# Provisions & Clauses - BIG-ST BAA General Solicitation - HM047623BAA0001

## SECTION B - Supplies or Services/Prices

B.1 Supplies or Services/Prices

| Item Number | Description | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|

This section is intentionally left blank and will be filled in at Topic Call level contract award.

## SECTION C - Description/Specifications

C.1 Description/Specifications

Please refer to individual Topic Calls under the BIG-ST BAA - HM047623BAA0001.

## SECTION D - Packaging and Marking

D.1 Packaging and Marking

This section is intentionally left blank.

## SECTION E - Inspection and Acceptance

E.1 Inspection and Acceptance

E.2 52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM). (APR 1984)

## SECTION F - Deliveries or Performance

F.1 Deliveries or Performance

| Item/Sub Number | Item Description | Quantity | Unit Of Issue | Delivery Address | Delivery Timeframe |
|---|---|---|---|---|---|
| | | | | | |

F.2 52.242-15 STOP-WORK ORDER. (AUG 1989)

Please refer to individual Topic Calls under the BIG-ST BAA - HM047623BAA0001.

## SECTION G - Contract Administration Data

G.1 Contract Administration Data

G.2 252.204-7006 BILLING INSTRUCTIONS-COST VOUCHERS. (MAY 2023)

G.3 5X252.201.602-2-91 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (JAN 2004)

The following contracting officer's representative(s) (COR) are appointed to this contract: (use for Awards)

PRIMARY:

[]

[]

ALTERNATE:

[]

[]

For ordering contracts, the COR(s) will be identified on each delivery/task order.

The COR(s) has a written designation memorandum on file with the procurement office. This memorandum, as directed by DFARs 252.201-7000(b), specifies the extent of the COR's authority to act on behalf of the contracting officer. This authority cannot be re-delegated to any other person. The alternate COR acts in behalf of the primary COR in absence of the primary COR and is appointed through a separate memorandum.

The primary responsibilities of CORs are:

1) Technical Liaison. Oversees the contractor's technical effort to ensure that performance is in strict accordance with the terms and conditions of the contract. Is the primary interface between the contractor and the contracting officer on matters pertaining to the contractor's technical performance. Answers technical questions, furnishes technical instruction and guidance to the contractor relating to contract specifications, and any other instructions of a technical nature necessary to perform the work as specified in the contract. CORs are not to tell the Contractor how to perform, but only what is required of a technical nature. If doubt exists as to whether information to be furnished falls within the scope of the contract, the COR is to coordinate action with the contracting officer prior to transmitting the information to the Contractor. Promptly responds to contracting officer queries for technical information and directs the contractor to submit requests for change, deviation or waiver in writing to the contracting officer. Keeps the contracting officer informed regarding communications with the contractor in order to prevent possible misunderstandings or situations that could affect contract terms and conditions and become the basis for future claims against the Government.

2) Monitoring contractor performance. Ensures delivery schedules are adhered to and provides quality assurance. Provides status to the contracting officer and other program personnel to ensure compliance with the technical requirements of the contract. If performance is not proceeding satisfactorily, or if problems are anticipated, promptly notifies the contracting officer and may provide a recommended technical course of correction action. Reviews and approves progress reports, technical reports, financial/management reports and other items requiring approval. Notifies the contracting officer if such reports or items should be rejected, stating the basis for rejection.

3) Technical Evaluation of Contractor Proposal. Evaluates contractor proposals for modifications and provides a written technical evaluation, to include price or cost elements, to the contracting officer.

4) Reviewing and Approving Payments and Acceptance. Reviews invoices and progress payments for accuracy and appropriateness and reports any discrepancies and provides concurrence (or non-concurrence) to the Contracting Officer. Approves payments and accepts work on the appropriate forms for services performed or supplies delivered.

5) Administration of Government Property. Submits to the contracting officer and property specialist a written evaluation of the disposition of any material/property furnished by the Government that is accountable to the contract.

6) Security. Coordinates all security requirements of the contract with the contractor and the agency security office, to include DD254s and contractor access to NGA networks. Ensures AIS accounts of departing NGA contractor on-site personnel are cancelled expeditiously. Keeps track of any classified documents or data provided and ensures return or destruction upon completion of the contract.

7) Maintenance of Files. Keeps a file of all records related to the contract to include, but not limited to, the contract, e-mail correspondence, formal written correspondence, reports, receiving and acceptance reports/forms, technical

evaluations, trip reports, meeting notes, status reports, past performance reports, government property reports and closeout records.

8) Administration of On-Site contractor personnel information. Maintains information on contractors, prime and subs, performing on-site at NGA facilities. Coordinates with the contractors and the Human Resource Office (HR) all contractor data changes, to include arrival and departure, names, physical location(s), NGA organization code of office responsible for contractor-occupied-space, and employer name, address and phone. Approves badging of contractors upon contractor completion and submittal of Contractor Data Input Record Form to HR and a standardized NGA non-disclosure statement.

CORs shall not direct the contractor in any manner that would be of the type of supervision or control that converts an individual who is an independent Contractor (such as a contractor employee) into a Government employee.

Notwithstanding the delegated duties listed herein, the COR does not possess the authority of a contracting officer and, therefore, shall not alter the terms and conditions of the contract in any way, to include any commitments or changes that will affect cost, price, quality, quantity, delivery, or any other term or condition of the contract. The contracting officer is the only official with the authority to enter into or modify contractual agreements or commitments. Unauthorized acts could result in personal liability.

The duties and responsibilities set forth herein are not intended to be all-inclusive. The contracting officer may delegate additional functions as deemed necessary.

COR appointment and termination on a specific contract shall be effective upon contract/order award or execution of a modification to the contract by the contracting officer.

(End of Clause)

G.4 5X52.232-9000 SUBMISSION OF INVOICE- DOD FMFO J-8 NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY (NGA) / (OCT 2023) - FOR USE IN CONTRACTS PAID BY THE NGA VENDOR PAY OFFICE

(a) The contractor shall prepare each invoice in accordance with the Prompt Payment Act and email one copy of the invoice to FMFOINSP@nga.mil.

(b) At the same time of submission of the invoice to the DOD FMFO J-8 NGA Vendor Pay Office, the contractor shall email a copy to the Contract Specialist and Contracting Officer (CO), and a copy to the Contracting Officer's Representative (COR) at the address set forth in the clause at 5X252.201-602-2-91, Contracting Officer's Representative (COR), if applicable. The contractor shall ensure that the invoice submitted to the payment office is the same invoice that is submitted to the CO, the COR, and the designated DCAA office when clause 5X252.242-9000 is used, without alteration.

(c) Upon receipt of the invoice, the COR will complete the receiving report and submit via the RRPT database tool. A copy of the completed receiving report shall also be provided to the Contracting Officer shown on the face of this contract/order.

(d) Payments will be made by DOD FMFO J-8 NGA Vendor Pay Office, 3838 Vogel Rd, Arnold, MO 63010.

(e) Contractors wishing to check the payment status of their vouchers may do so by calling NGA / DOD FMFO J-8 NGA Vendor Support at (636)321-5251. In addition, questions may be directed to the COR. In the absence of a COR, contact the Procuring Contracting Officer (PCO), whose name and contact information appear on the face page of this contract/order.

(End of Clause)

G.5 5X252.242-9000 APPROVING PAYMENTS (COST REIMBURSEMENT, TIME AND MATERIALS, AND LABOR HOUR CONTRACTS) (MAR 2023)

(a) Interim Voucher Receipt and Approval in accordance with DFARS 242.803(b)(i)(A) and (B), the contractor shall prepare an original and three (3) copies of each voucher in accordance with the applicable Prompt Payment Clause (see 5X52.232-9000). The remaining copies of the vouchers shall be submitted to the Contracting Officer shown on page 1 of the contract/modification and the Contracting Officer's Representative shown in Section G.

(b) In the event discrepancies are discovered by the Contracting Officer/Contracting Officer's Representative before payment of the voucher, the Contracting Officer/Contracting Officer's Representative will notify the DCAA auditor, who will coordinate resolution of the discrepancies and secure a corrected voucher as deemed necessary. Copies of the corrected voucher will be submitted to the Contracting Officer/Contracting Officer's Representative. If an offset is required due to a discrepancy on a paid voucher, then the contractor will show the offset on a subsequent voucher.

(c) Completion/Final Voucher: The contractor shall submit final vouchers and closing documents to DCAA and the Contracting Officer. After DCAA review, the Contracting Officer approves all completion/final vouchers(s) and sends to the paying office.

(End of Clause)

**BILLING INSTRUCTIONS**

a. The Contractor shall submit separate payment invoices covering the amount claimed to be due for services rendered under a contract or each task order issued under an existing IDIQ contract.

b. Invoices will be submitted electronically and shall contain the information required by FAR 52.232-25, Prompt Payment, including the following:

(1) Contract number or Base IDIQ contract number and task order number;
(2) CLIN Description
(3) CLIN/SLIN charged amount;
(4) Dates services were rendered;
(5) Direct labor hour charges by labor category and rate for services rendered (not applicable to FFP);
(6) Other direct costs, if any;
(7) Cumulative value of billings by CLIN/SLIN to date against the applicable contract or task order.

c. Payment invoices for all contracts or task orders shall be submitted in accordance with the payment schedule, but shall not be submitted more frequently than once a month or by Contracting Officer discretion.

d. Additional billing instructions may be provided under each contract or task order.

e. IDIQ Task Orders. In addition to the above:
(1) By execution of the task order, the Contractor acknowledges that invoice substantiation instruction requirements may differ under each task order, and the Contractor agrees to provide all data required by the Ordering Contracting Officer to substantiate invoices.
(2) Funding and billing instructions will be provided at the task order level.

(End of Billing instructions)

G.6.1 DFARS PGI 204.7108 Payment Instructions

See: https://www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions

**SECTION H - Special Contract Requirements**

H.1 DORMANT ACCOUNT REVIEW-QUARTERLY PARTICIPATION

The Dormant Account Review, Quarterly (DAR-Q) process, is the Department of Defense (DoD) requirement to increase the Department's and NGA's ability to use available appropriations before they expire and ensure remaining open obligations are valid and liquidated before the cancellation of the appropriation. NGA disseminates and receives DAR-Q information to and from NGA's Industry Partners using the National Reconnaissance Office (NRO) unclassified Acquisition Research Center (ARC) website. NGA provides consolidated lists of lines of accounting for validation, of which contractor participation is mandatory.
Contractors holding NGA contracts and/or orders are required to support the NGA DAR-Q process. Each contractor must select two points of contact (POCs) to establish and maintain active accounts on the unclassified NRO ARC at https://acq.westfields.net.
Contractor POCs use the following information to register:
1.) Full name;
2.) SSN (Optional);
3.) Unclassified email address;
4.) DUNS number; and
5.) Unclassified telephone number.
From the https://acq.westfields.net homepage, click on "Register" in the upper-right-hand corner of the page; follow the instructions, and enter the requested data. Although not required for DAR-Q compliance, POCs possessing a classified email account may enter that information during registration to also create a classified ARC account.
POCs should be aware that account activation requires the registered user to validate the account by email within 24 hours of registration. Questions or problems related to the website or the registration process should be directed to the unclassified Acquisition Center of Excellence (ACE) Help IT Desk at 703-230-6300 or acehelpdesk@westfields.net.
NGA will conduct quarterly DAR-Q reviews in accordance with the DoD Financial Management Regulations (FMR). Contractors with dormant Unliquidated Obligations appearing on any specific quarterly DAR-Q review will be notified via the NRO ARC. Once notified, contractor POCs are required to validate and upload the contractors' responses, including supporting documentation, to the NRO ARC by the due date set forth in the relevant timelines outlined by NGA and the FMR.

H.2 Special Contract Requirements

**KEY PERSONNEL CLAUSE**

(a) The Contractor shall assign to perform this contract those persons whose resumes were submitted with its proposal and who are identified below or in the Contractor's proposal as Key Personnel. No substitutions of these Key Personnel shall be made except in accordance with this clause.

(b) The Contractor agrees that during the first twelve months of contract performance, no key personnel substitutions will be made unless necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below on the proposed replacement for Government approval.

(c) After the initial twelve-month period, the Contractor must obtain Government approval of the substitution prior to removing the approved Key Personnel from performance. All proposed substitutions/additions must be submitted, in writing, to the Contracting Officer at least 30 days (60 days if security clearances are involved) in advance of the proposed substitution and provide the information required by paragraph (d) below.

(d) All requests for substitutions/additions must include a detailed explanation of the circumstances necessitating the proposed substitution or addition, a complete resume for the proposed substitute or addition including skills, experience, education, training, and security level. As determined by the Contracting Officer, all proposed substitutes/additions must have qualifications that meet or exceed the qualifications of the person to be replaced.

(e) The Contracting Officer or his authorized representatives will evaluate the request(s) and the Contracting Officer will notify the Contractor, in writing, of approval or disapproval. Disapproval of the proposed individual(s) shall not provide grounds for nonperformance by the
Contractor or form the basis of any claim for monies, delivery schedule extension, or any other equitable adjustment.

(f) The personnel set forth as proposed by the Contractor as identified in the Contractor's proposals as Key Personnel, comprise the list of Key Personnel required to perform under these contracts. The list may be modified in accordance with the above, to substitute or add personnel:

- **Insert Name - Principal Investigator**
- **Insert Name - Program Manager**

Failure to comply with the above throughout the life of this contract may result in a poor past performance survey in this area.

(End of Clause)

**SECTION I - Contract Clauses**

I.1 Contract Clauses

I.2 52.202-1 DEFINITIONS. (JUN 2020)

I.3 52.203-3 GRATUITIES. (APR 1984)

I.4 52.203-5 COVENANT AGAINST CONTINGENT FEES. (MAY 2014)

I.5 52.203-7 ANTI-KICKBACK PROCEDURES. (JUN 2020)

I.6 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I.7 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY. (MAY 2014)

I.8 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (JUN 2020)

I.9 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)

(a) The Contractor shall post notice of employees rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act).

(b) The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are funded in whole or in part with Recovery Act funds.

(End of clause)

I.10 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS. (NOV 2023)

I.11 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS. (JAN 2017)

I.12 52.204-2 SECURITY REQUIREMENTS. (MAR 2021)

I.13 52.204-2 SECURITY REQUIREMENTS. (MAR 2021) - ALTERNATE I (APR 1984)

I.14 52.204-4 RESERVED

I.15 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (JAN 2011)

I.16 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)

I.17 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE. (AUG 2020)

I.18 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS. (DEC 2014)

I.19 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (NOV 2021)

I.20 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB COVERED ENTITIES. (DEC 2023)

I.21 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (NOV 2021)

I.22 52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION. (JUN 2023)

I.23 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (NOV 2021)

I.24 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS. (OCT 2018)

I.25 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS. (NOV 2015)

I.26 52.215-2 AUDIT AND RECORDS - NEGOTIATION. (JUN 2020)

I.27 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT. (OCT 1997)

I.28 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA. (AUG 2011)

I.29 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (JUN 2020)

I.30 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA. (JUN 2020)

I.31 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (JUN 2020)

I.32 52.215-15 PENSION ADJUSTMENTS AND ASSET REVERSIONS. (OCT 2010)

I.33 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY. (OCT 1997)

I.34 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS. (JUL 2005)

I.35 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES. (OCT 1997)

I.36 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS. (NOV 2021)

I.37 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (JUN 2020)

I.38 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES. (JUN 2020) -- ALTERNATE I (OCT 2009)

I.39 52.216-7 ALLOWABLE COST AND PAYMENT. (AUG 2018)

(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.

I.40 52.216-7 ALLOWABLE COST AND PAYMENT. (AUG 2018) - ALTERNATE II (AUG 2012)

(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.

I.41 52.216-7 ALLOWABLE COST AND PAYMENT. (AUG 2018) - ALTERNATE IV (AUG 2012)

(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.

I.42 52.216-8 FIXED FEE. (JUN 2011)

I.43 52.216-11 COST CONTRACT - NO FEE. (APR 1984)

I.44 52.216-11 COST CONTRACT - NO FEE. (APR 1984) - ALTERNATE I (APR 1984)

I.45 52.216-12 COST-SHARING CONTRACT - NO FEE. (APR 1984)

I.46 52.216-12 COST-SHARING CONTRACT - NO FEE. (APR 1984) - ALTERNATE I (APR 1984)

I.47 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within any time before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 20days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

I.48 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS. (FEB 2024)

I.49 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (SEP 2023) - ALTERNATE III (JUN 2020)

I.50 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN. (SEP 2021)

I.51 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION. (FEB 2024)

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

(2) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* [ ] .]

(5) Economically disadvantaged women-owned small business (EDWOSB) joint venture. The Contractor represents that it [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* [ ] .]

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

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

(8) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program*. The Contractor represents that it [ ] is, [ ] is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*The Contractor shall enter the name and unique entity identifier of each party to the joint venture:* [ ].]

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

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

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

I.52 52.222-2 PAYMENT FOR OVERTIME PREMIUMS. (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero or the overtime premium is paid for work-

I.53 52.222-3 CONVICT LABOR. (JUN 2003)

I.54 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (APR 2015)

I.55 52.222-26 EQUAL OPPORTUNITY. (SEP 2016)

I.56 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (JUN 2020)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.57 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

I.58 52.222-37 EMPLOYMENT REPORTS ON VETERANS. (JUN 2020)

I.59 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT. (DEC 2010)

I.60 52.222-50 COMBATING TRAFFICKING IN PERSONS. (NOV 2021)

I.61 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (MAY 2022)

I.62 52.223-6 DRUG-FREE WORKPLACE. (MAY 2001)

I.63 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (JUN 2020)

I.64 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (FEB 2021)

I.65 52.227-1 AUTHORIZATION AND CONSENT. (JUN 2020) -- ALTERNATE I (APR 1984)

I.66 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT. (JUN 2020)

I.67 52.227-10 FILING OF PATENT APPLICATIONS - CLASSIFIED SUBJECT MATTER. (DEC 2007)

I.68 52.227-11 PATENT RIGHTS-OWNERSHIP BY THE CONTRACTOR. (MAY 2014)

(j) *Communications.*[Complete according to agency instructions.]

I.69 52.228-7 INSURANCE - LIABILITY TO THIRD PERSONS. (MAR 1996)

I.70 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (FEB 2013)

I.71 52.230-2 COST ACCOUNTING STANDARDS. (JUN 2020)

I.72 52.230-5 COST ACCOUNTING STANDARDS - EDUCATIONAL INSTITUTION. (JUN 2020)

I.73 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS. (JUN 2010)

I.74 52.232-2 PAYMENTS UNDER FIXED-PRICE RESEARCH AND DEVELOPMENT CONTRACTS. (APR 1984)

I.75 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)

I.76 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS. (APR 1984)

I.77 52.232-17 INTEREST. (MAY 2014)

I.78 52.232-20 LIMITATION OF COST. (APR 1984)

I.79 52.232-22 LIMITATION OF FUNDS. (APR 1984)

I.80 52.232-23 ASSIGNMENT OF CLAIMS. (MAY 2014)

I.81 52.232-25 PROMPT PAYMENT. (JAN 2017)

I.82 52.232-25 PROMPT PAYMENT. (JAN 2017) - ALTERNATE I (FEB 2002)

I.83 52.232-32 PERFORMANCE-BASED PAYMENTS. (APR 2012)

(a) *Amount of payments and limitations on payments*. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment*. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests*. (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (a) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments*. (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments*. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title*. (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract,

(2) *Property,* as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss*. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls*. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access*. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default*. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights*. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment*. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification*. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that-

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

I.84 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT. (OCT 2018)

I.85 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)

I.86 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (MAR 2023)

I.87 52.233-1 DISPUTES. (MAY 2014)

I.88 52.233-3 PROTEST AFTER AWARD. (AUG 1996)

I.89 52.233-3 PROTEST AFTER AWARD. (AUG 1996) - ALTERNATE I (JUN 1985)

I.90 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)

I.91 52.239-1 PRIVACY OR SECURITY SAFEGUARDS. (AUG 1996)

I.92 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS. (APR 1984)

I.93 52.242-3 PENALTIES FOR UNALLOWABLE COSTS. (DEC 2022)

I.94 52.242-13 BANKRUPTCY. (JUL 1995)

I.95 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987)

I.96 52.243-2 CHANGES - COST-REIMBURSEMENT. (AUG 1987) - ALTERNATE V (APR 1984)

I.97 52.243-3 CHANGES - TIME-AND-MATERIALS OR LABOR-HOURS. (SEP 2000)

I.98 52.243-7 NOTIFICATION OF CHANGES. (JAN 2017)

(b) *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 2 (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

(d) *Government response.* The Contracting Officer shall promptly, within 5 (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

I.99 52.244-2 SUBCONTRACTS. (JUN 2020)

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts: [ ]

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: [ ]

I.100 52.244-5 COMPETITION IN SUBCONTRACTING. (AUG 2024)

I.101 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (NOV 2024)

I.102 52.245-1 GOVERNMENT PROPERTY. (SEP 2021)

I.103 52.245-1 GOVERNMENT PROPERTY. (SEP 2021) - ALTERNATE I (APR 2012)

I.104 52.245-1 GOVERNMENT PROPERTY. (SEP 2021) - ALTERNATE II (APR 2012)

I.105 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM). (APR 1984)

I.106 52.249-5 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (EDUCATIONAL AND OTHER NONPROFIT INSTITUTIONS). (AUG 2016)

I.107 52.249-6 TERMINATION (COST-REIMBURSEMENT). (MAY 2004)

I.108 52.249-9 DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT). (APR 1984)

I.109 52.249-14 EXCUSABLE DELAYS. (APR 1984)

I.110 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

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

(End of clause)

I.111 52.252-6 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 [insert regulation name] (48 CFR [ ]) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of clause)

I.112 52.253-1 COMPUTER GENERATED FORMS. (JAN 1991)

I.113 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE. (DEC 1991)

I.114 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS. (SEP 2011)

I.115 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES. (JAN 2023)

I.116 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (DEC 2022)

I.117 252.204-7000 DISCLOSURE OF INFORMATION. (OCT 2016)

I.118 252.204-7002 PAYMENT FOR CONTRACT LINE OR SUBLINE ITEMS NOT SEPARATELY PRICED. (APR 2020)

I.119 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT. (APR 1992)

I.120 252.204-7004 ANTITERRORISM AWARENESS TRAINING FOR CONTRACTORS. (JAN 2023)

I.121 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION. (JAN 2023)

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

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

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

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

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

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

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

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

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

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

(b) *Restrictions*. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party's reporting of a cyber incident pursuant to DFARS clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government's activities related to clause 252.204-7012, and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

(4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to-

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) *Subcontracts*. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial products and commercial services, without alteration, except to identify the parties.

(End of clause)

I.122 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING. (MAY 2024)

I.123 252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT. (JAN 2023)

I.124 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS. (OCT 2024)

I.125 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM. (MAY 2019)

I.126 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS. (DEC 2012)

I.127 252.223-7006 PROHIBITION ON STORAGE, TREATMENT, AND DISPOSAL OF TOXIC OR HAZARDOUS MATERIALS. (SEP 2014)

I.128 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES. (APR 2022)

I.129 252.225-7048 EXPORT-CONTROLLED ITEMS. (JUN 2013)

I.130 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS. (JAN 2023)

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

*Indian* means-

(1) Any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c); and

(2) Any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

*Indian organization* means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. chapter 17.

*Indian-owned economic enterprise* means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

*Indian tribe* means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

*Interested party* means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

*Native Hawaiian small business concern* means an entity that is-

(1) A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632) and relevant implementing regulations; and

(2) Owned and controlled by a Native Hawaiian as defined in 25 U.S.C. 4221(9).

(b) The Contractor shall use its best efforts to give Indian organizations, Indian-owned economic enterprises, and Native Hawaiian small business concerns the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to-

(1)(i) For matters relating to Indian organizations or Indian-owned economic enterprises:

U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Bureau Procurement Chief, 12220 Sunrise Valley Drive, Reston, VA 20191, Phone: 703-390-6433, Website: *https://www.bia.gov/*.

(ii) The BIA will determine the eligibility and will notify the Contracting Officer.

(2)(i) For matters relating to Native Hawaiian small business concerns:

Department of Hawaiian Home Lands, P.O. Box 1879, Honolulu, HI 96805, Phone: 808-620-9500, Website: *http://dhhl.hawaii.gov/*.

(ii) The Department of Hawaiian Home Lands will determine the eligibility and will notify the Contracting Officer.

(e) No incentive payment will be made-

(1) While a challenge is pending; or

(2) If a subcontractor is determined to be an ineligible participant.

(f)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an incentive payment in accordance with this clause.

(2) The incentive amount that may be requested is 5 percent of the estimated cost, target cost, or fixed price included in the subcontract at the time of award to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(3) In the case of a subcontract for commercial products or commercial services, the Contractor may receive an incentive payment only if the subcontracted items are produced or manufactured in whole or in part by an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(4) The Contractor has the burden of proving the amount claimed and shall assert its request for an incentive payment prior to completion of contract performance.

(5) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the estimated cost, target cost, or fixed price included in the subcontract awarded to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(6) If the Contractor requests and receives an incentive payment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the incentive amount.

(g) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts exceeding $500,000.

I.131 252.227-7011 ASSIGNMENTS. (AUG 1984)

The Contractor hereby conveys to the Government, as represented by the Secretary of [ ], the entire right, title, and interest in and to the following patents (and applications for patent), in and to the inventions thereof, and in and to all claims and demands whatsoever for infringement thereof heretofore accrued, the same to be held and enjoyed by the Government through its duly appointed representatives to the full end of the term of said patents (and to the full end of the terms of all patents which may be granted upon said applications for patent, or upon any division, continuation-in-part or continuation thereof):

U.S. Patent No. [ ]

Date [ ]

Name of Inventor [ ]

U.S. Application Serial No. [ ]

Filing Date [ ]

Name of Inventor [ ]

I.132 252.227-7013 RIGHTS IN TECHNICAL DATA-OTHER THAN COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (MAR 2023)

I.133 252.227-7014 RIGHTS IN OTHER THAN COMMERCIAL COMPUTER SOFTWARE AND OTHER THAN COMMERCIAL COMPUTER SOFTWARE DOCUMENTATION. (MAR 2023)

I.134 252.227-7015 TECHNICAL DATA-COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (MAR 2023)

I.135 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION. (JAN 2023)

I.136 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS-COMPUTER SOFTWARE. (JAN 2023)

I.137 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS. (JAN 2023)

I.138 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE. (APR 1988)

I.139 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE. (APR 1988)

I.140 252.227-7030 TECHNICAL DATA - WITHHOLDING OF PAYMENT. (MAR 2000)

I.141 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA. (JAN 2023)

I.142 252.227-7038 PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS). (JUN 2012)

I.143 252.227-7039 PATENTS - REPORTING OF SUBJECT INVENTIONS. (APR 1990)

I.144 252.231-7000 SUPPLEMENTAL COST PRINCIPLES. (DEC 1991)

I.145 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS. (DEC 2018)

I.146 252.232-7010 LEVIES ON CONTRACT PAYMENTS. (DEC 2006)

I.147 252.232-7012 PERFORMANCE-BASED PAYMENTS-WHOLE-CONTRACT BASIS. (DEC 2022)

(a) Performance-based payments shall form the basis for the contract financing payments provided under this contract, and shall apply to the whole contract. The performance-based payments schedule (Contract Attachment [ ]) describes the basis for payment, to include identification of the individual payment events, evidence of completion, and amount of payment due upon completion of each event.

(b) In accordance with 10 U.S.C. 3802(c), the Contractor's financial statements shall be in compliance with Generally Accepted Accounting Principles in order to receive performance-based payments.

(c)(1) The Contractor shall, in addition to providing the information required by FAR 52.232-32, submit information for all payment requests using the following format:

| Current performance-based payment(s) event(s) addressed by this request: | | |
|---|---|---|
| Contractor shall identify- | Amount | Totals |
| (1)(a) Negotiated value of all previously completed performance-based payment(s) event(s); | | |
| (1)(b) Negotiated value of the current performance-based payment(s) event(s); | | |
| (1)(c) Cumulative negotiated value of performance-based payment(s) event(s) completed to date (1a) + (1b); and | | |
| (2) Total costs incurred to date; | | |

(2) Incurred cost is determined by the Contractor's accounting books and records, to which the Contractor shall provide access upon request of the Contracting Officer. An acceptable accounting system in accordance with DFARS 252.242-7006 is not required for reporting of incurred costs under this clause. If the Contractor's accounting system is not capable of tracking costs on a job order basis, the Contractor shall provide a realistic approximation of the allocation of incurred costs attributable to this contract in accordance with the Contractor's accounting system. FAR 52.232-32(m) does not require certification of incurred costs.

(d) *Security for financing.* (1) Title to the property described in paragraph (f) of the clause at FAR 52.232-32, Performance-Based Payments, is the preferred security for receipt of performance-based payments.

(2)(i) If the Contractor's accounting system is not capable of identifying and tracking through the build cycle the property that is allocable and properly chargeable to this contract, the Contracting Officer may consider acceptance of one or a combination of the following alternative forms of security sufficient to constitute adequate security for the performance-based payments and so specify in the contract, consistent with FAR 32.202-4:

(A) A paramount lien on assets.

(B) An irrevocable letter of credit from a federally insured financial institution.

(C) A bond from a surety, acceptable in accordance with FAR part 28.

(D) A guarantee of repayment from a person or corporation of demonstrated liquid net worth, connected by significant ownership interest to the Contractor.

(E) Title to identified Contractor assets of adequate worth.

(ii) Paragraph (f) of the clause at FAR 52.232-32 does not apply to the extent that the Contractor and the Contracting Officer agree on alternative forms of security. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment will be made under this contract. Upon receipt of adequate security, financing payments will be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

(End of clause)

I.148 252.235-7002 ANIMAL WELFARE. (DEC 2014)

I.149 252.235-7004 PROTECTION OF HUMAN SUBJECTS. (JUL 2009)

I.150 252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER. (MAY 1995)

I.151 252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT. (DEC 2019)

I.152 252.239-7018 SUPPLY CHAIN RISK. (DEC 2022)

I.153 252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM. (MAY 2011)

I.154 252.242-7005 CONTRACTOR BUSINESS SYSTEMS. (FEB 2012)

I.155 252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION. (FEB 2012)

I.156 252.243-7001 PRICING OF CONTRACT MODIFICATIONS. (DEC 1991)

I.157 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT. (DEC 2022)

I.158 252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES. (NOV 2023)

I.159 252.244-7001 CONTRACTOR PURCHASING SYSTEM ADMINISTRATION. (MAY 2014)

I.160 252.245-7000 GOVERNMENT-FURNISHED MAPPING, CHARTING, AND GEODESY PROPERTY. (APR 2012)

I.161 252.245-7003 CONTRACTOR PROPERTY MANAGEMENT SYSTEM ADMINISTRATION. (APR 2012)

I.162 52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020)

(a) Definitions. As used in this clause-

Acquisition function closely associated with inherently governmental functions means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

(1) Planning acquisitions.

(2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.

(3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.

(4) Evaluating contract proposals.

(5) Awarding Government contracts.

(6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).

(7) Terminating contracts.

(8) Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is-

(1) An employee of the contractor; or

(2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

Non-public information means any Government or third-party information that-

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are-

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from-

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall-

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by-

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee-

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation-

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include-

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for-

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall-

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts-

(1) That exceed the simplified acquisition threshold; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of clause)

I.163 5X252.204-7000-90 PUBLIC RELEASE OF INFORMATION (MAR 2023)

(a) Except as provided in paragraph (b) of this clause, information pertaining to this contract shall not be released to the public unless authorized by the Contracting Officer in accordance with DFARS 252.204-7000, Disclosure of Information. Requests for approval to release information pertaining to this contract (other than past performance) shall be submitted to the Contracting Officer by means of NGA Form 5230-1, National Geospatial-Intelligence Agency Request for Clearance for Public Release.

(b) The contractor may provide past performance information regarding this contract, without completing an NGA Form 5230-1 and without Contracting Officer approval when submission of such information is to the Office of the Director of National Intelligence (ODNI), the Central Intelligence Agency (CIA), the National Reconnaissance Office (NRO), the National Security Agency (NSA), the Defense Intelligence Agency (DIA), and NGA to support source selections at those agencies. The contractor is responsible for the proper classification and handling of such information and shall provide a copy of the information submitted to other agencies to the Contracting Officer.

(End of clause)

I.164 5X52.219-9002 SMALL BUSINESS GOAL (NOV 2013)

(a)The magnitude of this contract may require businesses to team, partner, and/or subcontract with other business concerns large and small. The Government has set a small business subcontracting goal of TOPIC CALL DEPENDENT % of total contract dollars. All large business contractors will be expected to meet and maintain their approved subcontracting goals through the life of the contract in accordance with applicable statutory and regulatory requirements.

(b)Data regarding each large business contractor's small business subcontractor performance shall be provided as follows:

(1) After contract award, large business contractors shall submit data (See paragraph (2)) that identifies the small business subcontractors and work that has been awarded to them in accordance with FAR Part 52.219-9(d)(10)(ii).

(2) The NGA Program Small Business Performance slide (see template in NARI Part 5X53 - Forms) in Section J shall be submitted during the Program Management Review and based on the approved small business subcontracting plan that is a material requirement of this contract.

(End of Clause)

I.165 5X52.227-9000 UNAUTHORIZED USE OF NGA NAME, SEAL AND INITIALS (JUN 2006)

(a) As provide in 10 U.S.C. Section 425, no person may, except with the written permission of both the Secretary of Defense and the Director of National Intelligence, knowingly use the words "National Geospatial-Intelligence Agency", "National Imagery and Mapping Agency", or "Defense Mapping Agency," the initials "NGA", "NIMA", or "DMA," the seal of National Geospatial-Intelligence Agency, National Imagery and Mapping Agency, or the Defense Mapping Agency, or any colorable imitation of such words, initials, or seal in connection with any merchandise, retail product, impersonation, solicitation, or commercial activity in a manner reasonably calculated to

convey the impression that such use is approved, endorsed, or authorized by the Secretary of Defense and the Director of Central Intelligence.

(b) Whenever it appears to the U.S. Attorney General that any person is engaged or about to engage in an act or practice which constitutes or will constitute conduct prohibited by paragraph (a), the Attorney General may initiate a civil proceeding in a district court of the United States to enjoin such act or practice. Such court shall proceed as soon as practicable to hearing and determination of such action and may, at any time before final determination, enter restraining orders or prohibitions, or take such other action as is warranted, to prevent injury to the United States, or to any person or class of persons for whose protection the action is brought.

(End of Clause)

I.166 5X52.227-9001 ACTIVITIES THAT AFFECT U.S. PERSONS (NOV 2016)

This contract is sponsored by the National Geospatial-Intelligence Agency. All work and services to be performed hereunder shall be in strict compliance with procedures set forth in DoDM 5240.01.

(End of Clause)

I.167 5X52.235-9001 COMPTROLLER GENERAL ACCESS TO RECORDS (JUL 2001)

The Comptroller General, at its discretion, shall have access to and the right to examine records of any party to this agreement or any entity that participates in the performance of this agreement that directly pertains to, and involved transactions relating to, the agreement.

Excepted from this requirement is any party to this agreement or any entity that participates in the performance of the agreement, or any subordinate element of such party or entity, that has not entered into any other agreement (contract, grant, cooperative agreement, or "other transaction") that provides for audit access by a government entity in the year prior to the date of the agreement.

This clause shall not be construed to require any party or entity, or any subordinate element of such party or entity that participates in the performance of the agreement, to create or maintain any record that is not otherwise maintained in the ordinary course of business or pursuant to a provision of law.

The Comptroller General shall have access to these records until three years after the date the final payment is made by the United States.

The recipient of the agreement shall flow down this provision to any entity that participates in the performance of the agreement.

Local Prescription:

1. All Agreement Officers shall include the enclosed clause that provides access by the Comptroller General to records that directly pertain to other transactions for prototype solicitations and agreements awarded under the authority of 10 U.S.C. 2371. This clause is required only for those agreements in which the total government payments are in excess of $5,000,000.

2. However, if a contractor or member of a consortium being awarded the other transaction for prototype agreement has not entered into a contract, grant, cooperative agreement or other transaction agreement that contains such an audit clause within the year prior to the date of the prototype agreement, there is no requirement for the audit clause.

3. This requirement may be waived by the head of the contracting activity if it is determined that it would not be in the public interest to apply the requirement to the agreement. If the requirement is waived, a notification must be transmitted to the Committees on Armed Services of the Senate and the House Representatives, the Comptroller General, and the Director, Defense Procurement prior to execution of the agreement.

4. The Agreement Officer must notify the head of the contracting activity of any situations in which (a) companies refuse to enter into agreements as a result of the inclusion of the subject clause) or (b) the clause restricted NIMA's access to companies that typically do not do business with the Department of Defense.

(End of Clause)

I.168 5X52.37-9000 CONTRACTOR EMPLOYEE DATA FOR ACCESS TO NGA FACILITIES OR SENSITIVE SYSTEMS (OCT 2005)

1. This clause defines the contractor's responsibilities for providing accurate contractor data, and providing updates to that data, for NGA's Human Capital Management System (HCMS). NGA requires that all contractors provide initial and timely updates to HCMS data for all personnel performing under this contract who have access to NGA facilities or sensitive systems, as determined by the contracting officer.

2. The Contractor shall:

a. Provide the Contracting Officers Representative (COR) a Point of Contact (POC) for providing and maintaining contractor personnel data for the HCMS database. The POC shall be provided to the COR, in writing, within 10 days of contract award (or modification inserting this clause). For contracts with an on-site Project Lead or Program Manager, this person shall serve as the POC.

b. Provide the COR initial HCMS data for their personnel within 10 days of contract award or modification. The information that is to be provided for HCMS shall include: persons full legal name, social security number, citizenship status, NGA contract number, prime contractor name, NGA location and organization where the person will be working, and a 24/7 emergency contact point for the contractor.

c. Notify the COR of all contractor data changes within 10 days of the change. Changes include new or departing contractor personnel and any change to information provided in paragraph b above. If the contract number under which a contractor or its personnel work changes, the POC for the contract receiving the personnel shall notify the COR within 10 days of the change.

d. Provide response to all inquiries made by NGA as to the validity and completeness of contractor data records in the HCMS database within two weeks of date of request.

e. Ensure all employees attend in-processing and out-processing briefings.

(End of Clause)

I.169 5X52.237-9001 CONTRACTOR IDENTIFICATION (JAN 2012)

The contractor shall ensure that contractor personnel, including their sub-contractor personnel, identify themselves as contractor personnel, by introducing themselves or being introduced as contractor personnel when:

(1) attending meetings with Government personnel or contractors performing under a contract awarded to support NGA requirements,

(2) answering government telephones,

(3) providing any type of written or electronic mail correspondence, and

(4) working in any other situation where their actions could be construed as an official Government act or representation of the Government.

The contractor shall ensure that contractor personnel possess and properly display Government-issued identification badges when on NGA property or when attending NGA meetings not located on NGA property.

The contractor will ensure that contractor personnel, when performing in a contractor capacity, refrain from using their retired or reserve component military rank or title in all written and verbal communications.

The Government may include the results of the contractor's ability to adhere to this clause in quality assurance surveillance plans and award fee plans as part of the overall administration of this contract.

(End of Clause)

I.170 5X52.239-9001 GEOINT STANDARDS AND PROFILE IMPLEMENTATION/COMPLIANCE FOR A NEW PROGRAM (HEREAFTER REFERRED TO AS NPX) (DEC 2011)

(a) The Contractor shall engage in a collaborative/iterative process with NGA [specifically the National Center for Geospatial Intelligence Standards (NCGIS) and the NGA Architecture and Standards Board's (NASB) Integrated Architecture Working Group (IAWG)], to identify and assess standards selected from NSG Enterprise Architecture Standards Views (StdV-1 and StdV-2) in order to implement mandated

standards through the use of Capability Standards Profiles (CSP) for the specific GEOINT capability being delivered.

(b) The Contractor shall review NSG StdV-1 and StdV-2 updates for new and emerging standards annually, in accordance with DOD IT Standards Registry (DISR)/IC Standards Registry (ICSR) mandated baselines, which may impact the NPX CSP. This

assessment shall include cost data, interoperability factors and developer recommendations which will be provided during scheduled program reviews established by Program Management.

(c) The Contractor shall use, reuse and/or extend existing mandated or emerging GEOINT standards and profiles where such use/reuse benefits interoperability and supports cost, schedule, and performance measures. Only where existing standards fail to meet a specific functionality supporting the program's desired capability may the Contractor recommend alternative standards to be followed in the NPX CSP design. These recommendations will include supporting rationale, drawing on the contractor's knowledge of applicable industry standards, other standards cited in the DISR, ICSR/IC Enterprise Registry and Repository (ER2), or evolving/emerging community standards.

(d) The Contractor shall submit waivers through the Program Manager to the NASB when selecting/implementing standards inconsistent with NGA's StdV-1 and/or those prescribed in DISR/ICSR/ER2, and may be required to brief the government regarding the use of non-StdV-1 standards if they are necessary to satisfy NPX capability and functionality.

(e) The Contractor shall provide the Government access to the CSPs and required architecture views, and present status of CSP and standards conformance at Government readiness reviews if requested.

(f) The Contractor shall obtain Government approval for changes to the NPX CSP. At a minimum, approval shall come from the Program Office/NCCB and the NASB for impacts to the Architecture and NSG interoperability.

(g) The Contractor shall obtain final approval from the cognizant NGA contracting officer prior to implementing NPX CSP changes that affect the requirements of the contract.

(End of Clause)

I.171 5X52.242-9001 OBSERVANCE OF LEGAL HOLIDAYS, DELAYED ARRIVAL OR EARLY RELEASE OF FEDERAL EMPLOYEES. (MAR 2022)

(a) The National Geospatial-Intelligence Agency observes the following days as Federal holidays:

New Year's Day - January 1st

Martin Luther King's Birthday - 3rd Monday in January

Washington's Birthday - 3rd Monday in February

Memorial Day - Last Monday in May

Juneteenth Independence Day - June 19th

Independence Day - July 4th

Labor Day - 1st Monday in September

Columbus Day - 2nd Monday in October

Veterans Day - November 11th

Thanksgiving Day - 4th Thursday in November

Christmas Day - December 25th

Inauguration Day - January 20th of each fourth year after 1965

Washington DC - Metropolitan Area only

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(b) Federal law (5 U.S.C. 6103) establishes the public holidays listed. Please note that most contractors work a Monday through Friday schedule. For these contractor employees, when a holiday falls on a non-workday -- Saturday or Sunday -- the holiday usually is observed on Monday (if the holiday falls on Sunday) or Friday (if the holiday falls on Saturday).

(c) Contractor personnel are not prohibited from performing work on a holiday, unless the labor category is not authorized to work as negotiated in the contract. The following list identifies the labor categories that are not authorized to perform work on a holiday based on negotiated terms. Labor categories included on this list are expected to complete their workday as scheduled when NGA government employees are authorized early release prior to a holiday (e.g. two hour early release) or other such benefit that applies to NGA government employees only.

LABOR CATEGORY

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(d)If the Contractor's personnel work on a holiday, no form of holiday, premium or differential compensation is an allowable cost under the Contract unless another clause in the Contract explicitly authorizes work on holidays and for the time period covered by the special compensation.

(e) When Federal employees working in an NGA facility are authorized a delayed arrival, released early or excused in bulk from work, the Contractor may authorize its personnel whose normal workplace is in that facility: (1) to continue working in the facility (unless prohibited by the NGA Facility Site Manager); (2) to work at alternate work locations; or (3) to refrain from performing services during that period of time; as long as any work performed does not result in the incurrence of any form of holiday, premium or differential compensation, or additional costs for

alternate work locations to be reimbursed by the Government as a direct or non-nominal indirect cost. Such costs are not allowable under the Contract. Further, when services are not performed (e.g., a contractor employee takes leave) the non-working hours are not allowable as a direct charge under the Contract.

(End of clause)

I.172 5X52.242-9002 GOVERNMENT SHUTDOWN, FURLOUGH OF GOVERNMENT PERSONNEL AND CLOSURE OF NGA FACILITIES (NOV 2018)

(a) An NGA facility may be closed down for all or a portion of a business day(s) as a result of:

1) Failure of Congress to appropriate funds, resulting in a government shutdown and furlough of government personnel;

2) Actual Continuity of Operations (COOP) or COOP training exercises;

3) Severe weather;

4) Unplanned events; or

5) Any other reason deemed appropriate by the D/NGA.

(b) In specific reference to (a) 1, and notwithstanding any other provision of the contract, contractors should continue to perform work in accordance with the terms of the contract, provided funding is available on the contract. Unless otherwise directed by the Contracting Officer, no work shall continue in the absence of available funding on the contract. A Contracting Officer will issue specific stop-work notices to those contractors who must stop work due to the government shutdown. Once a stop-work notice is received, contractors should implement an orderly shutdown (e.g., secure files, make preparations to preserve work, etc…). Unless otherwise directed by the Contracting Officer, the stop-work order will automatically lift when Congress appropriates funds and work performance should resume provided there is funding on the contract.

(c) In specific reference to (a)2 through (a)5, the Contractor's personnel may be authorized by the cognizant Contracting Officer or Contracting Officer's Representative (COR) to work during a Government shutdown or closure as described in this clause, as long as any work performed does not result in the incurrence of any form of holiday, premium or differential compensation or additional costs for alternate work locations to be reimbursed by the Government as a direct or non-nominal indirect cost. Unless otherwise explicitly authorized by another clause, such costs are not allowable under the Contract. Further, when services are not performed (e.g., a contractor employee takes leave) the non-working hours are not allowable as a direct charge under the Contract.

(End of clause)

I.173 5X52.45.102-9000 MANAGEMENT OF NGA GOVERNMENT PROPERTY (MAR 2023)

Management of NGA Government Property

(a) Definitions

(1) NGA Accountable Property System of Record (APSR) is the enterprise system for property accountability, stewardship, and financial reporting. Contains the official records that form the basis for accountability, audit, and fiduciary reporting of accountable property. Functions as a sub-ledger to the NGA accounting system for financial reporting purposes.

(b) Contractor Responsibilities.

(1) The Contractor shall account for all accountable Government Furnished Property (GFP) in NGA APSR in accordance with DoDI 5000.64.

(2) The Contractor shall designate an Asset Custodian (AC) to manage and account for no greater than 3,000 GFP assets per AC in the NGA APSR. UNCLASSIFIED 130 UNCLASSIFIED

(3) The Contractor shall physically inventory 100% of all accountable GFP in its possession on an annual basis based on NGA-SIOP Inventory Schedule and ensure reconciliation within the APSR.

(4) Contractors should submit their annual inventory report to SIOP, in turn for OCS to incorporate as the official GFP support record.

(5) Contractors with no access to COE/APSR shall report inventory results, asset deliveries/receipt, and asset disposal within 10 days of completion to the NGA Security and Installation Operations Office, Policy and Programs Division (SIOP) at NGA/SIOP, Mail Stop N82-SIOP, 7500 GEOINT Drive, Springfield, VA 22150 to update the NGA APSR.

(c) Government Responsibilities.

(1) The NGA Security and Installation Operations Directorate, Installation Operations Office, Policy and Programs Division (SIOP) shall perform the property administration function identified in FAR 42.302(a)(27).

(2) The Government shall provide instruction on the use of the NGA APSR.

(3) The Government shall designate a Program Asset Manager to perform receipt and acceptance on behalf of the Government for property managed in the NGA APSR.

(End of Clause)

I.174 5X52.45.592-9000 GOVERNMENT-FURNISHED LIMITED DISTRIBUTION MATERIALS (JUN 2004)

(a) Definition - LIMITED DISTRIBUTION (LIMDIS) materials mean any unclassified geospatial information and data or imagery distributed by or created by the National Geospatial-Intelligence Agency, as well as materials derived from National Geospatial-Intelligence Agency information and data, that is marked or labeled as "LIMITED DISTRIBUTION" or "LIMDIS".

(b) Geospatial information and data or imagery identified as being "LIMITED DISTRIBUTION" are protected from public disclosure pursuant to Title 10, United States Code, Section 455. The Government may provide LIMITED DISTRIBUTION materials to the Contractor (or Subcontractor) for use in the performance of this contract.

(c) In addition to the restrictions and obligations contained in the clause at DFARS 252.245-7000, "Government-Furnished Mapping, Charting, and Geodesy Property (April 2012)," the Contractor (or Subcontractor) shall:

(1) Grant access to LIMDIS materials to only those individuals having a need for access in the performance of this contract. In furtherance of this requirement, the contractor shall:

a. Prohibit storage of LIMDIS materials on systems accessible by other individuals who do not require such access.

b. Ensure that LIMDIS materials are not used to either demonstrate products or capabilities outside the scope of the contract or as a marketing tool.

c. Ensure that LIMDIS materials are not used to create other products or derivative products.

d. Prohibit the processing or transmission of LIMDIS materials on unencrypted or unsecured systems accessible by the public such as the World Wide Web.

e. Ensure that LIMDIS materials are not displayed or made otherwise accessible to the public.

f. Ensure that LIMDIS materials are not released, accessed by, or sold to foreign governments or international organizations.

g. Take whatever additional measures are necessary to prevent unauthorized access to LIMDIS materials.

h. Employ storage and inventory controls adequate to ensure that LIMDIS materials are protected from loss or unauthorized use or access.

(2) Ensure each reproduction of LIMDIS materials includes the following LIMDIS caveat:

LIMITED DISTRIBUTION

Distribution authorized to DoD, IAW 10 U.S.C. § 130 & § 455. Release authorized to U.S. DoD contractors IAW 48 CFR § 252.245-7000. Refer other requests to Headquarters, NGA, ATTN: Release Officer, Mail Stop D-136. Destroy as "FOR OFFICIAL USE ONLY." Removal of this caveat is prohibited.

(3) Ensure LIMDIS materials that are no longer required for contract performance and chosen for destruction are destroyed by a method that prevents reconstruction of the materials to their original condition. Paper products should be destroyed by a method such as pulping, burning, or cross-cut shredding. Electronic media should be returned to the Contracting Officer or destroyed locally in a manner that prevents reconstruction of the media and abides by any environmental regulations.

(4) Immediately submit a report to the Contracting Officer upon discovery that LIMDIS material has been lost, stolen, or disclosed to unauthorized persons. Follow-up reports containing additional facts will be provided immediately when those facts become known. The Contractor (and/or Subcontractor) shall provide an assessment of the extent to which LIMDIS material has been compromised and shall propose corrective action to limit the extent of compromise and to prevent a reoccurrence.

(d) The Contractor shall include the terms and conditions of subparagraphs (a) through (c) of this provision in every subcontract.

(End of Clause)

I.175 5X52.246-9000 CONTRACTOR COMPLIANCE WITH ALL APPLICABLE NATIONAL GEOSPATIAL-INTELLIGENCE AGENCY (NGA) AND U.S. GOVERNMENT INSTALLATION REGULATIONS, DIRECTIVES, INSTRUCTIONS, RULES, POLICIES AND PROCEDURES (MAR 2023)

A. The Contractor shall comply with, and shall ensure that its personnel, to include subcontractors, comply with all applicable NGA regulations, directives, instructions, rules, policies and procedures. The Contractor may request copies from the Contracting Officer’s Representative (COR), the Contracting Officer or their designated representative(s).

B. The Contractor shall comply with, and shall ensure that its personnel, to include subcontractors, comply with regulations, directives, instructions, rules, policies, procedures and other applicable requirements issued by the U.S. Government Installation Commander where NGA is a tenant activity, including, but not limited to, those relating to force protection, security, health and safety. The Contractor may request copies from the Contracting Officer’s Representative (COR), the Contracting Officer or their designated representative(s).

C. The Contractor shall institute and implement an effective program to ensure their employees and subcontractors, comply with all applicable requirements in accordance with paragraphs A and B above as well as paragraphs E and H below.

D. The specific requirements covered in paragraphs A, B, E, and H may be specified in the Performance Work Statement, elsewhere in the contract, or in NGA and/or Government installation regulations, directives, instructions, rules, policies and procedures. Specific requirements may include, but are not limited to categories such as:

• Security in/out processing

• Personnel in/out processing

• Facility access, parking, and in/out processing

• Information technology access and in/out processing

• PeopleSoft access, updates and in/out processing

• Periodic and special training requirements

E. Facility Access and Badging.

The following criteria must be met in order to be issued an NGA IC badge and to gain access to an NGA-controlled facility:

(1) NGA IC badges will only be issued to those contractors who provide direct-charge support on an active TS/SCI NGA contract, even when seated at corporate locations outside of NGA Government facilities. Green badges must be used at least once per week at an NGA Government facility. Failure to use an NGA IC badge may result in suspension or termination of the badge for lack of activity. The badges will expire at the end of the supported contract. Note: NGA IC badges will not be issued to any contractor who does not need access to an NGA facility, i.e., Corporate VIPs, etc. Infrequent visitors must report to the Visitor's Center.

(2) Notwithstanding the above, NGA badges will be issued to contractors, who are required by contract, to gain access to an NGA facility in the event of an emergency or when after-hours access is required. The Government POC or Contracting Officer's Representative (COR) coordinates the submission of an application for an NGA badge; establishment of a PeopleSoft record of SCI accesses; completion of NGA Form 5212-7A, "Request for Identification/Building Access Picture Badge"; and submission of the application to the appropriate Site Security Office for approval. (Reference NGA Instruction 5210.8, Physical Security Program)

F. The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

G. The Contracting Officer may include the results of the Contractor's ability to adhere to this clause in past performance reports, quality assurance surveillance plans and award fee plans as part of the overall administration of this contract.

H. NGA Inspector General

(1) The contractor must report to the NGA Inspector General (IG), DoDIG, or Intelligence Community IG any and all possible violations of federal law or illegal intelligence activities related to this contract by individuals charging directly or indirectly to this contract.

(2) The IG shall have access to any individual charging directly or indirectly to this contract whose testimony is needed for the performance of the IG's duties. In addition, the IG shall have direct access to all records, reports, audits, reviews, recommendations, documents, e-mails, papers, or other material that relate to this contract with respect to which the IG has responsibilities. Failure on the part of any contractor to cooperate with the IG shall be grounds for administrative action by the Director, Office of Contract Services, including contractual remedies.

(3) NGA contractors and contractor personnel may report suspected instances of improper conduct through the NGA IG Hotline. Contractors shall make their employees aware of this Hotline: 571-557-4849, secure 578-4849, or toll free 1-800-380-7729 or by contacting the OIG at IG@nga.mil or secure at IG@nga.ic.gov.

(4) The contractor agrees to include the substance of this clause in all subcontracts exceeding the simplified acquisition threshold except those for commercial products or commercial services and those where the NGA association must be protected.

(5) This requirement is supported in the Federal Acquisition Regulation (FAR) clause 52.203-13, which requires timely disclosure to the Government of credible evidence of violation of law, and timely and complete response to OIG requests for documents and access to employees and information.

(6) This requirement is supported in NGA policy. NGAI 7410.1 requires all personnel, to include contractors, to cooperate fully with NGA OIG audits, inspections, and investigations.

(End of Clause)

## SECTION J - List of Documents, Exhibits and Other Attachments

J.1 List of Documents, Exhibits and Other Attachments

| Attachment Number | Title | Document Version | Date | Number of Pages |
|---|---|---|---|---|
| | | | | |

This section was intentionally left blank and will be filled in at Topic Call level contract award.

## SECTION K - Representations, Certifications, and Other Statements of Bidders

K.1 Representations, Certifications, and Other Statements of Bidders

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (MAY 2024)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541715.

(2) The small business size standard is 1,000.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(i) Is set aside for small business and has a value above the simplified acquisition threshold;

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph

(d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

___ (i) Paragraph (d) applies.

___ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of biobased products in USDA-designated product categories; or include the clause at 52.223-2, Reporting of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than $50,000, the basic provision applies.

(B) If the acquisition value is $50,000 or more but is less than $100,000, the provision with its Alternate II applies.

(C) If the acquisition value is $100,000 or more but is less than $102,280, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[*Contracting Officer check as appropriate*.]

[X] (i) 52.204-17, Ownership or Control of Offeror.

[X] (ii) 52.204-20, Predecessor of Offeror.

[ ] (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

[ ] (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

[ ] (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

[ ] (vi) 52.227-6, Royalty Information.

[ ] (A) Basic.

[ ] (B) Alternate I.

[ ] (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically in SAM accessed through *https://www.sam.gov*. After reviewing the SAM information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

(End of provision)

K.3 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) *Representations*. The Offeror represents that-

(1) It [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that-

It [ ] does, [ ] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures*. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

K.4 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS. (OCT 2018)

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

*Administrative proceeding* means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a

Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

*Federal contracts and grants with total value greater than $10,000,000* means-

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

*Principal* means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in-

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via *https://www.sam.gov* (see 52.204-7).

(End of provision)

K.5 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION. (JUN 2020)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of the lower CAS threshold specified in Federal Acquisition Regulation (FAR) 30.201-4(b) resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[ ] (1) *Certificate of Concurrent Submission of Disclosure Statement*. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official.)

Date of Disclosure Statement: [ ]

Name and Address of Cognizant ACO or Federal Official Where Filed: [ ]

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

[ ] (2) *Certificate of Previously Submitted Disclosure Statement*. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: [ ]

Name and Address of Cognizant ACO or Federal Official Where Filed: [ ]

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

[ ] (3) *Certificate of Monetary Exemption*. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling $50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

[ ] (4) *Certificate of Interim Exemption*. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

[ ] The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ]Yes[ ]No

(End of provision)

K.6 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES. (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

___ Yes ___ No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

K.7 252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS. (SEP 2022)

K.8 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (OCT 2024)

Substitute the following paragraphs (b), (d), and (e) for paragraphs (b) and (d) of the provision at FAR 52.204-8:

(b)(1) If the provision at FAR 52.204-7, System for Award Management, is included in this solicitation, paragraph (e) of this provision applies.

(2) If the provision at FAR 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (e) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (e) applies.

[ ] (ii) Paragraph (e) does not apply and the Offeror has completed the individual representations and certifications in the solicitation.

(d)(1) The following representations or certifications in the SAM database are applicable to this solicitation as indicated:

(i) 252.204-7016, Covered Defense Telecommunications Equipment or Services-Representation. Applies to all solicitations.

(ii) 252.216-7008, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(iv) 252.225-7049, Prohibition on Acquisition of Certain Foreign Commercial Satellite Services-Representations. Applies to solicitations for the acquisition of commercial satellite services.

(v) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of $150,000 or more.

(vi) 252.229-7012, Tax Exemptions (Italy)-Representation. Applies to solicitations when contract performance will be in Italy.

(vii) 252.229-7013, Tax Exemptions (Spain)-Representation. Applies to solicitations when contract performance will be in Spain.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: (*Contracting Officer check as appropriate*.)

[X] (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

[ ] (ii) 252.225-7000, Buy American-Balance of Payments Program Certificate.

[ ] (iii) 252.225-7020, Trade Agreements Certificate.

[ ] Use with Alternate I.

[ ] (iv) 252.225-7031, Secondary Arab Boycott of Israel.

[ ] (v) 252.225-7035, Buy American-Free Trade Agreements-Balance of Payments Program Certificate.

[ ] Use with Alternate I.

[ ] Use with Alternate II.

[ ] Use with Alternate III.

[ ] Use with Alternate IV.

[ ] Use with Alternate V.

[ ] (vi) 252.226-7002, Representation for Demonstration Project for Contractors Employing Persons with Disabilities.

[X] (vii) 252.232-7015, Performance-Based Payments-Representation.

(e) The Offeror has completed the annual representations and certifications electronically via the SAM website at *https://www.sam.gov*. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*Offeror to insert changes, identifying change by provision number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| **FAR/DFARS provision No.** | **Title** | **Date** | **Change** |
|---|---|---|---|
| [ ] | [ ] | [ ] | [ ] |

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

K.9 252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS. (OCT 2016)

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

*Controlled technical information, covered contractor information system, covered defense information, cyber incident, information system*, and *technical information* are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology service or system operated on behalf of the Government (see 252.204-7012(b)(2))-

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see *http://dx.doi.org/10.6028/NIST.SP.800-171*) that are in effect at the time the solicitation is issued or as authorized by the contracting officer, not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that are in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of-

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

K.10 252.227-7012 PATENT LICENSE AND RELEASE CONTRACT. (DEC 2022)

[Contract No.]

This CONTRACT is effective as of the [ ] day of [month, year], between the UNITED STATES OF AMERICA (hereinafter called the Government), and [ ] (hereinafter called the Contractor), (a corporation organized and existing under the laws of the State of [ ]), (a partnership consisting of [ ]), (an individual trading as [ ]), of the City of [ ], in the State of [ ].

[(Insert the clause at 252.227-7004 for a paid up license, or the clause at 252.227-7006 for a license on a running royalty basis.)]

[(Insert the appropriate alternative clause at 252.227-7005 for a paid up license, or the clause at 252.227-7007 for a license on a running royalty basis.)]

[ (Insert the clause at 252.227-7001.)]

[ (Insert the clause at 252.227-7000.)]

The Contractor shall be paid the sum of [ ] Dollars ($[ ]) in full compensation for the rights herein granted and agreed to be granted. (For a license on a running royalty basis, insert the clause at 252.227-7006 in accordance with the instructions therein, and also the clause as specified at 252.227-7002 and 252.227-7009 and 252.227-7010.)

[ (Insert the clause at FAR 52.203-5.)]

[ (Insert the clause at FAR 52.232-23.)]

[ (Insert the clause at FAR >52.203-3.)]

[ (Insert the clause at FAR 52.233-1.)]

K.11 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JAN 2023)

| **Technical Data or Computer Software to be Furnished With Restrictions*** | **Basis for Assertion**** | **Asserted Rights Category***** | **Name of Person Asserting Restrictions****** |
|---|---|---|---|
| [ ] | [ ] | [ ] | [ ] |

K.12 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT. (JUN 1995)

**SECTION L - Instructions, Conditions, and Notices to Bidders**

L.1 Instructions, Conditions, and Notices to Bidders

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**See BIG-ST BAA General Solicitation - HM047623BAA0001.**

FAR subpart 35.016 and DFARS subpart 235.016 Broad Agency Announcement procedures apply to this solicitation.

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L.2 52.204-7 SYSTEM FOR AWARD MANAGEMENT. (NOV 2024)

L.3 52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING. (AUG 2020)

L.4 52.211-2 AVAILABILITY OF DEFENSE SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) WEBSITE. (SEP 2023)

(a) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at *https://assist.dla.mil*.

(b) Defense documents not available from ASSIST may be requested from the Defense Standardization Program Office by-

(1) Using the ASSIST feedback module (*https://assist.dla.mil/feedback*); or

(2) Contacting the Defense Standardization Program Office by telephone at 571-767-6888 or email at *assisthelp@dla.mil*.

(End of provision)

L.5 52.215-16 FACILITIES CAPITAL COST OF MONEY. (JUN 2003)

L.6 52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN COST OR PRICING DATA. (NOV 2021)

L.7 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT. (OCT 2009)

L.8 52.216-30 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS--OTHER THAN COMMERCIAL ACQUISITION WITHOUT ADEQUATE PRICE COMPETITION. (NOV 2021)

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify separate fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit for each category of labor to be performed by--

(1) The offeror;

(2) Each subcontractor; and

(3) Each division, subsidiary, or affiliate of the offeror under a common control.

(c) Unless exempt under paragraph (d) of this provision, the fixed hourly rates for services transferred between divisions, subsidiaries, or affiliates of the offeror under a common control--

(1) Shall not include profit for the transferring organization; but

(2) May include profit for the prime Contractor.

(d) The fixed hourly rates for services that meet the definition of "commercial service" at Federal Acquisition Regulation 2.101 that are transferred between divisions, subsidiaries, or affiliates of the offeror under a common control may be the established catalog or market rate when it is the established practice of the transferring organization to price interorganizational transfers at other than cost for commercial work of the offeror or any division, subsidiary or affiliate of the offeror under a common control.

(End of provision)

L.9 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE. (FEB 1998)

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

(End of provision)

L.10 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS. (NOV 2020)

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

(b) The use in this solicitation of any [insert regulation name] (48 CFR chapter [ ]) provision with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

(End of provision)

L.11 252.239-7017 NOTICE OF SUPPLY CHAIN RISK. (DEC 2022)

L.12 5X52.209-9004 USE OF CONTRACTOR SUPPORT (OCT 2009)

(a) The Government will use (SEE TOPIC CALL) for facility support only. The Government will use (SEE TOPIC CALL) for administrative, technical, and cost analysis support during source selection and during the term of any resulting contract. The exclusive responsibility for source selection will reside with the Government.

(b) Proprietary information submitted in response to this solicitation will be protected from unauthorized disclosure as required by Subsection 27 of the Office of Procurement Policy Act as amended (the Procurement Integrity Act)(41 U.S.C. 423) (hereinafter referred to as "the Act") as implemented in the FAR. (SEE TOPIC CALL) is/are bound contractually by the Protection of Information and Nondisclosure Agreements clause with respect to proprietary information. By submitting a proposal in response to this solicitation, the Contractor consents to the Government disclosing Contractor proprietary information to the aforementioned contractors for the purposes indicated.

(End of Provision)

**SECTION M - Evaluation Factors for Award**

M.1 Evaluation Factors for Award

M.2 52.217-5 EVALUATION OF OPTIONS. (JUL 1990)

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**See BIG-ST BAA General Solicitation - HM047623BAA0001.**

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