


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER W23ACZ11098001		PAGE 1 OF 27	
2. CONTRACT NO. W52P1J18DA124		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER W50NH921F0177		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY ACC-DTA 6501 E. 11 MILE RD DETROIT ARSENAL MI 48397-5000 TEL: FAX:		CODE W50NH9		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561621 SIZE STANDARD: \$22,000,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO CDR, 902ND MI GROUP 2600 ERNIE PYLE FORT MEADE MD 20755		CODE W23ACZ		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR M. C. DEAN, INC. JANE MA 1765 GREENSBORO STATION PLACE SUITE 1400 TYSONS VA 22102-3467 TELEPHONE NO. 571-262-8276		CODE 3K773 FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS-ROME VENDOR PAY 325 BROOKS ROAD ROME NY 13441-4527			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$459,843.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED _____, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) David Serrano VICE PRESIDENT		30c. DATE SIGNED 09/30/2021		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) LASHONDRA DURIAS / CONTRACTING OFFICER TEL: (703) 428-5766 EMAIL: Lashondra.n.durias.civ@army.mil		31c. DATE SIGNED 30-Sep-2021	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 27	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER	
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL						
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)				
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)			
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

Section SF 30 - BLOCK 14 CONTINUATION PAGE

SUPPLEMENTAL INFORMATION

1. Contract W50NH9-21-F-0177 is awarded to M.C Dean Inc. for a total value of \$459,843.00
 2. The purpose of this contract is for Infrastructure Support Services (ISS) in support of the U.S Army Information and Security Command (INSCOM)
 3. On 23 September 2021, M.C Dean Inc. provided a proposal for a 12-month period
 4. The parties agree to the following:
 - a. Infrastructure Support Services in accordance with the Performance Work Statement
 5. Period of Performance:
Base Year: 30 September 2021 –29 September 2022
 6. The following incrementally funded SLIN is established for the Base Period under contract W50NH9-21-F-0177 funded in the amount of \$245,000.00
 - a. SLIN 000101, is established and funded in the total amount of \$245,000.00 to incrementally fund CLIN 0001
- *Note: The remaining amount on CLIN 0001 \$214,843.00 will be funded at a later date in accordance with DFARS 252.232-7007*

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Infrastructure Support Services FFP The contractor shall provide Infrastructure Security Services in accordance with the PWS (24/7/365 4 hour response time). All terms and conditions of base contract W52P1J-18-D-A124 apply to this order Period of Performance: 30 September 2021- 29 September 2022 FOB: Destination PSC CD: H163	1	Lot	\$459,843.00	\$459,843.00
NET AMT					\$459,843.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Incremental Funding FFP Incremental Funding of \$245,000.00 in support of CLIN 0004 PURCHASE REQUEST NUMBER: W23ACZ11098001				\$0.00
NET AMT					\$0.00
ACRN AA W23ACZ11098001HJNINW					\$245,000.00

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

Infrastructure Support Services (ISS) for the Information and Security Command (INSCOM), 902nd MI Group & 780th MI BN, Ft Meade, MD

1.0 GENERAL:

This is a non-personnel services contract to provide a one year Infrastructure Support Services (ISS)

Maintenance Contract. The Government shall not exercise any supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the contractor who, in turn is responsible to the Government.

1.1 Description of Services/Introduction

The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform Infrastructure Support Services (ISS) as defined in this Performance Work Statement except for those items specified as government furnished property and services. The contractor shall perform to the standards in this contract.

1.2 Background

The U.S. Army INSCOM, 902nd Military Intelligence Group (MIG) and the 780th Military Intelligence Brigade (MIB), located at Fort Meade Maryland, 20755, requires ISS, in the form of physical security system services, for buildings operated by INSCOM. The purpose of these services is to maintain accreditation of the Sensitive Compartmented Information Facility (SCIF) in accordance with the Federal Government Security Intelligence Community Standard 705.1 (ICS705.1) by utilizing a vendor certified as an Underwriter Laboratory 2050 (UL2050) company to perform semi-annual and annual testing, inspections, maintenance and services. This service will allow INSCOM, 902nd MIG and the 780th MIB to maintain its various SCIF accreditations under ICS705.1 and continue its mission.

2.0 SCOPE

Contractor shall provide semi-annual and annual testing, inspections, maintenance, configuration services, to include installation services to repair, replace, or upgrade existing components, 24/7 /365 on-site emergency repair service with a 4 hour response time for INSCOM, 902nd and 780th buildings: 310, 316, 318, 320, 1978, 2600, 4230, 4553, 4555, 4587, 8543, 8551, 310 and 8544, all located on or around Fort Meade MD.

3.0 Performance Requirements.

Note: Please see the services matrix below for individual services required for each location:

Services Matrix						
	Services Required					
Buildings	Intrusion Detection System (IDS)	Central Station Monitoring (CSM)	Closed Circuit Television (CCTV)	Access Control System (ACS)	Un-Cleared Lighting	On-site 24/7/365 Repair Service
310	Yes		Yes	Yes	Yes	Yes
316						Yes
318						Yes
320						Yes
1978	Yes					Yes
2600	Yes	Yes	Yes	Yes	Yes	Yes
4230	Yes					Yes
4553	Yes		Yes	Yes		Yes
4555	Yes			Yes	Yes	Yes
4587	Yes			Yes		Yes
8543	Yes		Yes	Yes	Yes	Yes
8544	Yes		Yes	Yes		Yes
8551	Yes					Yes

3.1 Intrusion Detection System Service (IDS) (CDRL A001)

The Contractor shall provide semi-annual testing and inspections of the (IDS) during the months of January/February and July/August as follows:

- i. A walk test of every alarm zone of the IDS; device alarm zones, device tamper zones, power supply AC power fail trouble zone, power supply low battery zone and remote sounders.
- ii. Test the function of all buttons on the IDS keypad.
- iii. Test and log the voltage of the alarm panel and power supply charging circuit.
- iv. Test and log the voltage of the alarm panel and power supply batteries.
- v. Alarm Inspection Report with the results of the following IDS test: Alarm Center printout of the Zone Information Report (alarm, tamper and trouble zones) for the alarm system.

3.2 Central Station Monitoring Service (CSM)

Provide semi-annual inspections of the CSM during the months of January/February and July/ August as follows:

- i. Physically inspect and clean the alarm receiver, server, signal processor, workstation logging printer and history printer.
- ii. Install updates of the Security Information Systems Inc. SIS brand of AlarmCenter software.
- iii. Send test signals to confirm that signals are reporting correctly.

3.3 Closed Circuit Television (CCTV) and Internet Protocol (IP) Video System Service.

The Contractor shall provide annual inspections of the CCTV & IP Video systems as follows:

- i. Clean, test and focus all cameras.
- ii. Test controls of all Pan/Tilt/Zoom type cameras.
- iii. Test that all cameras, Digital Video Recorders/Network Video Recorders (DVRs/NVRs) are operating and recording correctly.
- iv. Clean all CCTV monitors.

3.4 Access Control System Service (ACS)

The Contractor shall provide semi-annual inspections of the ACS during the months of January/February and July/ August as follows:

- i. The contractor will provide Lenel software updates.
- ii. Test all readers.
- iii. Check turnstile batteries and power supply batteries, check control panel and power supply batteries are working correctly.

3.5 Un-Cleared Lighting System Service.

The Contractor shall provide semi-annual inspections of the un-cleared light systems as follows:

- i. Inspect lights for proper operation and that corresponding switches are functioning correctly.

3.6 On-Site 24/7/365 Service Maintenance.

The contractor shall provide service maintenance and provide replacement parts (at no additional cost to the Government), for the IDS equipment, CCTVs, IP video equipment, ACS equipment, and un-cleared lighting systems. The service and maintenance coverage of this equipment is for damage or failure due to normal "wear and tear" and the end of an item's functional life. This service maintenance shall provide 24/7/365 on site service with a four hour response time for all SCIF alarm service issues, or equipment failures.

Equipment and additional items covered under this agreement include: All IDS, IP video,

CCTV, and ACS equipment.

- i. IDS includes: All DMP equipment, passive sensors, glass break, balance magnetic switches and sounders
- ii. Access Control Systems (ACS): includes turnstiles, Lenel/Quintron equipment, maglocks, strikes, and HID readers, lock power supplies, REX' s, position contacts, software, servers, workstations, badging printers, and network switches for the ACS
- iii. CCTV includes: All Pelco/Bosch cameras, DVR' s, monitors, and IFS/COMNET fiber modules
- iv. IP video includes: All AXIS cameras, power over Ethernet injectors, software, NVR' s, video review work stations, fiber modules/media converters, and network switches for IP video.
- v. Un-cleared light systems includes lights, switches, and power supplies.

4.0 Deliverables and Acceptance.

The acceptance of deliverables and satisfactory work performance required herein must be based on the timeliness, accuracy and standards as specified in the requirements per this PWS. The Contracting Officer's Representative (COR) reserves the right to prioritize work, provide guidance, and negotiate any changes in delivery dates. The COR will review the Contractor deliverables in accordance with all specifications stated in this PWS. Only the Contracting Officer or authorized representative has the authority to inspect, accept or reject deliverables. Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery. Performance by the contractor to correct defects found by the Government as a result of quality assurance surveillance and by the contractor as a result of quality control, must be at the contractor's expense and without additional reimbursement by the Government.

4.1 Quality Control Plan (QCP).

The contractor shall provide and maintain an internal company Quality Control Plan (QCP) in accordance with (IAW) Contract Data Requirements List (CDRL) A006 that contains, as a minimum, the items listed below to the Contracting Officer for acceptance not later than five (5) business days after award and whenever a significant change, as determined by the Government, is necessitated in the QCP. The Contracting Officer will notify the Contractor of acceptance or required modifications to the plan. The Contractor shall provide a revised QCP when signification changes are required no later than five (5) business days after notification by the Contracting Officer. The QCP shall include the following minimum requirements:

- An inspection system covering all performance requirements stated in the contract. It shall specify areas to be inspected on a scheduled or unscheduled basis, frequency, and the manner in which inspections are to be conducted.
 - A method of documenting, evaluating, and enforcing the results of the inspections that are conducted. The Contractor shall maintain adequate records of all inspections to indicate, at a minimum, the nature (when, where, what) and number of inspections made; the name of the inspector; the number, location, type of deficiencies found, and the corrective action taken for deficiencies.
 - A method of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable.
 - Corrective action procedures for deficiencies and measures to prevent recurrence.
- Corrective actions will address the deficiency and action(s) to prevent future deficiencies.
Additional inspection(s) is not considered a corrective action.

4.2 Performance Evaluation Meetings.

The contractor shall be required to meet with the COR and/or the Contracting Officer as determined necessary by the COR or Contracting Officer. The Contractor may request a meeting whenever the need arises. The contractor shall prepare minutes of the meeting and submit for review and acceptance by the Government. The written minutes of these meetings shall be signed by the contractor. In the event the

Government non-concurs with the meeting minutes, the contractor will be so advised and additional communications must be conducted until resolution of the meeting minutes is resolved. The meeting minutes are due within five (5) business days after the meeting.

4.3 Monthly Performance Summary Report.

The contractor shall provide monthly performance summary reports to the Client Representative/COR, accounting for expenditures to date and comparison of planned and actual spending and status of ongoing efforts, scheduled/accomplished milestones, and task order performance. The contractor shall submit this report electronic copy or hard copy for review and acceptance by the Government within five (5) business days after the end of the month IAW CDRL A002. The report shall include the following information:

- Task Order Number
- Comparison of planned and actual task order performance
- Comparison of planned and actual spending
- Narratives describing task progress, forthcoming plans and any problems (actual or anticipated) requiring Government action. For identified (actual) problems, the contractor shall state the impact in terms of cost, labor hours, or work completion dates, and provide a plan for correction
- Status of ongoing efforts and scheduled/ accomplished milestones
- Alarm Inspection Report (as required PWS Sect. 3.0) with the results of the following IDS test: Alarm Center printout of the "Zone Information Report" (alarm, tamper and trouble zones) for the alarm system--this printout will be used by the inspecting technician(s) to confirm every zone was tested during the inspection.

Alarm Center printout of the "Walk Test Report" performed identifying that every alarm, tamper and trouble zone was tested. The "Walk Test Report" is to be compared against the "Zone Information" printout to insure all zones were tested. Once all the inspections are completed and verified, the Alarm Inspection Report, Zone Information Report and the Walk Test Report for each IDS will be provided to the Site Security Officer (SSO) in hard copy form. In addition to the hard copy reports, only the Alarm Inspection Report will be provided in an electronic copy, as well.

- Provide the CSM Inspection Report (as required PWS Sect. 3.0) to the SSO in hardcopy and electronic format.
- Provide the CCTV inspection report (as required PWS Sect. 3.0) to the cognizant SSO in hardcopy or electronic format.
- Provide the ACS inspection report (as required PWS Sect. 3.0) to the cognizant SSO in a hard or electronic format.
- Provide the un-cleared lighting system report (as required PWS Sect. 3.0) to the cognizant SSO in a hard or electronic format.
- Provide 24/7 /365 on site service within a 4/hour response time and the status of any unfinished repairs for all SCIF alarm service issues, or equipment failures to the cognizant SSO in a hard or electronic format.

5.0 Deliverables Matrix

PWS	Deliverable	Performance Standard	Acceptable Quality Level	Method of Surveillance
3.1-3.6	Support Service Requirements (CDRL A001)	As required by the PWS	100%	100% Inspection
4.2	Performance Evaluation Meeting Attendance (CDRL A002)	As Scheduled	98%	100% Inspection
4.2	Meeting Minutes	Due NLT five (5)	98%	100% Inspection

	(CDRL A003)	business days after the meeting		
4.3	Monthly Performance Plan (CDRL A004)	Due NLT five (5) business days at the end of the month	98%	100% Inspection
8.1	Security Requirements (CDRL A005)	As required by the PWS	100%	100% Inspection

6.0 Reimbursable Costs

6.1 Travel.
Not Applicable

7.0 Performance Environment

7.1 Place of Performance.

The work to be performed under this contract will be performed at: 310, 316, 318, 320, 1978, 2600, 4230, 4553, 4555, 4587, 8543, 8551, 310 and 8544, all located on or around Fort Meade MD.

7.2 Recognized Holidays.

No work is to be performed during the recognized holidays, unless otherwise specified in this PWS. The annual and bi-annual inspections are to be performed during the months of January/February and July/August (applicable to the type of inspections in Sect. 3.1, during normal hours of operation but not during the recognized holidays listed in the section. The service and repair requirement of this PWS shall provide for a 24 hour, 7 days a week for 365 days out of the year onsite service, with a four hour response time for all SCIF alarm service issues or equipment failures (to include during recognized holidays and outside normal hours of operation).

New Year's Day	January 1
M.L. King Birthday	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October

Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

7.3 Hours of Operation.

The contractor is responsible for conducting business, between the hours of 0630 to 1600 Monday thru Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings (unless otherwise noted in this PWS). For other than firm fixed price contracts, the contractor will not be reimbursed when the government facility is closed for the above reasons. The contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the workforce are essential.

7.4 Period of Performance.

The period of performance shall be for one (1) Base Year for a total of 12 months.

7.5 Special Qualifications.

Contractor personnel performing work under this contract must be Level 1 Certified Alarm Technician by the National Burglar & Fire Alarm Association. Technicians will be certified in Digital Monitoring Products, Security Information Systems, Bosch CCTV, AXIS IP Video, Lenel, Cornnet, Pelco and Fiber Information Systems training, at time of the proposal submission, and must maintain the certifications required for the life of the contract.

8.0 Specific Requirements.

8.1 Security Requirements.

The individuals proposed to work under this contract will be U.S. Citizens and must pass a National Agency Check with Inquiries (NACI) Background Check. The contractor is responsible for obtaining all necessary security clearances for contractor personnel.

Once cleared for installation access, all contractor personnel will be escorted within the facilities at all times.

All contractor personnel performing on this contract shall meet ICD 704 eligibility requirements as determined by the U.S. Army Personnel Security Central Clearance Facility (CCF). The contractor shall be responsible for obtaining and maintaining all necessary security clearances for all their personnel on this contract (CDRL A005)

8.2 Physical Security.

The contractor shall be responsible for safeguarding all Government equipment, information and property provided for contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

Access and General Protection/Security Policy and Procedures: Contractor and all associated subcontractors employees shall comply with applicable installation, facility and area commander

installation/facility access and local security policies and procedures (provided by Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements as directed by Department of Defense (DoD), Headquarters, Department of the Army (HQDA) and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.

The contractor shall not release sensitive information to the general public without prior written approval from the Contracting Officer. All contractor requests to release sensitive information shall be in writing and clearly explain the necessity for release of the information and consequences if approval is not granted

8.3 Special Qualifications.

Contractor personnel performing work under this contract must be Level 1 Certified Alarm Technician by the National Burglar & Fire Alarm Association. Technicians will be certified in Digital Monitoring Products, Security Information Systems, Bosch CCTV, AXIS IP Video, Lenel, Cornnet, Pelco and Fiber Information Systems training, at time of the proposal submission, and must maintain the certifications required for the life of the contract.

8.4 Release of Information.

The contractor shall not disclose or release to other than Government-authorized persons or activities, the content of any Government software, procedures, materials or products generated under this contract, or information provided to the contractor.

8.5 Contract Management.

ACC-DTA is the contracting activity for the Government. As the Contracting Activity for this agency, they have the authority, through a duly appointed Procuring Contracting Officer (PCO), to enter into, administer, and/or terminate this contract and make related determinations and findings. Responsibilities after award are in accordance with those defined in the contract and those applicable portions of the Federal Acquisition Regulation (FAR) and its supplements. The TAO Contracting Officer is the only Government official who can provide direction to the contractor resulting in changes to the scope, schedule, and cost of this effort.

8.6 Contracting Officer Representative (COR).

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

8.7 Technical POC.

The Technical POC is a Government representative from INSCOM that provides direct oversight of the contractor's performance and reports any findings to the COR in a timely, complete and impartial manner.

While the Technical POC may serve as a direct conduit to provide Government guidance and feedback to the contractor on technical matters, they are not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the contractor deems may affect contract, price, terms or conditions shall be referred to the Contracting Officer for action.

8.8 Other Direct Costs.

- This category includes reproduction, and shipping expenses associated with training activities and visits to contractor facilities.
- Replacement of locks, access control devices, and other security equipment normally covered under this agreement that are damaged or destroyed by Acts of God, misuse, and extraordinary damage not caused by normal usage.

8.9 Government Furnished Items and Services.

- Services: The Government will provide escorts during all inspections, maintenance and repairs for services provided in this PWS.
- Facilities: N/ A
- Utilities: The Government will provide utilities necessary to perform the services as listed in this PWS. The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.
- Equipment: The Government will not provide any equipment.
- Materials: The Government will provide infrastructure architecture diagrams as necessary or required to perform these services listed in this PWS.

8.10 Contractor Furnished Items and Responsibilities.

- General: The contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Section 3 of this PWS.
- Equipment: The contractor shall furnish all equipment necessary to meet the requirements under this PWS.

8.11 Regulatory Compliance.

The contractor shall be required to comply with the current version (current at time of award) of the following DoD and Army documents, as appropriate. This list is not all inclusive:

FEDERAL AND DOD REGULATIONS

- Code of Federal Regulations, 29 CFR, Labor, Part 4, Labor Standards for Federal Service Contracts, 27 October 1983
- Code of Federal Regulations, 29 CFR, Labor, Part 1910, Occupational Safety & Health, 1 July 2002
- Federal Acquisition Regulation (FAR), Volume I, Parts 1 to 51 , September 2001
- Federal Acquisition Regulation (FAR), Volume II, Parts 52, 53, & Index, September 2001
- Joint Travel Regulation (JTR), Volume 2, 1 May 2003
- Joint Federal Travel Regulation (JFTR)
- Defense Federal Acquisition Regulation Supplement (DFARS), 17 August 1998
- DoD Regulation 5200.1-R, Information Security Program Regulation.
- ICD/ICS 705 Technical Specifications for Construction and Management of Sensitive Compartmented Information Facilities. 31 October 2011
- ICD 704, Personnel Security Standards and Procedures Governing Eligibility for Access to Sensitive Compartmented Information and Other Controlled Access

Program Information

- DoD Instruction 5000.64, Defense Property Accountability, 13 Aug., 2002
- DoD Directive 5134.01 Under Secretary for Defense for Acquisition, Technology and Logistics (USD (AT&L), Dec. 9, 2005
- NSTISSAM TEMPEST/2-95 Red/Black Installation Guidance (Change 1) February 2000

ARMED SERVICES REGULATIONS

- AR 25-1 Army Knowledge Management and Information Technology
- AR 25-2 Information Assurance
- Army Federal Acquisition Regulation Supplement (AFARS), October 2001
- AR 380-5, Department of the Army Information Security Program.
- AR 380-20, Restricted Areas
- AR 385-40, Accident Reporting and Records, 1 November 1994
- AR 700-141 , Hazardous Material Information System
- AR 735-5, Policies and Procedures for Property Accountability, 10 June 2002
- AR 380-5, Information Security
- AR 380-67, Dept of the Army, Personnel Security Prog

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	N/A

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 30-SEP-2021 TO 29-SEP-2022	N/A	CDR, 902ND MI GROUP 2600 ERNIE PYLE FORT MEADE MD 20755 (301) 677-5064 FOB: Destination	W23ACZ
000101	N/A	N/A	N/A	N/A

ACCOUNTING AND APPROPRIATION DATA

AA: 21120200000025203541112790000252G46CHF3W23ACZ11098001 CHF346030093
AMOUNT: \$245,000.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	W23ACZ11098001HJNINW	\$245,000.00

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7006	Billing Instructions	OCT 2005
252.232-7007	Limitation Of Government's Obligation	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (OCT 2018)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

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

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

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

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

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Reserved.

(u) Unauthorized Obligations.

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

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2021)

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

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

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

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

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

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

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

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

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

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

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

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

___ (10) [Reserved]

- ____ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).
- ____ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ____ (13) [Reserved]
- ____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- ____ (ii) Alternate I (MAR 2020) of 52.219-6.
- ____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- ____ (ii) Alternate I (MAR 2020) of 52.219-7.
- ____ (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).
- ____ (17)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)).
- ____ (ii) Alternate I (NOV 2016) of 52.219-9.
- ____ (iii) Alternate II (NOV 2016) of 52.219-9.
- ____ (iv) Alternate III (JUN 2020) of 52.219-9.
- ____ (v) Alternate IV (SEP 2021) of 52.219-9.
- ____ (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-13.
- ____ (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).
- ____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).
- X (22) (i) 52.219-28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).
- ____ (ii) Alternate I (MAR 2020) of 52.219-28.
- ____ (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).
- ____ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).
- ____ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- ____ (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- ____ (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- ____ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

____ (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

X (30)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

____ (ii) Alternate I (FEB 1999) of 52.222-26.

X (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

____ (ii) Alternate I (JUL 2014) of 52.222-35.

X (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

____ (ii) Alternate I (JUL 2014) of 52.222-36.

____ (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

____ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35)(i) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

____ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

X (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

____ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

____ (40) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (41)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-14.

____ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

____ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (JUN 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

____ (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

____ (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

____ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

____ (ii) Alternate I (JAN 2017) of 52.224-3.

____ (48) 52.225-1, Buy American--Supplies (JAN 2021) (41 U.S.C. chapter 83).

____ (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (JAN 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

____ (ii) Alternate I (JAN 2021) of 52.225-3.

____ (iii) Alternate II (JAN 2021) of 52.225-3.

____ (iv) Alternate III (JAN 2021) of 52.225-3.

____ (50) 52.225-5, Trade Agreements (OCT 2019) 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150

____ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

____ (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

____ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (57) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (OCT 2018) (31 U.S.C. 3332).

____ (59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

____ (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

____ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

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

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

X (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

____ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

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

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

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xiii) ____ (A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020) (E.O. 13658).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

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

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

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

(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 2-IN-1

(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.

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0302
Issue By DoDAAC	W50NH9
Admin DoDAAC**	W50NH9
Inspect By DoDAAC	W23ACZ
Ship To Code	W23ACZ
Ship From Code	079R2
Mark For Code	_____

Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(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.

Michael Tunstall michael.a.tunstall.civ@mail.mil

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

(End of clause)