 01 March 2028 - 28 Feb 2029 Product Service Code M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>			<p>To Be Negotiated</p>	
<p>Option Line Item 6001</p>	<p>FFP OPTIONAL EXTENSION OF SERVICES LABOR</p> <p>Operations, Maintenance, and Support Services Contractor shall provide non-personal services for all personnel, supervision, transportation, items and services necessary to perform as defined in the PARCS PWS, inclusive of deliverables. Included are all equipment, parts, labor and associated costs for all maintenance that is foreseeable and can be forecasted. Also included are: all consumable items that may be necessary as part of day-to-day site operations</p> <p>Period of Performance: 1 Mar 2029 - 31 Aug 2029 Product Service Code: M1BC</p> <p>Product Service Code: M1BC</p>			<p>USD 4,534,476.00</p>	
<p>Option Line Item 6001AA</p>	<p>FFP OPTIONAL EXTENSION OF SERVICES LABOR Operations, Maintenance and Support Services</p> <p>Period of Performance: 1 Mar 2029 - 31 Aug 2029 Product Service Code: M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	<p>6</p>	<p>Months</p>	<p>USD 728,122.00</p>	<p>Firm Price USD 4,368,732.00</p>
<p>Option Line Item 6001AB</p>	<p>FFP OPTIONAL EXTENSION OF SERVICES Non-LABOR Operations, Maintenance and Support</p> <p>Period of Performance: 1 Mar 2029 - 31 Aug 2029 Product Service Code: M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	<p>6</p>	<p>Months</p>	<p>USD 27,624.00</p>	<p>Firm Price USD 165,744.00</p>
	<p>FFP OPTIONAL EXTENSION OF SERVICES MILSTAR (FAB-T) Services</p>				

<p>Option Line Item 6002</p>	<p>Contractor shall provide non-personal services, including all personnel, supervision, transportation, items and services necessary to perform contract requirements as defined in the PARCS PWS, inclusive of deliverables.</p> <p>Period of Performance: 01 Mar 2029 - 31 Aug 2029 Product Service Code: M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	<p>6</p>	<p>Months</p>	<p>USD 8,746.00</p>	<p>Firm Price USD 52,476.00</p>
<p>Option Line Item 6003</p>	<p>FFP OPTIONAL EXTENSION OF SERVICES Environmental and Pollution Prevention Services</p> <p>Contractor shall implement and maintain the Pollution Prevention Plan and provide non-personal services for all personnel, supervision, transportation, items and services necessary to perform services in accordance with the PWS.</p> <p>Period of Performance 01 Mar 2029 - 31 Aug 2029 Product Service Code M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	<p>6</p>	<p>Months</p>	<p>USD 11,713.00</p>	<p>Firm Price USD 70,278.00</p>
<p>Option Line Item 6004</p>	<p>FFP OPTIONAL EXTENSION OF SERVICES Knowledge Management and Retention</p> <p>Contractor shall implement and maintain a Knowledge Management and Retention Plan in accordance with the PWS, inclusive of deliverables. All, some or none of the contractor's technical proposal will be added to the contract, or incorporated into the PWS, or this CLIN.</p> <p>Period of Performance 01 Mar 2029 - 31 Aug 20296 Product Service Code M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>	<p>6</p>	<p>Months</p>	<p>Not Separately Priced</p>	
<p>Option Line Item 6005</p>	<p>COST No Fee OPTIONAL EXTENSION OF SERVICES OM&amp;S Local Purchase/Travel/Surge Costs</p> <p>Contractor shall be reimbursed for weapon system parts not obtainable through ILS-S and parts/materials necessary in support of and in accordance with the PWS. The Contractor shall be reimbursed for Government approved TDY and non-local travel in accordance with the PWS. The Contractor shall be reimbursed for precoordinated and Contracting Officer approved labor surges in accordance with the PWS.</p>	<p>6</p>	<p>Months</p>	<p>Not to Exceed</p>	<p>Estimated Cost USD 277,500.00</p>

	<p>Period of Performance 01 Mar 2029 - 31 Aug 2029</p> <p>Product Service Code: M1BC Pricing Arrangement: Cost No Fee</p>				
Option Line Item 6006	<p>COST No Fee OPTION PERIOD SIX Environmental and Pollution Prevention Costs</p> <p>Contractor shall be reimbursed for environmental compliance and pollution prevention costs in accordance with the PWS.</p> <p>Period of Performance 01 March 2029 - 31 Aug 2029</p> <p>Product Service Code: M1BC Pricing Arrangement: Cost No Fee</p>	6	Months	Not to Exceed	Estimated Cost USD 25,000.00
Option Line Item 6007	<p>COST No Fee OPTIONAL EXTENSION OF SERVICES Vehicle Fuel Costs</p> <p>Contractor shall be reimbursed for vehicle fuel purchases in accordance with the PWS.</p> <p>Period of Performance 01 March 2029 - 31 Aug 2029</p> <p>Product Service Code: M1BC Pricing Arrangement: Cost No Fee</p>	6	Months	Not to Exceed	Estimated Cost USD 12,000.00
Option Line Item 6008	<p>SubCLIN TYPE and Value to be negotiated OPTIONAL EXTENSION OF SERVICES Individual Job Orders (IJO)</p> <p>Separately negotiated projects within the scope of the contract not specifically identified in the PWS, but which is still within the general scope of the contract in accordance with the PWS. The Government anticipates using firm-fixed-price or cost reimbursable IJOs and under special circumstances a cost-plus-fixed-fee may be used. IJO CLIN type will be determined by the Contracting Officer on a case-by-case basis depending on the nature of the work.</p> <p>Period of Performance 01 March 2029 - 31 Aug 2029 Product Service Code M1BC</p> <p>Product Service Code: M1BC Pricing Arrangement: Firm Fixed Price</p>			To Be Negotiated	

## **Section C - Description/Specifications/Statement of Work**

### **Requirements**

Perimeter Acquisition Radar Attack Characterization System (PARCS) Operation Maintenance and Support Services.

The following documents, which constitute the work description, specifications and Performance Work Statement (PWS) define the requirements for performance under this contract, are hereby incorporated into this contract by reference or full text throughout. A detailed list of attachments and exhibits is defined in Part III - List of Documents, Exhibits, and Other Attachments, Section J - List of Attachments.

## **Section D - Packaging and Marking**

Packaging, marking, and shipping of technical data, hardware, software or other materials to be delivered pursuant to this contract shall be in accordance with the PWS. Otherwise, standard commercial practices for routine, miscellaneous materials will be satisfactory if sufficiently done to protect the material(s) during transit.

See PWS Section 1, Chapter 6.10 - Distribution.

## Section E - Inspection and Acceptance

1. The Government reserves the right to perform quality assurance inspections at the place(s) of performance identified in this contract or any location delivery takes place. The Government will inspect the Contractor's submission(s) / deliverable(s) and service(s) and/or product(s) as specified in this contract.
2. Accomplishment of inspection and acceptance will be completed by a designated/nominated Government PARCS Contracting Officer Representative (COR).
3. Government PARCs CORs contact information (name, address, telephone numbers, email, and COR responsibilities) will be provided to the Contractor in a memorandum following award. This memorandum will be updated and distributed accordingly throughout the life of the contract by the Government Contracting Officer.

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.246-2	Inspection of Supplies-Fixed-Price.	Aug 1996
52.246-3	Inspection of Supplies-Cost-Reimbursement.	May 2001
52.246-4	Inspection of Services-Fixed-Price.	Aug 1996
52.246-5	Inspection of Services-Cost-Reimbursement.	Apr 1984
52.246-15	Certificate of Conformance.	Apr 1984
52.246-16	Responsibility for Supplies.	Apr 1984

### DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property.	Apr 2012

### Overall Contract Inspection/Acceptance Locations

0001AA	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
0001AB	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES</p>

	<p>135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
0002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
0003	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
0004	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>

0005	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
0006	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
0007	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
0010	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p>

	<p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
Option Line Item 1001AA	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
Option Line Item 1001AB	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
Option Line Item 1002	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel</p>

	<p>Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 1003</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 1004</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 1005</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 1006</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p>

	<p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
Option Line Item 1007	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
Option Line Item 1008	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
Option Line Item 2001AA	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p>

	<p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 2001AB</p>	<p>Inspection and Acceptance Location Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 2002</p>	<p>Inspection and Acceptance Location Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 2003</p>	<p>Inspection and Acceptance Location Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
	<p>Inspection and Acceptance Location</p>

<p>Option Line Item 2004</p>	<p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 2005</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 2006</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 2007</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES</p>

	<p>135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 3001AA</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 3001AB</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 3002</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>

<p>Option Line Item 3003</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 3004</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 3005</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 3006</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p>

	<p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
Option Line Item 3007	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
Option Line Item 4001AA	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
Option Line Item 4001AB	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel</p>

	<p>Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 4002</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 4003</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 4004</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 4005</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p>

	<p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
Option Line Item 4006	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
Option Line Item 4007	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
Option Line Item 5001AA	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p>

	<p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 5001AB</p>	<p>Inspection and Acceptance Location  Both Destination Instructions: No special instructions.  DoDAAC: F3L2DA CountryCode: USA  21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES  Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 5002</p>	<p>Inspection and Acceptance Location  Both Destination Instructions: No special instructions.  DoDAAC: F3L2DA CountryCode: USA  21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES  Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 5003</p>	<p>Inspection and Acceptance Location  Both Destination Instructions: No special instructions.  DoDAAC: F3L2DA CountryCode: USA  21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES  Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
	<p>Inspection and Acceptance Location</p>

<p>Option Line Item 5004</p>	<p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 5005</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 5006</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 5007</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES</p>

	<p>135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 6001AA</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 6001AB</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 6002</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>

<p>Option Line Item 6003</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 6004</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 6005</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
<p>Option Line Item 6006</p>	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p>

	<p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>
Option Line Item 6007	<p>Inspection and Acceptance Location</p> <p>Both Destination Instructions: No special instructions.</p> <p>DoDAAC: F3L2DA CountryCode: USA</p> <p>21 SW PMD AF BPN NO MILSBILLS PROCESSES 135 DOVER ST COLORADO SPRINGS, CO 80914-1055 UNITED STATES</p> <p>Program Manager Ms. Lisa Markel Email: lisa.markel@spaceforce.mil Telephone: (719) 556-0895</p>



## Section F - Deliveries or Performance

Overall Contract Delivery Period

Period of Performance

From 01 Mar 2023 to 31 Aug 2029

Contractor

Destination

Line Item	Delivery Schedule	QTY	Address and POC
0001AA	Period of Performance From 01 May 2023 To 29 Feb 2024	10 Months	
0001AB	Period of Performance From 01 May 2023 To 29 Feb 2024	10 Months	
0002	Period of Performance From 01 May 2023 To 29 Feb 2024	10 Months	
0003	Period of Performance From 01 May 2023 To 29 Feb 2024	10 Months	
0004	Period of Performance From 01 May 2023 To 29 Feb 2024	10 Months	
0005	Period of Performance From 01 May 2023 To 29 Feb 2024	10 Months	
0006	Period of Performance From 01 May 2023 To 29 Feb 2024	10 Months	
0007	Period of Performance From 01 May 2023 To 29 Feb 2024	10 Months	

0010	Period of Performance From 01 Mar 2023 To 30 Apr 2023	2 Months	
Option Line Item 1001AA	Period of Performance From 01 Mar 2024 To 28 Feb 2025	12 Months	
Option Line Item 1001AB	Period of Performance From 01 Mar 2024 To 28 Feb 2025	12 Months	
Option Line Item 1002	Period of Performance From 01 Mar 2024 To 28 Feb 2025	12 Months	
Option Line Item 1003	Period of Performance From 01 Mar 2024 To 28 Feb 2025	12 Months	
Option Line Item 1004	Period of Performance From 01 Mar 2024 To 28 Feb 2025	12 Months	
Option Line Item 1005	Period of Performance From 01 Mar 2024 To 28 Feb 2025	12 Months	
Option Line Item 1006	Period of Performance From 01 Mar 2024 To 28 Feb 2025	12 Months	
Option Line Item 1007	Period of Performance From 01 Mar 2024 To 28 Feb 2025	12 Months	
Option Line Item 2001AA	Period of Performance From 01 Mar 2025 To 28 Feb 2026	12 Months	
	Period of Performance From	12 Months	

Option Line Item 2001AB	01 Mar 2025 To 28 Feb 2026		
Option Line Item 2002	Period of Performance From 01 Mar 2025 To 28 Feb 2026	12 Months	
Option Line Item 2003	Period of Performance From 01 Mar 2025 To 28 Feb 2026	12 Months	
Option Line Item 2004	Period of Performance From 01 Mar 2025 To 28 Feb 2026	12 Months	
Option Line Item 2005	Period of Performance From 01 Mar 2025 To 28 Feb 2026	12 Months	
Option Line Item 2006	Period of Performance From 01 Mar 2025 To 28 Feb 2026	12 Months	
Option Line Item 2007	Period of Performance From 01 Mar 2025 To 28 Feb 2026	12 Months	
Option Line Item 3001AA	Period of Performance From 01 Mar 2026 To 28 Feb 2027	12 Months	
Option Line Item 3001AB	Period of Performance From 01 Mar 2026 To 28 Feb 2027	12 Months	
Option Line Item 3002	Period of Performance From 01 Mar 2026 To 28 Feb 2027	12 Months	
Option Line Item 3003	Period of Performance From 01 Mar 2026	12 Months	

	To 28 Feb 2027		
Option Line Item 3004	Period of Performance From 01 Mar 2026 To 28 Feb 2027	12 Months	
Option Line Item 3005	Period of Performance From 01 Mar 2026 To 28 Feb 2027	12 Months	
Option Line Item 3006	Period of Performance From 01 Mar 2026 To 28 Feb 2027	12 Months	
Option Line Item 3007	Period of Performance From 01 Mar 2026 To 28 Feb 2027	12 Months	
Option Line Item 4001AA	Period of Performance From 01 Mar 2027 To 29 Feb 2028	12 Months	
Option Line Item 4001AB	Period of Performance From 01 Mar 2027 To 29 Feb 2028	12 Months	
Option Line Item 4002	Period of Performance From 01 Mar 2027 To 29 Feb 2028	12 Months	
Option Line Item 4003	Period of Performance From 01 Mar 2027 To 29 Feb 2028	12 Months	
Option Line Item 4004	Period of Performance From 01 Mar 2027 To 29 Feb 2028	12 Months	
Option Line Item 4005	Period of Performance From 01 Mar 2027 To 29 Feb 2028	12 Months	

Option Line Item 4006	Period of Performance From 01 Mar 2027 To 29 Feb 2028	12 Months	
Option Line Item 4007	Period of Performance From 01 Mar 2027 To 29 Feb 2028	12 Months	
Option Line Item 5001AA	Period of Performance From 01 Mar 2028 To 28 Feb 2029	12 Months	
Option Line Item 5001AB	Period of Performance From 01 Mar 2028 To 28 Feb 2029	12 Months	
Option Line Item 5002	Period of Performance From 01 Mar 2028 To 28 Feb 2029	12 Months	
Option Line Item 5003	Period of Performance From 01 Mar 2028 To 28 Feb 2029	12 Months	
Option Line Item 5004	Period of Performance From 01 Mar 2028 To 28 Feb 2029	12 Months	
Option Line Item 5005	Period of Performance From 01 Mar 2028 To 28 Feb 2029	12 Months	
Option Line Item 5006	Period of Performance From 01 Mar 2028 To 28 Feb 2029	12 Months	
Option Line Item 5007	Period of Performance From 01 Mar 2028 To 28 Feb 2029	12 Months	
	Period of Performance From	6 Months	

Option Line Item 6001AA	01 Mar 2029 To 31 Aug 2029		
Option Line Item 6001AB	Period of Performance From 01 Mar 2029 To 31 Aug 2029	6 Months	
Option Line Item 6002	Period of Performance From 01 Mar 2029 To 31 Aug 2029	6 Months	
Option Line Item 6003	Period of Performance From 01 Mar 2029 To 31 Aug 2029	6 Months	
Option Line Item 6004	Period of Performance From 01 Mar 2029 To 31 Aug 2029	6 Months	
Option Line Item 6005	Period of Performance From 01 Mar 2029 To 31 Aug 2029	6 Months	
Option Line Item 6006	Period of Performance From 01 Mar 2029 To 31 Aug 2029	6 Months	
Option Line Item 6007	Period of Performance From 01 Mar 2029 To 31 Aug 2029	6 Months	

**FAR Clauses Incorporated by Reference**

**Number**  
52.242-15  
52.242-17

**Title**  
Stop-Work Order.  
Government Delay of Work.

**Effective Date**  
Aug 1989  
Apr 1984

## Section G - Contract Administration Data

### Section G - Contract Administration Data

1. Administrative Matters - The names and telephone numbers for the contracting officer, specialist, and program manager will be provided to the contractor in writing.

a. The address and telephone numbers of the Contracting Officer (CO) and Contract Specialist (CS) are:

SpOC SAIO/PKG

135 Dover St Ste. 2225 (Bldg 350)

Peterson SFB CO 80914

Contracting Officer: Listed on Page One (1) Block Seven (7) of the SF33 and will be defined in subsequent contract modifications.

Contract Specialist: Listed on Page One (1) Block Seven (7) of the SF33 and if applicable, will be defined in subsequent contract modifications.

b. The address and phone number of the Program Manager is:

SpOC SAIO/PMG

135 Dover St Ste. 1055 (Bldg 350)

Peterson SFB CO 80914

Program Manager: Will be provided via email upon contract award.

c. The address and telephone number of Defense Contract Management Agency (DCMA) and the Administrative Contracting Officer (ACO) are:

To be completed at time of award and provided via email.

d. The address and telephone number of the cognizant Defense Contract Audit Agency (DCAA) office for this contract is:

To be completed at time of award and provided via email.

e. The paying office for this contract is:

See Block Twenty-Five (25) on Page One (1) of the SF33.

f. The contractor must register through Wide Area Workflow (WAWF) and submit monthly invoices for Electronic Funds Transfer (EFT) payments through WAWF at <https://piee.eb.mil>

2. Submission of Invoices

a. Invoices submitted by the contractor under this contract shall follow the procedures found in DFARS 252.232-7003 "Electronic Submission of Payment Requests and Receiving Reports," and shall cite the amount invoiced for, the date, the contract number, the contract line item number, the applicable ACRN associated with the contract line item number, the description and invoice period. Invoices shall be submitted via the Wide Area Workflow system at <https://piee.eb.mil/> in accordance with the WAWF submittal information at the end this section.

b. Fixed Price CLINs:

i. Submit electronic invoices through Wide Area Work Flow - Receipts and Acceptance (WAWF- RA) on the Internet at <https://piee.eb.mil>. The "Invoice 2-in-1" electronic document shall be used for all fixed-price billings and shall function as both the Inspection and Acceptance document and the Billing document. The "Invoice 2-in-1" electronic document shall be prepared by the contractor then routed to the PARCS Program Manager, DoDAAC: F3L2DA (this BPN/DoDAAC shall be input into the "Ship to Code/Extension" block of the Invoice 2-in-1 document), for acceptance before being routed to the Payment Office.

c. Cost Reimbursable CLINs:

i. The contractor shall submit electronic billings through Wide Area Work Flow - Receipts and Acceptance (WAWF-RA) via the internet at <https://piee.eb.mil/>. A Cost Voucher document shall be used for all cost reimbursable billings. The "Invoice 2-in-1" electronic document shall be prepared by the contractor then routed to the PARCS Program Manager (SAM-D/PMG), DoDAAC F3L2DA (aforementioned DoDAAC shall be input into the Ship to Code/Extension block of the "Invoice 2-in-1" document), for acceptance before being routed to the Payment Office.

ii. When submitting a cost reimbursable invoice, the contractor shall adhere to the following process:

1) Prior to submission of the invoice, the contractor shall submit proposed reimbursable costs to the on-site Contracting Officer's Representative (COR) for authorization IAW PWS paragraphs 1.2.5, 6.2 and 6.3, with courtesy copies to the PARCS Program Manager and the Contracting Officer. Submit for authorization only those costs that are determined to be reimbursable IAW the PWS.

2) Authorization requests for such purchases shall include the balance of funds available on the cost reimbursement CLIN from which the contractor will seek cost reimbursement for the item.

3) After reimbursable costs are authorized by the on-site COR, submit the invoice, along with supporting documentation (including receipts) and shipping costs, to the PARCS Program Manager for approval. For purchases over \$5,000.00, include receipts.

iii. Cost reimbursable CLINs for which the contractor is billing shall be submitted no later than 90 days after costs are incurred. Additionally, when multiple billings are anticipated under cost reimbursable CLINs/subCLINs with "1 Job" as the unit of issue, include the following statement in the billing description: "Multiple billings are anticipated; do not close down this subCLIN."

iv. General and Administrative (G&A) expenses and/or other applicable indirect cost burdens (when applicable) will be allowed; fee/profit will not be allowed.

3. Consideration and Payment

a. The paying office identified above shall allocate and record the amounts paid to the accounting classification citations in the contract using the table found at [https://www.acq.osd.mil/dpap/dars/pgi/pgi\\_hm/current/PGI204\\_71.htm#payment\\_instructions](https://www.acq.osd.mil/dpap/dars/pgi/pgi_hm/current/PGI204_71.htm#payment_instructions) based on the type of payment request submitted (see DFARS 252.232-7006) and the type of effort.

b. Cost Reimbursables. For the cost reimbursable (CR) CLINs, the Government will pay the contractor such costs as are determined to be allowable, allocable, and reasonable in accordance with Part 31, Subpart 31.2, of the Federal Acquisition Regulation. For the purposes of this provision, allowable items of cost shall include costs for all Government-approved equipment, materials, supplies and parts which are not foreseeable and cannot be forecasted, and G&A burden (when applicable) for those purchases authorized by and in accordance with the PWS. Fee/profit will not be allowed.

i. TDY/Travel. The Government will reimburse the contractor in accordance with FAR 31.205-46 for TDY/non-local travel as determined to be necessary by the Contracting Officer for the performance of the contract, as stated in the PARCS PWS. Travel Authorizations to cover non-local travel shall be prepared by the contractor as required. Business travel shall be coordinated with and approved by the Contracting Officer no less than one week in advance of travel date. One copy of all Travel Authorizations shall be provided to the Contracting Officer. To the extent available, the contractor shall use suitable Government quarters, messing and transportation facilities. General and Administrative (G&A) expenses (when applicable) will be allowed; fee/profit will not be allowed.

ii. The Government will reimburse the contractor for actual transportation fare via the most direct routes between place of origin and destination. Cost for delays en route (excluding Government-caused delays) will not be reimbursed. Applicable burdens are allowable if travel is normally part of the specific allocation base. Fee/profit will not be allowed.

iii. The Government will not reimburse the contractor for local travel or non-TDY travel.

4. Payments

a. All payments under this contract will be in U.S. dollars.

5. Contractor's Contract Administration

a. The contractor's contract administration functions will be performed at the following address:

To be provided to the Contracting Officer and Administration Office upon award via email.

6. Criticality Designator Code (CDC)

IAW FAR Part 42.1105: Criticality Designator Code (CDC): C

ACRN	Line of Accounting	Amount
AA	5733410 A83 83MH 33BR9G 01 55428 C3912S 387700 F87700	USD 8,629,390.00
AB	5733410 A83 83MH 33BR9D 01 55528 C3601S 387700 F87700	USD 88,160.00

ACRN	CLIN/SLIN/ELIN	CIN	Amount

AA	0001AA	00000000000008594382	USD 7,278,270.00
	0001AB	00000000000008594384	USD 289,730.00
	0003	00000000000008594386	USD 105,110.00
	0005	00000000000008594387	USD 462,000.00
	0006	00000000000008594388	USD 41,000.00
	0007	00000000000008594389	USD 20,000.00
	0010	00000000000008594385	USD 433,280.00
AB	0002	00000000000008594383	USD 88,160.00

**DFARS Clauses Incorporated by Reference**

Number	Title	Effective Date
252.201-7000	Contracting Officer's Representative.	Dec 1991
252.204-7006	Billing Instructions.	Oct 2005
252.231-7000	Supplemental Cost Principles	Dec 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports.	Dec 2018

**DFARS Clauses Incorporated by Full Text**

**252.232-7006 Wide Area WorkFlow Payment Instructions. Dec 2018**

As prescribed in 232.7004(b), use the following clause:

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.

\_\_\_ N/A \_\_\_

(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.

\_\_\_ Invoice 2in1 \_\_\_

(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.

(f) 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\*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC \_\_\_ F87700 \_\_\_

Issue By DoDAAC \_\_\_ FA2518 \_\_\_

Admin DoDAAC \_\_\_ FA2518 \_\_\_

Inspect By DoDAAC \_\_\_ F3L2DA \_\_\_

Ship To Code \_\_\_\_\_

Ship From Code \_\_\_\_\_

Mark For Code \_\_\_\_\_

Service Approver (DoDAAC) \_\_\_ F3L2DA \_\_\_

Service Acceptor (DoDAAC) \_\_\_ F3L2DA \_\_\_

Accept at Other DoDAAC \_\_\_\_\_

LPO DoDAAC \_\_\_\_\_

DCAA Auditor DoDAAC \_\_\_\_\_

Other DoDAAC(s) \_\_\_ N/A \_\_\_

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

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

(g) WAWF point of contact.

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

\_\_\_ Not Applicable \_\_\_

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

(End of clause)

**252.232-7007 Limitation of Government's Obligation. Apr 2014**

As prescribed in 232.706-70, use the following clause:

LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) phase-in and base year CLINs are fully funded. Contracting Officer shall update clause if any CLINs are to be incrementally funded during any period of performance period. For this/these item(s), the sum of \$ Not Applicable / phase-in and base year are fully funded. Contracting Officer shall update when incremental funding is to be used with defined amounts that are known during any period of performance period. Section B and G document funding available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$ <u>Fully Funded - Phase-in and Base Year</u>
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Future Period of Performance / Option Years	\$ <u>TBD with Certified PR</u>

(End of clause)

## Section H - Special Contract Requirements

Failure to perform in accordance with PWS para 1.2.7, Staffing Positions, will result in the Government removing 3% from the total amount of the Operations & Maintenance (O&M) Labor Sub-contract Line Item Number (SLIN) of the non-conforming performance area. The Government will take into consideration the circumstances surrounding each vacancy provided the contractor submits information IAW the PWS for the Contracting Officer to review. Regardless of circumstances, the Contracting Officer retains final decision authority over any action related to this contract section.

The 3% will be deducted from the Monthly O&M Labor SLIN. The reduction will occur each month for each vacancy not filled after 45 days, and each month's calculation will be based on the total awarded value for the current option period. This calculation will not change based on any previous reduction due to this section, or other changes to the funded amount of the Monthly O&M Labor SLINs. The calculation for this section will begin on the 46th day of the vacancy and will be based on 3% of the Monthly O&M SLIN total awarded value divided by 30 days (standard # of days in a month) and then multiplied by the number of days vacant in that month. All numbers will be rounded to the whole dollar amount.

Moving, hiring or promoting personnel from one performance area to another will constitute a vacancy in the losing performance area and does not restart the 45-day period as this does not restore staffing on the contract to the proposed staffing plan/crew schedule.

Example:

The 46th day of an unfilled vacancy falls on the 10th day of a month

The vacancy is open for the rest of that month, which equals 20 days

All values will be rounded to the nearest dollar

SLIN 000X awarded value = \$1,000,000

3% of SLIN 000X = \$30,000

\$30,000/30 days = \$1,000 per day

\$1,000 x 20 days = \$20,000 which will be removed from the appropriate SLIN

The following month, the vacancy remains unfilled for an additional 8 days

\$1,000 x 8 days = \$8,000, which will be removed from the appropriate SLIN

The Minimum Quantitative Requirement for the Small Business Participation Commitment Document, calculated on the O&M FFP CLIN value, shall not be affected by any adjustment under this section. The Government considers failure to maintain qualified, certified staffing at the proposed and incorporated staffing level an event of default and reserves all rights and remedies of default. In the event of a termination for default, the Government will assess these damages until the Government reasonably obtains performance of similar services. This removal is in addition to excess costs of repurchase under the termination clause.

## Section I - Contract Clauses

### FAR Clauses Incorporated by Reference

Number	Title	Effective Date
52.202-1	Definitions.	Jun 2020
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
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel.	Jan 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards.	Jun 2020
52.204-13	System for Award Management Maintenance.	Oct 2018
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.	Jul 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	Aug 2020
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.	Oct 2018
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations.	Nov 2015
52.211-5	Material Requirements.	Aug 2000
52.211-15	Defense Priority and Allocation Requirements.	Apr 2008
52.215-8	Order of Precedence-Uniform Contract Format.	Oct 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications.	Jun 2020
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications.	Jun 2020
52.215-14	Integrity of Unit Prices.	Nov 2021
52.216-11	Cost Contract-No Fee.	Apr 1984
52.219-8	Utilization of Small Business Concerns.	Oct 2022
52.222-3	Convict Labor.	Jun 2003
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
52.222-41	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.	Oct 2020
52.222-54	Employment Eligibility Verification.	Oct 2015
52.222-55	Minimum Wages Under Executive Order 13658.	Nov 2020
52.222-62	Paid Sick Leave Under Executive Order 13706.	Jan 2017
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts.	Sep 2013
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
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	Jun 2016
52.223-13	Acquisition of EPEAT##-Registered Imaging Equipment.	Jun 2014
52.223-15	Energy Efficiency in Energy-Consuming Products.	May 2020
52.223-16	Acquisition of EPEAT###-Registered Personal Computer Products.	Oct 2015
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts.	Aug 2018
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	Jun 2020
52.223-19	Compliance with Environmental Management Systems.	May 2011
52.223-20	Aerosols.	Jun 2016
52.223-21	Foams.	Jun 2016
52.224-1	Privacy Act Notification.	Apr 1984
52.224-2	Privacy Act.	Apr 1984
52.224-3	Privacy Training.	Jan 2017

52.225-13	Restrictions on Certain Foreign Purchases.	Feb 2021
52.227-1	Authorization and Consent.	Jun 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	Jun 2020
52.228-5	Insurance-Work on a Government Installation.	Jan 1997
52.229-3	Federal, State, and Local Taxes.	Feb 2013
52.232-17	Interest.	May 2014
52.232-18	Availability of Funds.	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
52.232-33	Payment by Electronic Funds Transfer-System for Award Management.	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations.	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors.	Nov 2021
52.233-1	Disputes.	May 2014
52.233-1	Disputes. - (Alternate I)	May 2014
52.233-3	Protest after Award.	Aug 1996
52.233-3	Protest after Award. - (Alternate I)	Aug 1996
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
52.242-1	Notice of Intent to Disallow Costs.	Apr 1984
52.242-5	Payments to Small Business Subcontractors.	Jan 2017
52.242-13	Bankruptcy.	Jul 1995
52.243-1	Changes-Fixed-Price. - (Alternate I)	Aug 1987
52.243-1	Changes-Fixed-Price. - (Alternate II)	Aug 1987
52.243-2	Changes-Cost-Reimbursement.	Aug 1987
52.244-6	Subcontracts for Commercial Items.	Jul 2021
52.245-1	Government Property.	Sep 2021
52.245-9	Use and Charges.	Apr 2012
52.246-23	Limitation of Liability.	Feb 1997
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 and Service).	Apr 1984
52.249-14	Excusable Delays.	Apr 1984
52.251-1	Government Supply Sources.	Apr 2012
52.253-1	Computer Generated Forms.	Jan 1991

## DFARS Clauses Incorporated by Reference

Number	Title	Effective Date
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
252.204-7003	Control of Government Personnel Work Product.	Apr 1992
252.204-7004	Antiterrorism Awareness Training for Contractors.	Feb 2019
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.	Oct 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	Dec 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support.	May 2016
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services.	Jan 2021
252.204-7020	NIST SP 800-171 DoD Assessment Requirements.	Nov 2020
252.204-7021	Cybersecurity Maturity Model Certification Requirement.	Nov 2020
252.205-7000	Provision of Information to Cooperative Agreement Holders.	Dec 1991
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism.	May 2019
252.211-7007	Reporting of Government-Furnished Property.	Mar 2022
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements.	Dec 2010
252.223-7004	Drug-Free Work Force.	Sep 1988
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials.	Sep 2014
252.225-7001	Buy American and Balance of Payments Program.	Dec 2017
252.225-7002	Qualifying Country Sources as Subcontractors.	Dec 2017
252.225-7012	Preference for Certain Domestic Commodities.	Apr 2022
252.225-7048	Export-Controlled Items.	Jun 2013

252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime.	May 2022
252.225-7058	Postaward Disclosure of Employment of Individuals Who Work in the People's Republic of China.	Aug 2022
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns.	Apr 2019
252.232-7010	Levies on Contract Payments.	Dec 2006
252.232-7011	Payments in Support of Emergencies and Contingency Operations.	May 2013
252.232-7017	Accelerating Payments to Small Business Subcontractors-Prohibition on Fees and Consideration.	Apr 2020
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel.	Jun 2013
252.239-7001	Information Assurance Contractor Training and Certification.	Jan 2008
252.242-7005	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
252.244-7000	Subcontracts for Commercial Items.	Jan 2021
252.244-7001	Contractor Purchasing System Administration.	May 2014
252.245-7002	Reporting Loss of Government Property	Jan 2021
252.245-7003	Contractor Property Management System Administration	Apr 2012
252.251-7000	Ordering From Government Supply Sources.	Aug 2012

## FAR Clauses Incorporated by Full Text

### 52.204-1 Approval of Contract. Dec 1989

As prescribed in 4.103 , insert the following clause:

Approval of Contract (Dec 1989)

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

(End of clause)

As prescribed in 4.103 , insert the following clause: Approval of Contract (Dec 1989) This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved. (End of clause)

### 52.204-2 Security Requirements. Mar 2021

As prescribed in 4.404(a), insert the following clause:

#### SECURITY REQUIREMENTS (MAR 2021)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with-

- (1) The Security Agreement DD Form441), including the *National Industrial Security Program Operating Manual* (32 CFR part 117); and
- (2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

### 52.216-7 Allowable Cost and Payment. Aug 2018

As prescribed in 16.307(a), insert the following clause:

Allowable Cost and Payment (Aug 2018)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only-

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for-

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)

(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) *General and Administrative expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) *Overhead expenses (final indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) *Occupancy expenses (intermediate indirect cost pool)*. Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (*i.e.*, General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) *Subcontract information*. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedBeforeJune24.pdf> and <https://www.whitehouse.gov/wp-content/uploads/2017/11/ContractorCompensationCapContractsAwardedafterJune24.pdf>.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (*e.g.*, trial balance, compilation, review, *etc.*).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may-

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates-

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be-

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver-

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except-

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

### **52.217-8 Option to Extend Services. Nov 1999**

As prescribed in 17.208(f), insert a clause substantially the same as the following:

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 15 calendar days of contract completion or the end of the period of performance.

(End of clause)

As prescribed in 17.208(f), insert a clause substantially the same as the following: 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 15 calendar days of contract completion or the end of the period of performance. (End of clause)

### **52.217-9 Option to Extend the Term of the Contract. Mar 2000**

As prescribed in 17.208(g), insert a clause substantially the same as the following:

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 7 calendar day of contract completion or the end of the period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 years 6 months.

(End of clause)

### **52.219-14 Limitations on Subcontracting. Oct 2022**

As prescribed in 19.507(e), insert the following clause:

Limitations on Subcontracting (Oct 2022)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that-

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to-

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are-

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are-

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors*. An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting*. By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for-

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;

(3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded; or

(4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause-

[Contracting Officer check as appropriate.]

[X] By the end of the base term of the contract and then by the end of each subsequent option period; or

[ ] By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protege and its mentor approved by the Small Business Administration, the small business protege shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protege in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

## **52.222-40 Notification of Employee Rights Under the National Labor Relations Act. Dec 2010**

As prescribed in 22.1605 , insert the following clause:

### **NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)**

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be-

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

#### **52.232-1 Payments. Apr 1984**

As prescribed in 32.111(a)(1), insert the following clause, appropriately modified with respect to payment due date in accordance with agency regulations, in solicitations and contracts when a fixed-price supply contract, a fixed-price service contract, or a contract for nonregulated communication services is contemplated:

##### **PAYMENTS (APR 1984)**

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if-

- (a) The amount due on the deliveries warrants it; or
- (b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

#### **52.232-8 Discounts for Prompt Payment. Feb 2002**

As prescribed in 32.111(b)(1), insert the following clause:

##### **DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)**

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

#### **52.232-11 Extras. Apr 1984**

As prescribed in 32.111(c)(2), insert the following clause, appropriately modified with respect to payment due dates in accordance with agency regulations, in solicitations and contracts when a fixed-price supply contract, fixed-price service contract, or transportation contract is contemplated:

##### **EXTRAS (APR 1984)**

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

(End of clause)

#### **52.232-25 Prompt Payment. Jan 2017**

As prescribed in 32.908(c), insert the following clause:

##### **PROMPT PAYMENT (JAN 2017)**

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments- (1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30 thday after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30 thday after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30 thday after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are-

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C.182(3)), and as further defined in Pub.L.98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7 thday after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C.4003(3)), as close as possible to, but not later than, the 7 thday after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C.499a(4)), as close as possible to, but not later than, the 10 thday after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C.4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10 thday after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

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

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7<sup>th</sup> day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if-

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii) (A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible-

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40<sup>th</sup> day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40<sup>th</sup> day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payment.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

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

- (1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the-
  - (i) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
  - (ii) Affected contract number and delivery order number if applicable;
  - (iii) Affected line item or subline item, if applicable; and
  - (iv) Contractor point of contact.
- (2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

### **52.245-2 Government Property Installation Operation Services. Apr 2012**

As prescribed in 45.107(b), insert the following clause:

Government Property Installation Operation Services (Apr 2012)

(a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an "as-is, where is" condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.

(b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.

(c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.

(d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.

(e) Government property provided under this clause:

To be agreed upon by both parties after transition period is complete and then incorporated into Section J - List of Attachments.

(End of clause)

### **52.252-2 Clauses Incorporated by Reference. Feb 1998**

As prescribed in 52.107(b), insert the following clause:

Clauses Incorporated By Reference (Feb 1998)

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

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

(End of clause)

As prescribed in 52.107(b), insert the following clause: Clauses Incorporated By Reference (Feb 1998) This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/> (End of clause)

### **52.252-4 Alterations in Contract. Apr 1984**

As prescribed in 52.107(d), insert the following clause in solicitations and contracts in order to revise or supplement, as necessary, other parts of the contract, or parts of the solicitation that apply after contract award, except for any clause authorized for use with a deviation. Include clear identification of what is being altered.

Alterations in Contract (Apr 1984)

Portions of this contract are altered as follows:

\_\_ To be updated through a bilateral modification as required and applicable with mutual agreement of both parties. \_\_\_\_

(End of clause)

### **52.252-6 Authorized Deviations in Clauses. Nov 2020**

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause.

Authorized Deviations in Clauses (Nov 2020)

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

(b) The use in this solicitation or contract of any FAR, DFARS, AFFARS (48 CFR Chapter 1, 2, 53) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

As prescribed in 52.107(f), insert the following clause in solicitations and contracts that include any FAR or supplemental clause with an authorized deviation. Whenever any FAR or supplemental clause is used with an authorized deviation, the contracting officer shall identify it by the same number, title, and date assigned to the clause when it is used without deviation, include regulation name for any supplemental clause, except that the contracting officer shall insert "(DEVIATION)" after the date of the clause. Authorized Deviations in Clauses (Nov 2020) (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause. (b) The use in this solicitation or contract of any FAR, DFARS, AFFARS (48 CFR Chapter 1, 2, 53) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation. (End of clause)

### **DFARS Clauses Incorporated by Full Text**

### **252.237-7023 Continuation of Essential Contractor Services. Oct 2010**

As prescribed in 237.7603(a), use the following clause:

#### CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

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

(1) "Essential contractor service" means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) "Mission-essential functions" means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. These services are listed in attachment TBD, Mission-Essential Contractor Services, dated TBD. Contingency plan to be requested after contract award.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

## **252.245-7004 Reporting, Reutilization, and Disposal Dec 2017**

As prescribed in 245.107(5), use the following clause:

### REPORTING, REUTILIZATION, AND DISPOSAL (DEC 2017)

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

(1) "Demilitarization" means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

(2) "Export-controlled items" means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations [(ITAR)] (22 CFR parts 120-130). The term includes-

(i) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and

(ii) "Items," defined in the EAR as "commodities," "software," and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(3) "Ineligible transferees" means individuals, entities, or countries-

(i) Excluded from Federal programs by the General Services Administration as identified in the System for Award Management Exclusions located at <https://www.acquisition.gov>;

(ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;

(iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

(4) "Scrap" means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not "scrap."

(5) "Serviceable or usable property" means property with potential for reutilization or sale "as is" or with minor repairs or alterations.

(b) *Inventory disposal schedules.* Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dcmil.com/WBT/PCARSS/>.

(1) The SF 1428 shall contain the following:

(i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.

(ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) *Appropriate Federal Condition Codes.* See Appendix 2 of DLM 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures (MILSTRAP) manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at <http://www.dla.mil/HQ/InformationOperations/DLMS/elibary/manuals/MILSTRAP/>.

(2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.

(c) *Proceeds from sales of surplus property.* Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be-

(1) Forwarded to the Contracting Officer;

(2) Credited to the Government as part of the settlement agreement;

(3) Credited to the price or cost of the contract; or

(4) Applied as otherwise directed by the Contracting Officer.

(d) *Demilitarization, mutilation, and destruction.* If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) *Classified Contractor inventory.* The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) *Inherently dangerous Contractor inventory.* Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) *Contractor inventory located in foreign countries.* Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) *Disposal of scrap.*

(1) *Contractor with scrap procedures.*

(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) *Scrap warranty.* The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) *Sale of surplus Contractor inventory.*

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

``The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval.

(j) *Restrictions on purchase or retention of Contractor inventory.*

(1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person-

- (i) Is a civilian employee of the DoD or the U.S. Coast Guard;
- (ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or
- (iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) *Demilitarization, mutilation, or destruction on Contractor or subcontractor premises.* Item(s) (if applicable, TBD) require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) *Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.*

(A) Item(s) (if applicable, TBD) require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) *Failure to demilitarize.* If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser-

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

(End of clause)

## Supplemental Clauses Incorporated by Full Text

### 5352.201-9101 USSF Ombudsman Oct 2019

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.
- (b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).
- (c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, for USSF (United States Space Force) acquisitions (excluding SMC acquisitions) please contact the Director of Contracts, Air Force Installation Contracting Center, Operating Location - Space (AFICC/KS OL-SPC) via the following e-mail workflow address: [afica.ks.wf@us.af.mil](mailto:afica.ks.wf@us.af.mil). Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.
- (d) The ombudsman has no authority to render a decision that binds the agency.
- (e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.

(End of clause)

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and others for this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman does not affect the authority of the program manager, contracting officer, or source selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombudsman may refer the interested party to another official who can resolve the concern.
- (b) Before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and /or recommendations to the contracting officer for resolution. Consulting an ombudsman does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions).
- (c) If resolution cannot be made by the contracting officer, the interested party may contact the ombudsman, for USSF (United States Space Force) acquisitions (excluding SMC acquisitions) please contact the Director of Contracts, Air Force Installation Contracting Center, Operating Location - Space (AFICC/KS OL-SPC) via the following e-mail workflow address: [afica.ks.wf@us.af.mil](mailto:afica.ks.wf@us.af.mil). Concerns, issues, disagreements, and recommendations that cannot be resolved at the Center/MAJCOM/DRU/SMC ombudsman level, may be brought by the interested party for further consideration to the Air Force ombudsman, Associate Deputy Assistant Secretary (ADAS) (Contracting), SAF/AQC, 1060 Air Force Pentagon, Washington DC 20330-1060, phone number (571) 256-2395, facsimile number (571) 256-2431.
- (d) The ombudsman has no authority to render a decision that binds the agency.
- (e) Do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the contracting officer.
- (End of clause)

### 5352.204-9000 Notification of Government Security Activity and Visitor Group Security Agreements Oct 2019

This contract contains a DD Form 254, DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall take the following actions:

- (a) At least thirty days prior to beginning operations, notify the Information Protection Office shown in the distribution block of the DD Form 254 as to:
- (1) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;

- (2) The contract number and military contracting command;
- (3) The highest classification category of defense information to which contractor employees will have access;
- (4) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;
- (5) The date contractor operations will begin on base in the U.S. or in the overseas area;
- (6) The estimated completion date of operations on base in the U.S. or in the overseas area; and,
- (7) Any changes to information previously provided under this clause.

(End of clause)

This contract contains a DD Form 254, DOD Contract Security Classification Specification, and requires performance at a government location in the U.S. or overseas. Prior to beginning operations involving classified information on an installation identified on the DD Form 254, the contractor shall take the following actions:(a) At least thirty days prior to beginning operations, notify the Information Protection Office shown in the distribution block of the DD Form 254 as to:(1) The name, address, and telephone number of this contract company's representative and designated alternate in the U.S. or overseas area, as appropriate;(2) The contract number and military contracting command;(3) The highest classification category of defense information to which contractor employees will have access;(4) The Air Force installations in the U.S. (in overseas areas, identify only the APO number(s)) where the contract work will be performed;(5) The date contractor operations will begin on base in the U.S. or in the overseas area;(6) The estimated completion date of operations on base in the U.S. or in the overseas area; and,(7) Any changes to information previously provided under this clause.(End of clause)

#### **5352.209-9000 Organizational Conflict of Interest Oct 2019**

(a) The following restrictions and definitions apply to prevent conflicting roles which may bias the Contractor's judgment or objectivity, or to preclude the Contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.

(1) Descriptions or definitions:

""Contractor"" means the business entity receiving the award of this contract, its parents, affiliates, divisions and subsidiaries.

""Development"" means all efforts towards solution of broadly-defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

""Proprietary Information"" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

""System"" means the system that is the subject of this contract.

""System Life"" means all phases of the system's development, production, or support.

""Systems Engineering"" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design.

""Technical Direction"" means developing work statements, determining parameters, directing other Contractors' operations, or resolving technical controversies.

(2) Restrictions: The Contractor shall perform systems engineering and/or technical direction, but will not have overall contractual responsibility for the system's development, integration, assembly and checkout, or production. The parties recognize that the Contractor shall occupy a highly influential and responsible position in determining the system's basic concepts and supervising their execution by other Contractors. The Contractor's judgment and recommendations must be objective, impartial, and independent. To avoid the prospect of the Contractor's judgment or recommendations being influenced by its own products or capabilities, it is agreed that the Contractor is precluded for the life of the system from award of a DoD contract to supply the system or any of its major components, and from acting as a subcontractor or consultant to a DoD supplier for the system or any of its major components.

(End of clause)

(a) The following restrictions and definitions apply to prevent conflicting roles which may bias the Contractor's judgment or objectivity, or to preclude the Contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions.(1) Descriptions or definitions: ""Contractor"" means the business entity

receiving the award of this contract, its parents, affiliates, divisions and subsidiaries."Development" means all efforts towards solution of broadly-defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation."Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information."System" means the system that is the subject of this contract."System Life" means all phases of the system's development, production, or support."Systems Engineering" means preparing specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design."Technical Direction" means developing work statements, determining parameters, directing other Contractors' operations, or resolving technical controversies.

(2) Restrictions: The Contractor shall perform systems engineering and/or technical direction, but will not have overall contractual responsibility for the system's development, integration, assembly and checkout, or production. The parties recognize that the Contractor shall occupy a highly influential and responsible position in determining the system's basic concepts and supervising their execution by other Contractors. The Contractor's judgment and recommendations must be objective, impartial, and independent. To avoid the prospect of the Contractor's judgment or recommendations being influenced by its own products or capabilities, it is agreed that the Contractor is precluded for the life of the system from award of a DoD contract to supply the system or any of its major components, and from acting as a subcontractor or consultant to a DoD supplier for the system or any of its major components.(End of clause)

### **5352.223-9000 Elimination of Use of Class I Ozone Depleting Substances (ODS) Oct 2019**

(a) Contractors shall not:

(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or

(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.

[Note: This prohibition does not apply to manufacturing.]

(b) For the purposes of Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:

(1) Halons: 1011, 1202, 1211, 1301, and 2402;

(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and

(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.

[NOTE: Material that uses one or more of these Class I ODSs as minor constituents do not meet the Air Force definition of a Class I ODS.]

(End of clause)

(a) Contractors shall not:(1) Provide any service or product with any specification, standard, drawing, or other document that requires the use of a Class I ODS in the test, operation, or maintenance of any system, subsystem, item, component, or process; or(2) Provide any specification, standard, drawing, or other document that establishes a test, operation, or maintenance requirement that can only be met by use of a Class I ODS as part of this contract/order.[Note: This prohibition does not apply to manufacturing.](b) For the purposes of Air Force policy, the following products that are pure (i.e., they meet the relevant product specification identified in AFI 32-7086) are Class I ODSs:(1) Halons: 1011, 1202, 1211, 1301, and 2402;(2) Chlorofluorocarbons (CFCs): CFC-11, CFC-12, CFC-13, CFC-111, CFC-112, CFC-113, CFC-114, CFC-115, CFC-211, CFC-212, CFC-213, CFC-214, CFC-215, CFC-216, and CFC-217, and the blends R-500, R-501, R-502, and R-503; and(3) Carbon Tetrachloride, Methyl Chloroform, and Methyl Bromide.[NOTE: Material that uses one or more of these Class I ODSs as minor constituents do not meet the Air Force definition of a Class I ODS.](End of clause)

### **5352.223-9001 Health and Safety on Government Installations Oct 2019**

(a) In performing work under this contract on a Government installation, the contractor shall:

(1) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and

(2) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.

(b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.

(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.

(End of clause)

(a) In performing work under this contract on a Government installation, the contractor shall:(1) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and (2) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.(b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health (AFOSH) Standards and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.(c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.(End of clause)

#### **5352.242-9000 Contractor Access to Air Force Installations Oct 2019**

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.

(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver s license, current vehicle registration, valid vehicle insurance certificate, and <<1>> to obtain a vehicle pass.

(c) During performance of the contract, the contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.

(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with <<2>> citing the appropriate paragraphs as applicable.

(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.

(f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

(a) The contractor shall obtain base identification and vehicle passes, if required, for all contractor personnel who make frequent visits to or perform work on the Air Force installation(s) cited in the contract. Contractor personnel are required to wear or prominently display installation identification badges or contractor-furnished, contractor identification badges while visiting or performing work on the installation.(b) The contractor shall submit a written request on company letterhead to the contracting officer listing the following: contract number, location of work site, start and stop dates, and names of employees and subcontractor employees needing access to the base. The letter will also specify the individual(s) authorized to sign for a request for base identification credentials or vehicle passes. The contracting officer will endorse the request and forward it to the issuing base pass and registration office or Security Forces for processing. When reporting to the registration office, the authorized contractor individual(s) should provide a valid driver s license, current vehicle registration, valid vehicle insurance certificate, and <<1>> to obtain a vehicle pass.(c) During performance of the contract, the

contractor shall be responsible for obtaining required identification for newly assigned personnel and for prompt return of credentials and vehicle passes for any employee who no longer requires access to the work site.(d) When work under this contract requires unescorted entry to controlled or restricted areas, the contractor shall comply with <<2>> citing the appropriate paragraphs as applicable.(e) Upon completion or termination of the contract or expiration of the identification passes, the prime contractor shall ensure that all base identification passes issued to employees and subcontractor employees are returned to the issuing office.(f) Failure to comply with these requirements may result in withholding of final payment.(End of clause)

### **5352.242-9001 Common Access Cards (CAC) for Contractor Personnel Oct 2019**

(a) For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:

(1) Require logical access to Department of Defense computer networks and systems in either:

(i) the unclassified environment; or

(ii) the classified environment where authorized by governing security directives.

(2) Perform work, which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

(b) Contractors and their personnel shall use the following procedures to obtain CACs:

(1) Contractors shall provide a listing of personnel who require a CAC to the contracting officer. The government will provide the contractor instruction on how to complete the Contractor Verification System (CVS) application and then notify the contractor when approved.

(2) Contractor personnel shall obtain a CAC from the nearest Real Time Automated Personnel Identification Documentation System (RAPIDS) Issuing Facility (typically the local Military Personnel Flight (MPF)).

(c) While visiting or performing work on installation(s)/location(s), contractor personnel shall wear or prominently display the CAC as required by the governing local policy.

(d) During the performance period of the contract, the contractor shall:

(1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will provide the updated listing to the authorizing government official;

(2) Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;

(3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and

(4) Report lost or stolen CACs in accordance with local policy/directives.

(e) Within 7 working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.

(f) Failure to comply with these requirements may result in withholding of final payment.

(End of clause)

(a) For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:(1) Require logical access to Department of Defense computer networks and systems in either:(i) the unclassified environment; or(ii) the classified environment where authorized by governing security directives.(2) Perform work, which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

(b) Contractors and their personnel shall use the following procedures to obtain CACs:(1) Contractors shall provide a listing of personnel who require a CAC to the contracting officer. The government will provide the contractor instruction on how to complete the Contractor Verification System (CVS) application and then notify the contractor when approved.(2) Contractor personnel shall obtain a CAC from the nearest Real Time Automated Personnel Identification Documentation System (RAPIDS) Issuing Facility (typically the local Military Personnel Flight (MPF)).(c) While visiting or performing work on installation(s)/location(s), contractor personnel shall wear or prominently display the CAC as required by the governing local policy.(d) During the performance period of the contract, the contractor shall:(1) Within 7 working days of any changes to the listing of the contract personnel authorized a CAC, provide an updated listing to the contracting officer who will

provide the updated listing to the authorizing government official;(2) Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;(3) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and(4) Report lost or stolen CACs in accordance with local policy/directives. (e) Within 7 working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.(f) Failure to comply with these requirements may result in withholding of final payment.(End of clause)

## Section J - List of Attachments

Attachments to be added after award: Collective Bargaining Agreement (CBA), Government Furnished Property, and any other applicable/required attachments to be mutually agreed upon by both parties.

Number	Attachment Name	Attachment Description	Reference Identifier	Date	Line Item
01	Attachment One (1) - PARCS PWS	Performance Work Statement		09 Dec 2022	
02	Attachment Two (2) - PARCS Draft DD 254	Department of Defense Contract Security Classification Specification - DD254		09 Dec 2022	
03	Attachment Three (3) - PARCS DD254 Place Holder for Continuation Sheets	Place Holder for DD254 Continuation Sheets		05 Dec 2022	
04	Attachment Four (4) - PARCS Technical Proposal	Technical Proposal		05 Dec 2022	
05	Attachment Five (5) - PARCS Labor Category Position Descriptions	Position Descriptions		05 Dec 2022	
06	Attachment Six (6) - PARCS Staffing Matrix	Staffing		05 Dec 2022	
07	Attachment Seven (7) - PARCS Crew Schedule	Crew Schedule		05 Dec 2022	
08	Attachment Eight (8) - PARCS Subcontracting	Subcontractor Plan		05 Dec 2022	