

<b>AWARD/CONTRACT</b>	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING C-9	PAGE OF PAGES 1 60
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2 CONTRACT (Proc Inst Ident) NO HT9402-15-D-0002	3 EFFECTIVE DATE See Block 20C	4 REQUISITION/PURCHASE REQUEST/PROJECT NO 15-OPX-0020
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5 ISSUED BY CODE HT9402	6 ADMINISTERED BY (If other than Item 5) CODE HT9402
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DEFENSE HEALTH AGENCY DEFENSE HEALTH AGENCY-AURORA 16401 E. Centretch Parkway AURORA CO 80011	DEFENSE HEALTH AGENCY DEFENSE HEALTH AGENCY-AURORA 16401 E. Centretch Parkway Aurora CO 80011-9066
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7 NAME AND ADDRESS OF CONTRACTOR (No, Street, City, Country, State and ZIP Code)	8 DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
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NATIONAL INSTITUTE OF BUILDING SCIENCES  
Attn: JOHN G. LLOYD  
1090 VERMONT AVENUE, NW  
SUITE 700  
WASHINGTON DC 200054024

9 DISCOUNT FOR PROMPT PAYMENT Net 30
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CODE 6S481	FACILITY CODE
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10 SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN	ITEM
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11 SHIP TO/MARK FOR CODE HT0003- FTFPPM	12 PAYMENT WILL BE MADE BY CODE HQ0649
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Defense Health Agency  
Portfolio Planning and Management D  
7700 Arlington Blvd., Suite 5101  
Falls Church VA 22042-5101

DFAS IN VP DAI TMA  
8899 EAST 56TH STREET  
INDIANAPOLIS IN 46249-1505

13 AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U S C 2304 (c) ( ) <input checked="" type="checkbox"/> 41 U S C 253 (c) ( 1 )	14 ACCOUNTING AND APPROPRIATION DATA
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15A ITEM NO	15B SUPPLIES/SERVICES	15C QUANTITY	15D UNIT	15E UNIT PRICE	15F AMOUNT
Continued					

15G TOTAL AMOUNT OF CONTRACT	\$9,999,999.00
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office ) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein)

18  SEALED-BID AWARD (Contractor is not required to sign this document ) Your bid on Solicitation Number HT9402-14-R-0007 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

19A NAME AND TITLE OF SIGNER (Type or print) Henry L. Green President	20A NAME OF CONTRACTING OFFICER MARGARET A. ZANCANELLA MARGARET.A.ZANCANELLA.civ@mail.mil	303-676-3451
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19B NAME OF CONTRACTOR	19C DATE SIGNED 03/31/15	20B UNITED STATES OF AMERICA	20C DATE SIGNED Mar 31 '15
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NAME OF OFFEROR OR CONTRACTOR

NATIONAL INSTITUTE OF BUILDING SCIENCES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Facility Life Cycle Management (FLCM) advisory and assistance services Indefinite Delivery Indefinite Quantity (IDIQ) contract.  Task Orders shall be negotiated based on Section C, Performance Work Statement, and Section J, Attachment J-5, Labor Categories and Rates.  Base Year Period of Performance: April 01, 2015, to March 31, 2016.				
0001	Administration, Base Year Fixed price.				
0001AA	Administration, Base Year Fixed price. (Not to Exceed)	283920	EA	1.00	283,920.00
	\$0.00 (Subject to Availability of Funds)				
0001AB	Administration, Base Year Fixed price. (Not to Exceed)	1	EA	0.0001	0.00
	\$0.00 (Subject to Availability of Funds)				
0002	Research with Academia, Base Year Fixed Price.				
0002AA	Research with Academia, Base Year Fixed Price. (Not to Exceed)	625175	EA	1.00	625,175.00
	\$0.00 (Subject to Availability of Funds)				
0002AB	Research with Academia, Base Year Fixed Price. (Not to Exceed)	1	EA	0.0001	0.00
	\$0.00 (Subject to Availability of Funds)				
0003	Support, Subject Matter Experts, and Technical Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Expertise, Base Year. Fixed Price				
0003AA	Support, Subject Matter Experts, and Technical Expertise, Base Year. Fixed Price (Not to Exceed)	790943	EA	1.00	790,943.00
	\$0.00 (Subject to Availability of Funds)				
0003AB	Support, Subject Matter Experts, and Technical Expertise, Base Year. Fixed Price (Not to Exceed)	1	EA	0.0001	0.00
	\$0.00 (Subject to Availability of Funds)				
0004	Studies & Analysis, Base Year Fixed Price				
0004AA	Studies & Analysis, Base Year Fixed Price (Not to Exceed)	859055	EA	1.00	859,055.00
	\$0.00 (Subject to Availability of Funds)				
0004AB	Studies & Analysis, Base Year Fixed Price (Not to Exceed)	1	EA	0.0001	0.00
	\$0.00 (Subject to Availability of Funds)				
0005	Functional Validation and Verification, Base Year Fixed Price.				
0005AA	Functional Validation and Verification, Base Year Fixed Price (Not to Exceed)	428750	EA	1.00	428,750.00
	\$0.00 (Subject to Availability of Funds)				
0005AB	Functional Validation and Verification, Base Year Continued ...	1	EA	0.0001	0.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Fixed Price. (Not to Exceed)				
	\$0.00 (Subject to Availability of Funds)				
0006	Commissioning, Base Year Fixed Price				
0006AA	Commissioning, Base Year Fixed Price (Not to Exceed)	131615	EA	1.00	131,615.00
	\$0.00 (Subject to Availability of Funds)				
0006AB	Commissioning, Base Year Fixed Price (Not to Exceed)	1	EA	0.0001	0.00
	\$0.00 (Subject to Availability of Funds)				
0007	Building Information Modeling (BIM), Base Year Fixed Price				
0007AA	Building Information Modeling (BIM), Base Year Fixed Price (Not to Exceed)	164520	EA	1.00	164,520.00
	\$0.00 (Subject to Availability of Funds)				
0007AB	Building Information Modeling (BIM), Base Year Fixed Price (Not to Exceed)	1	EA	0.0001	0.00
	\$0.00 (Subject to Availability of Funds)				
0008	Contract Data Requirements List (CDRLs), Base Year DATA DELIVERABLES. (Not Separately Priced)				
0009	Travel (NIBS personnel only)  Cost Reimbursed in accordance with FAR 31.205-46 Continued ...				

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NATIONAL INSTITUTE OF BUILDING SCIENCES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0009AA	Travel  Cost Reimbursed (Not to Exceed)  \$0.00 (Subject to Availability of Funds)  Option Year 1 Period of Performance: April 01, 2016, to March 31, 2017.	49355	EA	1.00	49,355.00
1001	Administration, Option Year 1, Fixed Price Amount: \$0.00 (Option Line Item)				
1001AA	Administration, Option Year 1, Fixed Price (Not to Exceed) Amount: \$283,920.00 (Option Line Item)  \$0.00 (Subject to Availability of Funds)	283920	EA	1.00	283,920.00
1001AB	Administration, Option Year 1, Fixed Price (Not to Exceed) Amount: \$0.00 (Option Line Item)  \$0.00 (Subject to Availability of Funds)	1	EA	0.0001	0.00
1002	Research with Academia Option Year 1, Fixed Price Amount: \$0.00 (Option Line Item)				
1002AA	Research with Academia, Option Year 1 Fixed Price (Not to Exceed) Amount: \$625,175.00 (Option Line Item)  \$0.00 (Subject to Availability of Funds)	625175	EA	1.00	625,175.00
1002AB	Research with Academia, Option Year 1, Continued ...	1	EA	0.0001	0.00

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NATIONAL INSTITUTE OF BUILDING SCIENCES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Fixed Price (Not to Exceed) Amount: \$0.00 (Option Line Item)				
	\$0.00 (Subject to Availability of Funds)				
1003	Support, Subject Matter Experts, and Technical Expertise, Option Year 1 Fixed Price Amount: \$0.00 (Option Line Item)				
1003AA	Support, Subject Matter Experts, and Technical Expertise, Option Year 1 Fixed Price (Not to Exceed) Amount: \$790,943.00 (Option Line Item)	790943	EA	1.00	790,943.00
	\$0.00 (Subject to Availability of Funds)				
1003AB	Support, Subject Matter Experts, and Technical Expertise, Option Year 1 Fixed Price (Not to Exceed) Amount: \$0.00 (Option Line Item)	1	EA	0.0001	0.00
	\$0.00 (Subject to Availability of Funds)				
1004	Studies & Analysis, Option Year 1 Fixed Price Amount: \$0.00 (Option Line Item)				
1004AA	Studies & Analysis, Option Year 1 Fixed Price (Not to Exceed) Amount: \$859,055.00 (Option Line Item)	859055	EA	1.00	859,055.00
	\$0.00 (Subject to Availability of Funds)				
1004AB	Studies & Analysis, Option Year 1 Fixed Price (Not to Exceed) Amount: \$0.00 (Option Line Item)	1	EA	0.0001	0.00
	Continued ...				

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NATIONAL INSTITUTE OF BUILDING SCIENCES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	\$0.00 (Subject to Availability of Funds)				
1005	Functional Validation and Verification, Option Year 1 Fixed Price Amount: \$0.00 (Option Line Item)				
1005AA	Functional Validation and Verification, Option Year 1 Fixed Price (Not to Exceed) Amount: \$428,750.00 (Option Line Item)	428750	EA	1.00	428,750.00
	\$0.00 (Subject to Availability of Funds)				
1005AB	Functional Validation and Verification, Option Year 1 Fixed Price (Not to Exceed) Amount: \$0.00 (Option Line Item)	1	EA	0.0001	0.00
	\$0.00 (Subject to Availability of Funds)				
1006	Commissioning, Option Year 1 Fixed Price Amount: \$0.00 (Option Line Item)				
1006AA	Commissioning, Option Year 1 Fixed Price (Not to Exceed) Amount: \$131,615.00 (Option Line Item)	131615	EA	1.00	131,615.00
	\$0.00 (Subject to Availability of Funds)				
1006AB	Commissioning, Option Year 1 Fixed Price (Not to Exceed) Amount: \$0.00 (Option Line Item)	1	EA	0.0001	0.00
	\$0.00 (Subject to Availability of Funds)				
1007	Building Information Modeling (BIM), Option Year 1 Fixed Price Amount: \$0.00 (Option Line Item) Continued ...				

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1007AA	Building Information Modeling (BIM), Option Year 1 Fixed Price (Not to Exceed) Amount: \$164,520.00 (Option Line Item)  \$0.00 (Subject to Availability of Funds)	1164520	EA	1.00	164,520.00
1007AB	Building Information Modeling (BIM), Option Year 1 Fixed Price (Not to Exceed) Amount: \$0.00 (Option Line Item)  \$0.00 (Subject to Availability of Funds)	1	EA	0.0001	0.00
1008	Contract Data Requirements List (CDRLs), Option Year 1 DATA DELIVERABLES. Amount: \$0.00 (Option Line Item) (Not Separately Priced)				
1009	Option Yr 1 Travel (NIBS personnel only)  Cost Reimbursed in accordance with FAR 31.205-46 Amount: \$0.00 (Option Line Item)				
1009AA	Option Yr 1 Travel (NIBS personnel only)  Cost Reimbursed in accordance with FAR 31.205-46 (Not to Exceed) Amount: \$49,355.00 (Option Line Item)  \$0.00 (Subject to Availability of Funds)	49355	EA	1.00	49,355.00
	Option Year 2 Period of Performance: April 01, 2017, to March 31, 2018.				
2001	Administration, Option Year 2, Fixed Price Amount: \$0.00 (Option Line Item)				
2001AA	Administration, Option Year 2, Continued ...	283920	EA	1.00	283,920.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Fixed Price (Not to Exceed) Amount: \$283,920.00 (Option Line Item)				
	\$0.00 (Subject to Availability of Funds)				
2001AB	Administration, Option Year 2, Fixed Price (Not to Exceed) Amount: \$0.00 (Option Line Item)	1	EA	0.0001	0.00
	\$0.00 (Subject to Availability of Funds)				
2002	Research with Academia, Option Year 2, Fixed Price Amount: \$0.00 (Option Line Item)				
2002AA	Research with Academia, Option Year 2, Fixed Price (Not to Exceed) Amount: \$625,175.00 (Option Line Item)	625175	EA	1.00	625,175.00
	\$0.00 (Subject to Availability of Funds)				
2002AB	Research with Academia, Option Year 2, Fixed Price (Not to Exceed) Amount: \$0.00 (Option Line Item)	1	EA	0.0001	0.00
	\$0.00 (Subject to Availability of Funds)				
2003	Support, Subject Matter Experts, and Technical Expertise, Option Year 2, Fixed Price Amount: \$0.00 (Option Line Item)				
2003AA	Support, Subject Matter Experts, and Technical Expertise, Option Year 2, Fixed Price (Not to Exceed) Amount: \$790,943.00 (Option Line Item) Continued ...	790943	EA	1.00	790,943.00

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ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	\$0.00 (Subject to Availability of Funds)				
2003AB	Support, Subject Matter Experts, and Technical Expertise, Option Year 2, Fixed Price (Not to Exceed) Amount: \$0.00 (Option Line Item)	1	EA	0.0001	0.00
	\$0.00 (Subject to Availability of Funds)				
2004	Studies & Analysis, Option Year 2, Fixed Price Amount: \$0.00 (Option Line Item)				
2004AA	Studies & Analysis, Option Year 2, Fixed Price (Not to Exceed) Amount: \$859,055.00 (Option Line Item)	859055	EA	1.00	859,055.00
	\$0.00 (Subject to Availability of Funds)				
2004AB	Studies & Analysis, Option Year 2, Fixed Price (Not to Exceed) Amount: \$0.00 (Option Line Item)	1	EA	0.0001	0.00
	\$0.00 (Subject to Availability of Funds)				
2005	Functional Validation and Verification, Option Year 2, Fixed Price Amount: \$0.00 (Option Line Item)				
2005AA	Functional Validation and Verification, Option Year 2, Fixed Price (Not to Exceed) Amount: \$428,750.00 (Option Line Item)	428750	EA	1.00	428,750.00
	\$0.00 (Subject to Availability of Funds)				
	Continued ...				

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NATIONAL INSTITUTE OF BUILDING SCIENCES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2005AB	Functional Validation and Verification, Option Year 2, Fixed Price (Not to Exceed) Amount: \$0.00 (Option Line Item)  \$0.00 (Subject to Availability of Funds)	1	EA	0.0001	0.00
2006	Commissioning, Option Year 2, Fixed Price Amount: \$0.00 (Option Line Item)				
2006AA	Commissioning, Option Year 2, Fixed Price (Not to Exceed) Amount: \$131,615.00 (Option Line Item)  \$0.00 (Subject to Availability of Funds)	131615	EA	1.00	131,615.00
2006AB	Commissioning, Option Year 2, Fixed Price (Not to Exceed) Amount: \$0.00 (Option Line Item)  \$0.00 (Subject to Availability of Funds)	1	EA	0.0001	0.00
2007	Building Information Modeling (BIM), Option Year 2, Fixed Price Amount: \$0.00 (Option Line Item)				
2007AA	Building Information Modeling (BIM), Option Year 2, Fixed Price (Not to Exceed) Amount: \$164,520.00 (Option Line Item)  \$0.00 (Subject to Availability of Funds)	164520	EA	1.00	164,520.00
2007AB	Building Information Modeling (BIM), Option Year 2, Fixed Price (Not to Exceed) Amount: \$0.00 (Option Line Item) Continued ...	1	EA	0.0001	0.00

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NAME OF OFFEROR OR CONTRACTOR

NATIONAL INSTITUTE OF BUILDING SCIENCES

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	\$0.00 (Subject to Availability of Funds)				
2008	Contract Data Requirements List (CDRL), Option Year 2 DATA DELIVERABLES. Amount: \$0.00 (Option Line Item) (Not Separately Priced)				
2009	Option Yr 2 Travel (NIBS personnel only)  Cost Reimbursed in accordance with FAR 31.205-46 Amount: \$0.00 (Option Line Item)				
2009AA	Option Yr 2 Travel (NIBS personnel only)  Cost Reimbursed in accordance with FAR 31.205-46 (Not to Exceed) Amount: \$49,355.00 (Option Line Item)	49355	EA	1.00	49,355.00
	\$0.00 (Subject to Availability of Funds)				

**SECTION B, SUPPLIES OR SERVICES AND PRICES/COSTS, CONTINUATION**  
**Contract Line Item Numbers (CLIN) Descriptions**

**CLIN**

0001, 1001, 2001	Administration	The Contractor shall furnish all necessary labor and materials for all administrative support services,, including contract management, records management, information management, subcontractor management, security (Physical, Personnel, and NIST), in accordance with Section C, Description/Specifications/Work Statement (PWS), paragraphs C.2, C.2.1, C.2.2, C.2.3, C3.1 and C.4-C.11. This CLIN shall not include any costs associated with any other CLIN.
0002.1002, 2002	Research with Academia	The Contractor shall furnish all necessary labor and materials for work performed in accordance with Section C, PWS paragraph C.3.2. This CLIN shall not include any costs associated with any other CLIN.
0003, 1003, 2003	Support, Subject Matter Experts, and Technical Expertise	The Contractor shall furnish all necessary labor and materials for work performed in accordance with Section C, PWS paragraph C.3.3. This CLIN shall not include any costs associated with any other CLIN.
0004, 1004, 2004	Studies & Analysis	The Contractor shall furnish all necessary labor and materials for work performed in accordance with Section C, PWS paragraphs C.3.4 through C.3.8. This CLIN shall not include any costs associated with any other CLIN.
0005, 1005, 2005	Functional Validation and Verification	The Contractor shall furnish all necessary labor and materials for work performed in accordance with Section C, PWS paragraph C.3.9. This CLIN shall not include any costs associated with any other CLIN.
0006, 1006, 2006	Commissioning	The Contractor shall furnish all necessary labor and materials for work performed in accordance with Section C, PWS paragraph C.3.10. This CLIN shall not include any costs associated with any other CLIN.
0007, 1007, 2007	Building Information Modeling (BIM)	The Contractor shall furnish all necessary labor and materials for work performed in accordance with Section C, PWS paragraph C.3.11. This CLIN shall not include any costs associated with any other CLIN.
0008, 1008, 2008	Contract Data Requirements List (CDRLs)	DELIVERABLES. THIS CLIN IS NOT SEPARATELY PRICED. The Contractor shall furnish all necessary supplies and services to deliver technical data and information in accordance with DD Form 1423-1, Contract Data Requirements List (CDRL).
0009, 1009, 2009	Travel	Travel (NIBS personnel only) and approved by the CO/COR prior to incurring any costs. This CLIN shall not include any costs associated with any other CLIN. Cost reimbursed in accordance with FAR 31.205-46, Section C, paragraph C.8, Travel, and Section G, paragraph G.4, Travel

## SECTION C, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### PERFORMANCE WORK STATEMENT (PWS) FACILITY LIFECYCLE MANAGEMENT (FLCM)

#### C.1. SCOPE

**C.1.1.** This contract is for non-personal Facilities Lifecycle Management (FLCM) advisory and assistance services (A&AS) to provide the Defense Health Agency (DHA) with analysis, feasibility studies and other related FLCM-focused initiatives that often occur in a collaborative effort with other federal partners, healthcare industry partners, or architecture, engineering, and construction (AEC) industry subject matter experts (SMEs) in support of the DHA Military Health System (MHS) direct care mission. The FLCM Contractor shall provide A&AS to support any military construction project of a new military medical treatment facility in the United States or its territories or possessions. These services shall provide the feasibility of carrying out a joint project to construct a medical facility that:

**C.1.1.1.** Could serve as a facility for health-resources sharing between the Department of Defense and the Department of Veteran Affairs by identifying, selecting, and evaluating existing and new building technologies, including energy cost savings technologies that conform to recognized performance criteria and meet applicable test standards for maintenance of life, safety, health, and public welfare when used in occupied buildings.

**C.1.1.2.** Would be no more costly to each Department to construct and operate than separate facilities for each Department.

**C.2. CONTRACT MANAGEMENT (CDRL R010, R020, R030, R040, R050, R060, R070, R100, M010):** The Contractor shall designate a single manager to oversee management of the contract and task orders issued under the contract, including supervision of staff assigned to each task order. The Contractor shall ensure the required Contract Data Requirements Lists (CDRLs) and any other deliverables are submitted within the established timelines and price as identified in each task order. The Contractor shall provide sufficient management to ensure each task order is performed efficiently, accurately, on time, and in compliance with the requirements of the individual task order. The Contractor shall ensure that any personnel performing task order management functioning in a Project Manager role shall be certified as a Project Management Professional (PMP®), through the Project Management Institute (PMI) [www.pmi.org](http://www.pmi.org) or recognized equivalent.

**C.2.1. Records Management (CDRL R020, R030, R100, M90):** The Contractor shall provide a full range of functional expertise to include all activities related to information management as defined in individual task orders issued under this contract. These activities shall include, but not be limited to creating, capturing, registering, classifying, indexing, storing, retrieving, disposal of records, development of strategies to manage records in accordance with DoD Directive 5015.2, Electronic Records Management. They include the acquisition, control and disposal of records, disposal of library and other information products, items kept for reference purposes, and the provision of services to internal and external customers based on information resources. Activities include data administration, archival records and providing assistance for the preparation of responses to Freedom of Information Act (FOIA) requests.

**C.2.2. Information Management (CDRL R020, R030, R100, M90):** The Contractor shall support information management activities in the development of capability descriptions and associated documentation, and providing assistance to the functional management of investments

## **SECTION C, DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

in the information systems in accordance with DoD Directive 5015.2, Electronic Records Management, including but not be limited to the following:

**C.2.2.1.** Integration of information management business practices and rules into the operational architecture; data dictionaries, and data standards to achieve the objective of cost reductions, performance gains and optimization of resources.

**C.2.2.2.** Ensuring that the goals, objectives, and functionality of MHS automated information systems meet the needs of a managed care and deployable healthcare environment, and that the requisite tools and techniques support these information management activities.

**C.2.2.3.** Performing requirements management for the MHS, utilizing requirements management methods focused on identifying, analyzing, interpreting, and documenting the functional requirements that are associated with MHS managed care core business functions.

**C.2.2.4.** Assisting Government Information (Requirements) Managers by providing liaison between the Government and appropriate elements of the MHS business community, including functions of managing the business, provision of care, access to care, medical readiness, and population health management. This includes working as a liaison between different offices for all requirements management activities, acting as a facilitator (working with Government functional personnel and SME(s)) to manage the development, and collection, and consolidation of functional requirements for entry into the MHS requirements management repository.

### **C.2.3. FLCM Logistical Support (CDRL 020, R030, R100, M90)**

**C.2.3.1.** The contractor shall provide logistical support including meeting space for large work sessions and small group discussions, communications and administrative support, as necessary.

**C.2.3.2.** FLCM logistical support shall include:

**C.2.3.2.1.** Collecting, organizing, and summarizing information relevant to and in preparation for a forthcoming event either in collaboration with multiple government agency event sponsors, or as a task which is solely the responsibility of the Contractor.

**C.2.3.2.2.** Preparing meeting materials, slides, view graphs, videos, computer programs with animation, information packets, registration information, and other information for presentation and dissemination to event participants and sponsors.

**C.2.3.2.3.** Disseminating information before or after an event in various media formats,

**C.2.3.2.4.** Assisting with event organization by researching for and recommending facilitators, translators, and moderators

**C.2.3.2.5** Researching, recommending, and securing facilities and participant accommodations in support of events;

**C.2.3.2.6** Assisting with conducting events through registering participants, liaison with event facility employees and managers, and other logistical support activities incidental to the event.

**C.2.3.2.7.** Assisting staff in relocation and realignment to include preparation, organization, transportation and temporary storage and setup.

### **C.3. FLCM SUPPORT TASKS (CDRL R20, R30, R100, M090)**

The tasks below are general descriptions of the work the Contractor shall perform. The tasks will be as further defined in individual task orders issued against this contract.

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**C.3.1. Service Support to Government Program Managers (CDRL R020, R030, R100, M90):** The Contractor shall provide support to Government Program Managers, which contributes to the efficient and effective operation of DHA FLCM programs. Services may be used at all organizational levels to help managers achieve maximum effectiveness or economy in their operations. Services include, but are not limited to the following:

**C.3.1.1.** Contractor shall obtain outside points of view supporting informed judgment on critical issues through expert knowledge and experience.

**C.3.1.2.** Contractor shall obtain advice regarding developments in industry, university, or foundation research.

**C.3.1.3.** Contractor shall obtain and facilitate the opinions, special knowledge, or skills of noted experts.

**C.3.1.4.** Contractor shall facilitate collaborative efforts enhancing the understanding of, and developing alternative solutions to, complex issues.

**C.3.1.5.** Contractor shall research and review existing standards and develop proposals for new policies and procedures supporting successful FLCM.

**C.3.1.6.** Contractor shall propose policy strategies, implementing plans, and assist in facilitating policy implementation.

**C.3.1.7.** Contractor shall develop and provide training tools to facilitate the dissemination of information and knowledge about policies and successful implementation procedures.

**C.3.1.8.** The Contractor shall possess the ability to articulate findings in a cogent manner, and be capable in high-level facilitation for decision-making. The Contractor shall have knowledge of command structures and how business is conducted in the DoD to facilitate agreements between disparate parties leading to agreement on strategies.

### **C.3.2. Research with Academia (CDRL R020, R030, R100, M90)**

**C.3.2.1.** The contractor shall facilitate and coordinate any collaborative efforts with accredited university research programs. This is intended to support related Architecture, Engineering, and Construction (AEC) industry research which is relevant to the Military Health System (MHS). The Contractor and associated subcontractors shall participate in this associated research specifically associated with issued task orders. Any information or data collected/provided shall be with a consent and confidentiality of data agreement in compliance with United States Government (USG) federal research data protection standards in accordance with Section I, FAR Clause 52.227-14, Rights in Data--General.

**C.3.2.2.** The Contractor shall also coordinate and conduct research associated with FLCM and the impacts or relationship of healthcare to the built environment. The Contractor shall ensure research efforts are conducted with accredited universities.

**C.3.2.2.1.** The Contractor shall be responsible for ensuring a synchronized and complimentary effort in cases where contractor coordinates with multiple universities to provide specified research effort.

**C.3.2.2.2.** The Contractor shall ensure any efforts associated with research institutions described in this paragraph and the work products produced are available to the Government for unlimited use and duplication.

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**C.3.2.2.3.** Publication of research associated with the study is encouraged. Unless specifically exempted in a respective task order, the Contractor shall ensure that the research yields at least one peer reviewed publication. The Contractor shall coordinate with the COR prior to any publication associated with the research conducted under task orders. The contractor shall request the COR's review and acceptance of the research prior to publication.

**C.3.2.2.4.** Unless exempted by the Government, at least one Government representative associated with the research task order shall be included as a coauthor of any publication associated with the stated research. The Contractor shall coordinate with the COR as required to identify the Government representative coauthor designee.

**C.3.2.2.5. Accreditation Board for Engineering and Technology (ABET) Accreditation Primary Department Lead Rule:** Unless expressly waived by the Government, all research efforts shall be with ABET-accredited universities ([www.abet.org](http://www.abet.org)). ABET accreditation shall be required for the primary department or college within the university which functions as the research primary investigator or lead researcher.

**C.3.2.2.6.** The contractor shall ensure research efforts have an FLCM perspective in the execution of the associated research and shall be led by university departments/colleges with integrated disciplinary focuses such as mechanical, lighting, electrical, structural and construction management.

**C.3.2.2.6.1.** Research teams may be augmented with other complementary departments/colleges with expertise in research focus areas, including but not limited to, clinical, environmental, architecture, nursing, business management/supply chain management, and demographics.

**C.3.2.2.6.2.** The Government may approve an exception to this rule upon Contractor's written request where research associated has no potential considerations for impact on the built environment. Since the primary focus of this contract is related to the built environment, the Contractor shall provide significant evidence the research proposed has no potential impact on the built environment in its request for exception. The Government is not obligated to approve exceptions under paragraph C.3.2.2.5. regardless of the Contractor's justification.

### **C.3.3. Support, Subject Matter Experts (SMEs) and Technical Expertise (CDRL R020, R030, R100, M90)**

**C.3.3.1.** The Contractor shall conduct program management, support and facilitation, including but not limited to the following:

- Preparing materials for briefings, presentations, testimony, and working groups;
- Leading working sessions, meetings and briefings;
- Facilitating leadership decision-making sessions, and
- Meeting/seminar registration.

**C.3.3.2.** The Contractor shall employ extensive private and public sector experience to assist in translating strategic goals into actionable items. This includes, but is not limited to, the integration of business planning, facility planning and acquisition, and facility operations.

**C.3.3.3.** The Contractor shall use analytical tools to facilitate dialog and decision-making process by the Government on a broad range of subjects, including but not limited to:

- Emerging technologies,
- Shifts in healthcare practice trends,

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- Alternative future scenarios (including evidence-based design),
- Facility and non-facility alternatives,
- Portfolio planning,
- Facility investment strategies and best use of existing capital,
- Development of partnerships and alliances,
- Use of non-traditional capital.

### **C.3.4. Studies and Analysis (CDRL R020, R030, R100, M90)**

**C.3.4.1.** The contractor shall provide subject matter expertise and technical, administrative, editorial and graphics assistance, as necessary, for the purpose of preparing special reports, studies, analyses, and briefing papers on various financial, administrative, and business process matters related to overall activities and process management.

**C.3.4.2.** Studies and analysis may encompass, but are not limited to, conducting information searches; scientific, medical, financial, and technical writing; editing; graphics preparation; and report layout and production. The Contractor shall explain methodologies that have been employed, discuss findings, list possible alternatives for consideration, and rank proposed policy or action alternatives with explanations as to the advantages and disadvantages of each.

**C.3.4.3.** The Contractor shall facilitate discussions and make briefings and presentations to leaders in the highest level of government and/or private sector. The Contractor shall be required to provide or support briefings/presentations to leaders in the highest level of government and/or private sector.

**C.3.4.4.** The Contractor shall structure studies in a simple and organized manner to facilitate executive leader assessment and decisions, while providing sufficient back up information to allow execution level entities to understand the fundamental key supporting informational facts leading to recommendations and alternative considerations. As a minimum, the contractor shall submit one draft to the COR for review.

### **C.3.5. Feasibility Studies, Analysis (CDRL R020, R030, R100, M90)**

**C.3.5.1.** The Contractor shall provide expert assistance to support a variety of technical areas including healthcare and laboratory planning, MHS transformation initiatives, inter-Service, inter-agency, or nongovernmental industry collaboration.

**C.3.5.1.2.** The Contractor shall provide comprehensive analysis and reports of findings on such subjects including, but not limited to, economic assessments and comparison of alternatives (See paragraph C.3.7. Economic Analysis, below), and operations and maintenance.

### **C.3.6. Market Analysis, Investigation & Coordination of Joint Planning Studies (CDRL R020, R030, R100, M90)**

**3.6.1.** The Contractor shall conduct business planning support, market analysis and coordination in support of joint planning studies, conduct associated research on population trends and analysis of healthcare trends for joint DoD/VA logistical opportunities, conduct associated economic analysis, logistical analysis, and prepare briefing materials reports, meeting notes and documentation.

**C.3.6.2.** The Contractor shall assist in the development and ongoing refinement of roles for key stakeholders, including the Multi-Service Market Management Office (MSMO) with respect to

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responsibilities and authorities related to business planning in markets where more than one Service operates medical facilities.

**C.3.6.3.** The Contractor shall assist in gathering, consolidating, and documenting best practice information as related to business planning within a defined geographical market. The focus of this effort shall keep the vision of transformational support, assisting government agencies including the MHS in becoming integrated, market-driven investment programs that link to the strategic plan and other transformation initiatives articulated in the Quadrennial Defense Review (QDR).

**C.3.6.4.** The Contractor shall conduct special investigations at the request of the Government that affect multiple Government and/or public/private organizations.

### **C.3.7. Economic Analysis (CDRL R020, R030, R100, M90)**

**C.3.7.1.** The Contractor shall conduct life cycle economic analyses related to capital improvement decisions in accordance with DoD and Office of Management and Budget (OMB) guidance. These analyses may be conducted for a single Medical Treatment Facility (MTF), laboratory, or research facility; an installation; a multi-service market; DHA; a regional command or group of facilities operated by the Army, Navy, or Air Force; VA facilities and markets; interagency partnerships and/or government private sector partnerships.

**C.3.7.2.** The economic analysis includes but is not limited to development of cost estimates and cost estimating methodologies, determination of cash flows, applying discount factors and determining the life cycle, developing the assumptions, conducting the analysis, developing the conclusions and recommendation, return on investment (ROI) considerations and conducting sensitivity analysis. Economic analysis shall comply with OMB Circular 94 requirements: [http://www.whitehouse.gov/omb/circulars\\_a094](http://www.whitehouse.gov/omb/circulars_a094).

**C.3.8. Business Process Improvement (CDRL R020, R030, R100, M90):** The Contractor shall assist in developing and maintaining an operational plan containing essential program/project planning information for use by executive management, analyzing program/project progress, identifying and resolving issues, accounting for resources and, reporting. This area also includes planning and conducting life-cycle management reviews, and impact assessments, as well as providing administrative and management planning support for analyzing, developing and updating policy and planning documents.

### **C.3.9. Functional Validation and Verification Analysis & Recommendations (CDRL R020, R030, R100, M90)**

**C.3.9.1.** The Contractor shall conduct independent evaluations and validations of technical data and cost/performance information associated with innovative technologies provided by technology vendors. These reviews shall include evaluating the following:

- Data,
- Processes and methodologies submitted by technology vendors,
- MHS consultants in support of technical reports,
- Decisions reached during meetings between the MHS, its consultants, regulatory personnel, other governmental agencies, institutions, and/or local community, and
- Responses to comments by regulatory agencies and queries from private sector consultants and community organizations.

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**C.3.9.2.** The Contractor shall provide high-level technical consultation in support of the implementation of MHS and related military construction (MILCON) and other engineering projects.

**C.3.9.2.1.** The Contractor shall review and evaluate cost proposals and work plans submitted by private sector consultants related to innovative and/or complex/controversial projects and provide technical recommendations or summaries to the Government. This shall include evaluation of development and application costs of innovative technologies or processes. The reviews shall determine the reasonableness of reported costs, the impact of scale-up, and compliance with regulatory requirements.

**C.3.9.2.2.** The Contractor shall provide all personnel, expertise, tools, methodologies, administrative, and managerial resources to support MHS Transformation, QDR, Business Implementation, including portfolio and management assistance through the life cycles of initiating, planning, executing, monitoring and controlling, and closing out programs and associated work efforts.

### **C.3.10. Commissioning (Cx) (CDRL R020, R030, R100, M90)**

**C.3.10.1.** The Cx process is defined as "a quality-oriented process for achieving, verifying, and documenting that the performance of facilities, systems, and assemblies meets defined objectives and criteria."

**C.3.10.1.1.** Cx is an all-inclusive process for all the planning, delivery, verification, and managing risks to critical functions performed in, or by, facilities. Cx ensures building quality using peer review and in-field or on-site verification. Cx also accomplishes higher energy efficiency, environmental health, and occupant safety and improves indoor air quality by making sure the building components are working correctly and that the plans are implemented with the greatest efficiency.

**C.3.10.1.2.** Cx is a quality assurance-based process that delivers preventive and predictive maintenance plans, tailored operating manuals and training procedures for all users to follow. Essentially, the Cx process formalizes review and integration of all project expectations during planning, design, construction, and occupancy phases by inspection and functional performance testing, and oversight of operator training and record documentation.

**C.3.10.1.3.** Cx begins with planning and includes design, construction, start-up, acceptance and training, and shall be applied throughout the life of the building. This definition accurately depicts Cx as a holistic process that spans from pre-design planning to post construction operation and shall be thought of as a checks-and-balances system. The goals of Cx are to:

- Define and document requirements clearly at the outset of each phase and update through the process,
- Verify and document compliance at each completion level,
- Establish and document Cx process tasks for subsequent phase delivery team members,
- Validate that the delivery of buildings and construction projects meet the owner's needs, at the time of completion,
- Verify that operation and maintenance personnel and occupants are properly trained,
- Maintain facility performance across its life cycle.

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**C.3.10.2.** When employing Cx, the Contractor shall provide the Government with expert third party Cx expertise to support planning, investigate, functionally test, monitor/measure, validate and report on finding in accordance with developed Cx plans.

**C.3.10.3.** The Contractor shall provide expert technical suggestions for correction of any identified deficiencies and provide feasibility studies for alternative solutions in accordance with “Feasibility Studies” identified above. The Contractor shall support Cx efforts in the MHS and provide appropriate personnel with requisite skill sets associated with the specified task order requirements.

**C.3.11 Building Information Modeling (BIM) (CDRL R020, R030, R100, M90):** The Contractor shall provide support of the development of BIM standards, criteria, investigation and development of BIM best practices and guides. The Contractor shall provide subject matter expertise and personnel with technical expertise in the use of BIM software tools capable of supporting but not limited to:

- Model development,
- Data Integration into the FLCM,
- Simulation,
- Model completeness validation,
- BIM Execution Guide completeness and validation,
- AEC Standards assessment, mapping and integration,
- Virtual Mockups.

### **C.4. CONTRACTOR EMPLOYEES (CDRL R020, R030, R100, M90)**

#### **C.4.1. Proper Identification of Contractor Personnel**

The Contractor shall ensure its employees, including subcontractors at all tiers, are clearly distinguished as contractors. Contractor employees shall not act, advertise, or presume to be Government employees, agents, or representatives. Contractor employees shall appropriately identify themselves as Contractor employees at all times, including in telephone conversations, formal and informal written correspondence, paper and electronic; and in any other situation where their actions could be construed as acts of Government officials unless, in the judgment of the Government, no harm can come from failing to identify themselves. Contractor employees shall be introduced as Contractor personnel and display distinguishing visible identification at all times whether in conversations, meetings, and other forms of communication with Government personnel.

**C.4.1.1.** When performing in a contractor capacity, Contractor personnel shall not use their retired or reserve component military rank or title in written or verbal communications associated with the contracts for which they provide services.

**C.4.1.2.** The Contractor shall incorporate the substance of this requirement in all subcontracts awarded for the performance of this contract.

#### **C.4.2. Attendance at Meetings**

Contractor personnel may be required to attend meetings or otherwise communicate with Government and/or other contract representatives to meet the requirements of a task order.

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**C.5. COMPLIANCE DOCUMENTS:** The Contractor shall comply with the following documents which provide specifications, standards, or guidelines to meet the requirements of this contract:

- UFC 4-510-01 Design: Medical Military Facilities.  
<http://www.tricare.mil/ocfo/ppmd/criteria.cfm#UFC>
- DoD MHS Space Planning Criteria.  
<http://www.tricare.mil/ocfo/ppmd/criteria.cfm#SpacePlanningCriteria>

**C.6 GOVERNMENT REVIEW TIMES:** After receiving the Contractor's deliverables (CDRLs), the COR shall review and either accept or reject the deliverable within 14 days of receipt. The COR shall notify the Contractor in writing with a courtesy copy to the Contracting Officer, indicating whether the CDRL is acceptable or unacceptable. If the deliverable is unacceptable, the COR shall identify the deficiencies, corrections needed, and due date for the Contractor to re-submit the corrected deliverable.

**C.7. CONTRACTOR MANPOWER REPORTING:** The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Defense Health Agency via a secure data collection site. The contractor is required to completely fill in all required data fields using the web address <http://www.ecmra.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the eCMRA help desk at: <http://www.ecmra.mil>.

**C.8. TRAVEL:** When the CO authorizes the contractor to travel in support of a task order, the contractor shall make the most cost-effective arrangements for travel, transportation, meals, lodging, and incidentals. Travel costs shall be incurred and billed in accordance with FAR 31.205-46, Travel Costs, and Section G, paragraph G.4. Travel. The COR will approve the contractor's travel costs before the contractor submits its invoice. All travel and transportation shall utilize commercial sources and carriers provided the method used for the appropriate geographical area results in reasonable charges to the Government. The Government will not pay for business class or first-class travel. Lodging and meals shall be reimbursed in accordance with FAR 31.205-46. This contract includes activity that may require contractor travel to destinations outside of the United States. The contractor shall ensure that assigned participants obtain valid passports and immunizations to support project activities. The contractor shall include travel costs in its task order price proposal.

**C.9. DATA AND SOFTWARE RIGHTS:** All data pertaining to this contract shall be returned to the Government upon contract expiration. The contractor shall not retain classified or unclassified material generated or received under this task order without approval of the appropriate office of primary responsibility. The contractor shall not publish any documents without approval of Contracting Officer. All software and data developed under this task order with Government expense shall be delivered with unlimited rights.

**C.10. NON-PERSONAL SERVICES:** In accordance with FAR 37.104, the Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks or engage in contractor employee hiring practices. Under no circumstances

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shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer immediately.

**C.11. INHERENTLY GOVERNMENTAL FUNCTIONS:** Contractors will not perform services that provide inherently governmental functions. In performing the tasks in this PWS, the contractor shall immediately stop work and notify the Government Contracting Officer in writing regarding situations where they believe, or have reason to believe, they have been tasked to perform an inherently governmental function as defined by FAR 7.5.

### C.12. SERVICES SUMMARY

<b>Task</b>	<b>PWS Paragraph</b>	<b>Performance Threshold</b>	<b>Method of Assessment</b>
Records Management	C.2.1	80% of work products submitted on time. All late products competed in 10 business days. No more than 2 complaints per quarter.	Observation and written or oral complaints.
Information Management	C.2.2.	80% of work products submitted on time. All late products competed in 10 business days. No more than 2 complaints per quarter.	Observation and written or oral complaints.
FLCM Logistical Support	C.2.3.	80% of work products submitted on time. All late products competed in 10 business days. No more than 2 complaints per quarter.	Observation and written or oral complaints.
Business Process Improvement	C.3.8	80% of work products submitted on time. All late products competed in 10 business days. No more than 2 complaints per quarter.	Observation and written or oral complaints.
Functional Validation and Verification Analysis & Recommendations	C.3.9	80% of work products submitted on time. All late products competed in 10 business days. No more than 2 complaints per quarter.	Observation and written or oral complaints.
Commissioning (Cx)	C.3.10	80% of work products submitted on time. All late products competed in 10 business days. No more than 2 complaints per quarter.	Observation and written or oral complaints.
Building Information Modeling (BIM)	C.3.11	80% of work products submitted on time. All late products competed in 10 business days. No more than 2 complaints per quarter.	Observation and written or oral complaints.

## **SECTION D, PACKAGING AND MARKING**

### **D.1. Preservation, Packaging and Marking**

Preservation, packaging, and marking for all items delivered hereunder shall be in accordance with Federal and State laws for shipment. All written documentation and other related correspondence and material to be furnished to the Government shall be adequately packaged to ensure delivery at destination. Extra care must be taken in packaging original files to protect them from damage and to ensure that they do not become separated from the routing markings.

## **SECTION E, INSPECTION AND ACCEPTANCE**

### **52.246-4 Inspection of Services -- Fixed-Price (AUG 1996)**

### **DFARS 252.246.7000 – Material Inspection and Receiving Report (MAR 2008)**

#### **E.1. Inspection and Acceptance**

The Contracting Officer's Representative (COR) for task orders is a Government official who has been delegated specific technical, functional and oversight responsibilities for individual task orders associated with this contract. The COR is designated in the COR appointment letter, issued by the Contracting Officer. The COR, or in the absence of the COR, the CO, is responsible for inspection and acceptance of all services, incoming shipments, documents, and services.

#### **E.2. Governmental Review Times**

The following minimum criteria shall apply to all Task Order WBSs submitted to the Government:

- (a) The Contractor shall propose a review period in calendar days to be approved by the COR for any governmental review requirements.
- (b) Government review times shall not be less than 14 calendar days. Federal holidays and the last two weeks of the fiscal and calendar year shall not be acceptable review calendar days.
- (c) Governmental review periods shall be coordinated as soon as possible, but shall be coordinated at least 30 calendar days prior to the expected review period.
- (d) Acceptance by the Government for a scheduled review period is only accepted by written confirmation such as memo, letter or email by the COR.

#### **E.3. Final Deliverable Government Acceptance Period**

This applies to final deliverables to the Government to close out a task order. The COR will have thirty (30) workdays to review the final deliverables and make comments. The COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor's accepted proposal. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor shall have ten (10) workdays to make corrections. Upon receipt of the corrected final deliverables, the COR or Contracting Officer will have ten (10) workdays for final review prior to acceptance or providing documented reasons for non-acceptance.

## SECTION F, DELIVERIES OR PERFORMANCE

### F.1. Period of Performance

Base Period: April 1, 2015 to March 31, 2016

Option Period 1: April 1, 2016 to March 31, 2017

Option Period 1: April 1, 2017 to March 31, 2018

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

### F.3. 52.247-34 F.O.B. Destination. (NOV 1991)

### F.4. DELIVERABLES

#### F.4.1. Delivery Address

All deliverables shall be submitted to the COR designated in the COR appointment letter, and others listed as identified in individual task orders associated with this contract.

#### F.4.2. Delivery Schedule Abbreviations

The following abbreviations are used in the delivery/deliverable schedule:

<u>Abbreviation</u>	<u>Definition</u>
CO	Contracting Officer
COR	Contracting Officer's Representative
CS	Contract Specialist
DA	Days after
DACA	Days after contract award
DAEOM	Days after end of month
Days	Calendar Days unless otherwise specified
DATO	Days after task order award
E	Electronic Copy
H	Hard Copy
NLT	Not Later Than
SOW	Statement of Work

#### F.4.3. Deliverable/Delivery Schedule

The contractor shall deliver the DD Forms 1423-1, Contract Data Requirements List (CDRL) documents listed in the table below to the Government officials in format and frequency indicated. The required deliverables will be specified in each individual task order.

Item (CDRL)	Ref	Title	Dist	E	H	Initial	Subsequent
Deliverable 1 (R010)	Attachment 1	Non-Disclosure Agreement	CO COR	1 1	0 0	Signed statements are due, from each employee assigned, <i>prior to</i> performing ANY work on an order. As requested	
Deliverable 2 (R020)	See below	Task Order Work Breakdown Structure (TOWBS)	CO COR	1 1	0 0	NLT 45 DATOA	Updated as required

## SECTION F, DELIVERIES OR PERFORMANCE

Item (CDRL)	Ref	Title	Dist	E	H	Initial	Subsequent
Deliverable 3 (R030)	See below	TOWBS Dictionary (DI-MGMT-81334C TOWBS)	CO COR	1 1	0 0	NLT 45 DATOA	Updated as required
Deliverable 4 (R040)	See below	Task Initiation Plan	CO COR	1 1	0 0	NLT 30 DATOA	
Deliverable 5 (R050)	See below	Task Completion/ Closeout Plan	CO COR	1 1	0 0	NLT 45 Days prior to the end date of the order	
Deliverable 6 (R060)	See below	Management & Staffing Plan	CO COR	1 1	0 0	NLT 5 DACA	Applies to original contract award and subsequent orders.
Deliverable 7 (R070)	See below	Quality Control Plan	CO COR	1 1	0 0	NLT 30 DACA	Update as required
Deliverable 8 (R080)	See below	Commissioning (Cx) Plan	CO COR	1 1	0 0	As required by task order	Update as needed.
Deliverable 9 (M010)	See below	Task Progress Report	CO COR	1 1	0 0	NLT 45 DATOA	NLT 15 <sup>th</sup> of each month
Deliverable 10 (R100)	See below and Attachment 3	Meeting Minutes	CO COR	1 1	0 0	NLT 14 Days after the occurrence of a meeting	

### F.5. Method of Delivery

**F5.1.** Electronic copies shall be delivered using software allowing the government complete and full editing capabilities, using the Microsoft Office suite of tools (for example, MS WORD, MS EXCEL, MS POWERPOINT, MS PROJECT, or MS ACCESS format), unless otherwise specified by the COR. Electronic submission shall be as specified by the COR. The contractor may be required to submit documentation through government internet based platforms.

**F5.2.** The files submitted shall be organized and shall include a navigation dashboard. Each electronic submittal shall include one Acrobat (PDF) file of the complete submittal that is text searchable. The intent is to allow the government to print additional copies of the submittal from one single electronic file if needed in the future or search the submittal for text. To the maximum extent possible the PDF files should be generated from the source program (in order to reduce file sizes) and not merely scans of the printed output.

**F.5.3.** The Contractor may be asked to provide electronic submittal source files on an as needed basis for pre-final submittals. These items may include spreadsheets, PowerPoint graphics, CAD/BIM files and photos which the Government may utilize for various document or

## **SECTION F, DELIVERIES OR PERFORMANCE**

presentations associated with the projects progression. Any such requests shall be provided to Government by contractor in no more than five (5) business days.

**F.5.4.** Final Submittals, and interim submittals/reviews as designated by the COR or Contracting Officer, shall include all source files used to compile the document, such as but not limited to spreadsheets, PowerPoint graphics, CAD or BIM files, and photos.

- (a) Photo Files shall be in “jpg” format and have meaningful labels which allow a basic understanding of the picture file.
- (b) Hard Copies. Hard copy files shall be in 3-ring binders when binding is required. The binders shall be labeled on the front, and for binder 1” or larger the edge/end shall also be labeled.

**F.5.5. Shipping.** The Contractor shall use most cost-effective commercial best practices in the packing and shipment of packages. The Contractor shall plan the schedule to allow adequate shipping time to avoid excessive shipping requirements (e.g. expedited overnight shipping) whenever possible. Specific manner of deliverable, shipping address and Point of Contract (POC) information will be identified as applicable in each task order.

## **SECTION G, CONTRACT ADMINISTRATION DATA**

### **DFARS 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)**

When submitting a request for payment, the Contractor shall—

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

### **DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012)**

(a) Definitions. As used in this clause—

(1) “Contract financing payment” and “invoice payment” have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) “Electronic form” means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) “Payment request” means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) “Receiving report” means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

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

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer’s determination with each request for payment;

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

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

## SECTION G, CONTRACT ADMINISTRATION DATA

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

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

(End of clause)

### **G.1. CONTRACT ADMINISTRATION**

**G.1.1.** All Contract Administration matters will be handled by the following individuals:

(a) **CONTRACTOR:** National Institute of Building Sciences (NIBS)  
1090 Vermont Ave, NW, suite 700  
Washington DC 20005-4024  
Telephone: 202-289-7800  
FAX: 202-289-1092  
Email: jlloyd@nibs.org  
Alternate Email: drouland@nibs.org

(b) **GOVERNMENT:** Contracting Officer  
Defense Health Agency (DHA), COD-A  
16401 East Centretech Parkway  
Aurora, CO 80011-9066  
Telephone: 303-676-3451  
FAX Phone: 303-676-3554  
Email: margaret.a.zancanella.civ@mail.mil

**G.1.2.** Contract Administration will be performed by the DHA Contract Operations Division, Aurora (COD-A), and/or as delegated to other Government agencies by the Contracting Officer. The Government point/s of contact (POC) during the performance of this contract will be the Contracting Officer and the Contracting Officer's Representative.

**G.1.2.1.** Contracting Officer (CO): The CO is responsible for administration of this contract and is solely authorized to take action on behalf of the Government which may result in changes to the terms of this contract.

**G.1.2.2.** Prior to award, the COR will be appointed and the specific duties to be performed by the COR will be detailed. One or more Technical Representatives may be assigned. The Contractor shall work directly with the CO, COR, and Technical Representative on those matters delegated to them. The ultimate responsibility for administration of the contract rests with the DHA CO and the COR. The COR does not have the authority to act on behalf of the Contracting Officer beyond his or her specific written delegation of authority. The COR does not have the authority to change contract terms or requirements. The Contractor will receive copies of the delegation letters which will delineate the scope of authority of the COR. The Contractor shall notify the Contracting Officer of any changes in authority in writing.

### **G.2. INVOICE AND PAYMENT**

## SECTION G, CONTRACT ADMINISTRATION DATA

**G.2.1.** The contractor shall submit invoices to DHA Contract Resource Management (CRM) and to the COR via email or other agreed to electronic format. Payment for services rendered under this contract will be made by Contract Resource Management Office, Defense Health Agency, 16401 East Centretech Parkway, Aurora, CO 80011. A proper invoice includes the elements identified at Federal Acquisition Regulation subpart 32.905.

Use the following information as required to create and submit invoices in the Wide Area Workflow – Receipt and Acceptance (WAWF-RA) System.

Contract Number:	HT9402-15-D-0002
Invoice Type:	Invoice and Receiving Report - Combined
Administrative DoDAAC:	HT9402
Name:	Margaret A. Zancanella
Email:	margaret.a.zancanella.civ@mail.mil
Payment DoDAAC:	HQ0649
Name:	Karl Bernhardt
Email:	karl.h.bernhardt@dfas.mil
Acceptor DoDAAC:	HT0003
Name:	Russell W. Manning
Email:	russell.w.manning.civ@mail.mil
Location Code Extension:	FTFPPM
Ship To DoDAAC:	HT0003
Name:	Russell W. Manning
Email:	russell.w.manning.civ@mail.mil
Location Code Extension:	FTFPPM

### **G.3. Task Order Funding**

Each task order issued shall have its own funding obligation, and funding shall not be transferable from one order to another order.

**G.4. Travel:** Travel costs shall be incurred and billed in accordance with FAR 31.205-46, Travel Costs. The COR will review, certify and accept the contractor's travel costs prior to the contractor invoicing for the costs. All travel and transportation shall utilize commercial sources and carriers provided the method used for the appropriate geographical area results in reasonable charges to the government. The Government will not pay for business class or first-class travel. Lodging and meals shall be reimbursed in accordance with FAR 31.

## **SECTION H, SPECIAL CONTRACT REQUIREMENTS**

### **H.1. Protection of Information**

#### **H.1.1. Dissemination of Information/Publishing**

The contractor shall not disseminate or publish any FLCM information developed under a task order or contained in FLCM reports, except within and between the Contractor and any subcontractors or specified Integrated Product/Process Team (IPT) members who have a need to know, of information developed in support of DHA. The contractor shall not release any information without the written approval of the Contracting Officer's Representative (COR) or the Contracting Officer.

#### **H.1.2. Public Key Infrastructure Authentication and Encryption.**

The Contractor shall follow the DoD standards, policies, and procedures related to the use of Public Key Infrastructure (PKI) certificates and biometrics for positive authentication including authentication to DoD private web servers or applications. Where interoperable PKI is required for the exchange of unclassified information, including the encryption of e-mail containing sensitive information, between DoD, Contractor, and industry partners shall obtain all necessary certificates if they are not eligible for a DoD Common Access Card. (refer to <http://iase.disa.mil/pki/eca/> and <http://www.cac.mil/>)

### **H.3. Access Requirements**

Access requirements will be specified in each task order.

#### **H.3.1. Contractor access to HA/DHA Network/DoD Systems**

When the Contractor is required to have access to the HA/DHA Network/DoD Systems for performance of work in a task order, the Contractor shall comply with Attachment J-2, Access HA/DHA Network/DoD IT Systems.

#### **H.3.2. Contractor access to classified information**

Performance under this contract anticipates no access required to classified information. In the event that a specific task may require access to classified information, a DD Form 254, DoD Contract Security Classification Specification, will be required. If access to classified information is required, the Contractor may choose to perform associated work requiring classified information under this contract after negotiation with the Contracting Officer,. The Contractor has the right to decline classified work under this contract. If the Contractor chooses to perform classified work under this contract, the Contractor shall be required to complete the DD Form 254, DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION, which is available at <http://www.dtic.mil/dtic/pdf/formsNguides/dd0254.pdf>.

#### **H.3.3. Contractor Access to Planning Programming, Budgeting, and Execution (PPBE) Documents and Data**

Contractors shall not have access to PPBE material unless such access is approved by the head of the OSD office responsible for the PPBE phase to which the document or data pertains. The approval must be requested and granted in accordance with:

(a) Deputy Secretary of Defense Memorandum, "Control of Planning, Programming, Budgeting, and Execution (PPBE) Documents and Information," 27 March 2004 (Available at: <http://www.tricare.mil/tps/dsd040327ppbe.pdf>).

## SECTION H, SPECIAL CONTRACT REQUIREMENTS

(b) DoD Directive 7045.14, The Planning, Programming, and Budgeting System (PPBS), May 22, 1984, Change 1, July 28, 1990. (Available at: <http://www.dtic.mil/whs/directives/corres/pdf/704514p.pdf>)

### **H.4. Quality Assurance**

The Government will review Task Progress Reports and will attend regular task performance review meetings with the Contractor to survey quality of products and services.

#### **H.4.1. Quality Assurance Surveillance Plan (QASP)**

By monitoring the Contractor, the COR will determine whether the performance levels set forth in the task order have been attained. Specific QASP tasks, indicators, standards, acceptable quality levels, and methods of surveillance will be defined in each task order issued under this contract.

**H.4.2.** The Government will use the QASP to monitor the quality of the Contractor's performance. The oversight provided for in the task order and in the QASP will help to ensure that service levels reach and maintain the required levels throughout the contract term. Further, the QASP provides the COR with a proactive way to avoid unacceptable or deficient performance, and provides verifiable input for the required Past Performance Information Assessments. The QASP will be provided in applicable individual orders. The QASP is a living document and may be updated by the Government as necessary.

**H.5. Performance Evaluation Process.** Per FAR 42.1502, an annual Contractor Performance Assessment Reporting System (CPARS) evaluation will be prepared and submitted to the Contractor representative at the end of the base year and annually thereafter. The website for CPARS is [www.cpars.gov](http://www.cpars.gov).

### **H.6. Government Furnished Equipment (GFE)/Government Furnished Information (GFI)/Government Furnished Property (GFP)**

The Government may provide equipment/information/property on individual task orders.

### **H.7. Section 508 Requirement**

The Contractor shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d). Specifically, the procurement, development, maintenance, or integration of electronic and information technology (EIT) under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at CFR part 1194.

### **H.8. Maximum University Overhead per Task Order (TO)**

The maximum university overhead that can be charged in association with an individual task order is 8%. A cognizant university contract representative shall sign an acknowledgement of this limitation prior to the task order being awarded.

(a.) TO proposals and the issuance of TOs shall comply with FAR 16.505, Ordering. TOs shall be awarded as fixed price using the labor categories and rates, which the contractor proposed in response to the FLCM solicitation, and in accordance with FAR 52.216-18, Ordering. The contractor shall propose in accordance with the tasks specified in the TO Request for Proposal (RFP).

## SECTION H, SPECIAL CONTRACT REQUIREMENTS

(b.) When the Government has a requirement for work to be performed, the CO will notify Contractor of:

- (1) the work to be performed,
- (2) the desired performance period and
- (3) any other information considered to be of assistance to the contractor in preparing a proposal.

(c) The contractor will transmit the written TO proposal to the Contracting Officer by email.

(d) Task order proposals shall consist of a technical section and a cost/price proposal prepared in accordance with FAR 15.408, Table 15-2. The contractor shall submit Attachment J-5, DFARS 252.215-7009 Proposal Adequacy Checklist (Jan 2014), with its cost/price proposal.

(d) The minimum value ordered over the term of the contract, including all option values is \$5,000.00, and the maximum value order over the term of the contract, including all option values is \$10,000,000.00.

### **H.9. DHA Privacy and Civil Liberties Information**

#### **H.9.1. Personally Identifiable Information (PII) and Protected Health Information (PHI)**

This section is applicable only for individual task orders associated with this contract, which utilize PII and/or PHI.

The Contractor shall establish appropriate administrative, technical, and physical safeguards to protect any and all Government data. The Contractor shall also ensure the confidentiality, integrity, and availability of Government data in compliance with all applicable laws and regulations, including data breach reporting and response requirements, in accordance with DFAR Subpart 224.1 (Protection of Individual Privacy), which incorporates by reference DoDD 5400.11, *DoD Privacy Program*, May 8, 2007, and DoD 5400.11-R, *DoD Privacy Program*, May 14, 2007. The contractor shall also comply with federal laws relating to freedom of information and records management.

#### **H.9.2. Health Insurance Portability and Accountability Act (HIPAA)**

The Contractor shall comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (Pub. L. 104-191), as implemented by the HIPAA Privacy and Security Rules codified at 45 CFR, Parts 160 and 164, and as further implemented within the Military Health System (MHS) by DoD 6025.18-R, *DoD Health Information Privacy Regulation*, January 24, 2003; and DoD 8580.02-R, *DoD Health Information Security Regulation*, July 12, 2007. The Contractor shall also comply with all applicable HIPAA-related rules and regulations as they are published and as further defined by later-occurring Government requirements and DoD guidance, including current and forthcoming DoD guidance implementing applicable amendments under the American Recovery and Reinvestment Act of 2009 (ARRA). Any rules and regulations that are published, and/or requirements that are defined after the award date of this contract, and that require expenditure of additional Contractor resources for compliance, may be considered “changes” and will be subject to the “changes” clause under the contract.

## SECTION H, SPECIAL CONTRACT REQUIREMENTS

### H.9.3. Privacy Breach Response

DoD 5400.11-R, *DoD Privacy Program*, May 14, 2007, defines a breach as the “actual or possible loss of control, unauthorized disclosure, or unauthorized access of personal information where persons other than authorized users gain access or potential access to such information for other than authorized purposes where one or more individuals will be adversely affected.”

Within one hour of discovery, the breach must be reported to the US Computer Emergency Readiness Team (US CERT) at <https://forms.us-cert.gov/report/> and to the DHA Privacy Office at PrivacyOfficerMail@dha.mil. The Contractor shall adhere to the reporting and response requirements set forth in the Office of the Secretary of Defense (OSD) Memorandum 1504-07, “Safeguarding Against and Responding to the Breach of Personally Identifiable Information,” June 5, 2009; DoD 5400.11-R, and applicable DHA Privacy Office guidance, including current and forthcoming DoD guidance on ARRA breach notification requirements, available at:

<http://www.tricare.mil/tma/privacy/breach.aspx>.

### H.9.4. Systems of Records

In order to meet the requirements of the Privacy Act and the DoD Privacy, the Contractor shall identify to the DHA Contracting Officer (CO) systems of records that are or will be maintained or operated for DHA where records of PII collected from individuals are maintained and specifically retrieved using a personal identifier. Upon identification of such systems to the CO, and prior to the lawful operation of such systems, the Contractor shall coordinate with the DHA Privacy Office to complete systems of records notices (SORNs) for submission and publication in the *Federal Register* as coordinated by the Defense Privacy and Civil Liberties Office, and as required by the DoD Privacy Act Issuances.

Following proper SORN publication and Government confirmation of Contractor authority to operate the applicable system(s), the Contractor shall also comply with the additional systems of records and SORN guidance, in coordination with the DHA Privacy Office, regarding periodic system review, amendments, alterations, or deletions set forth by the DoD Privacy Act Issuances, Office of Management and Budget (OMB) Memorandum 99-05, Attachment B, and OMB Circular A-130. The Contractor shall promptly advise the DHA Privacy Office of changes in systems of records or their use that may require a change in the SORN.

### H.9.5. Privacy Impact Assessment (PIA)

The Contractor shall provide for the completion of a PIA for any applicable systems that collect, maintain, use or disseminate PII or PHI about members of the public, federal personnel, contractors, or in some cases foreign nationals. The Contractor shall establish practices that satisfy the requirements of DoDI 5400.16, “DoD Privacy Impact Assessment (PIA) Guidance.” (February 12, 2009).

To begin the PIA process, the Contractor shall use the DoD-approved PIA Template, DD Form 2930. The Contractor shall use the DHA PIA Guide to complete the DD Form 2930. The Contractor should send completed DD Form 2930s to the DHA Privacy Office for review and approval, with a copy to the CO.

### H.9.6. Data Sharing Agreement (DSA) (Applies if contract requirements involve PII/PHI or de-identified data that would be PII/PHI)

## SECTION H, SPECIAL CONTRACT REQUIREMENTS

**H.9.6.1.** The Contractor shall consult with the DHA Privacy Office to determine if the Contractor must obtain a Data Sharing Agreement (DSA) or Data Use Agreement (DUA), when MHS data that is managed by DHA will be accessed, used, disclosed or stored, to perform the requirements of this Contract. The Contractor shall comply with requests for additional documentation by the DHA Privacy Board when requesting PHI for research.

**H.9.6.2.** In addition, the Contractor shall submit any research requests for MHS data that include PHI to the DHA Privacy Board in order to be reviewed for HIPAA compliance.

**H.9.6.3.** The Contractor shall comply with the permitted uses established in a DSA/DUA to prevent the unauthorized use and/or disclosure of any PII/PHI, in accordance with the HIPAA Rules and the DoD HIPAA Issuances. Likewise, the Contractor shall comply with the DoD Privacy Act Issuances.

**H.9.6.3.** To begin the data sharing request process, the Contractor shall submit a Data Sharing Agreement Application (DSAA) to the DHA Privacy Office. If the application is approved, the requestor shall enter into one of the following agreements, depending on the data involved:

- DSA for De-Identified Data
- DSA for PHI
- DSA for PII Without PHI
- Data Use Agreement for Limited Data Set.

**H.9.6.4.** DSAs are active for one year, or until the end of the current option year, whichever comes first. If the DSA will not be renewed, the Contractor shall provide a Certificate of Data Disposition (CDD) to the DHA Privacy Office.

### **H.9.7. Privacy Act and HIPAA Training**

**H.9.7.1** The Contractor shall ensure that its entire staff, including subcontractors and consultants that perform work on this Contract receive training on the Privacy Act, HIPAA, the Alcohol, Drug Abuse and Mental Health Administration (ADAMHA) Reorganization Act, 42 USC 290dd-2, and the ADAMHA implementing regulations, 42 CFR Part 2.

**H.9.7.2** The Contractor shall ensure all employees and subcontractors supply a certificate of all training completion to the Contracting Officer's Representative (COR) within 30 days of being assigned and on an annual basis based on the trainee's birth month thereafter.

### **H.9.8. Records Management**

When creating and maintaining official government records, the Contractor shall comply with all federal requirements established by 44 USC Chapters 21, 29, 31, 33 and 35, and by 36 CFR, Chapter XII, Subchapter B-Records Management. The Contractor shall also comply with DoD Administrative Instruction No. 15 (DOD AI-15), *OSD Records and Information Management Program* (May 3, 2013).

### **H.9.9. Freedom of Information Act (FOIA) Office**

The Contractor shall comply with the following procedures if it receives a FOIA request and immediately contact the DHA FOIA Officer for evaluation/action:

The Contractor shall inform beneficiaries that DHA FOIA procedures require a written request addressed to the DHA Freedom of Information Service Center, 7700 Arlington Boulevard, Suite

## SECTION H, SPECIAL CONTRACT REQUIREMENTS

5101, Falls Church, Virginia 22042-5101 (or email requests addressed to FOIARequests@tma.osd.mil), and that the request shall describe the desired record as completely as possible to facilitate its retrieval from files and to reduce search fees which may be borne by the requestor. Although the administrative time limit to grant or deny a request (ten working days after receipt) does not begin until the request is received by DHA, the Contractor shall act as quickly as possible.

In response to requests received by the Contractor for the release of information, unclassified information, documents and forms which were previously provided to the public as part of routine services shall continue to be made available in accordance with previously established criteria. All other requests from the public for release of DHA records and, specifically, all requests that reference the Freedom of Information Act shall be immediately forwarded to DHA, ATTENTION: Freedom of Information Officer, for appropriate action. Direct contact, including interim replies, between TRICARE contractors and such requestors is not authorized. The Contractor shall process requests by individuals for access to records about themselves in accordance with directions from the DHA Freedom of Information Service Center. If such a requestor specifically makes the request under the Privacy Act or does not make clear whether the request is made under FOIA or the Privacy Act, the Contractor shall process the request in accordance with directions from the DHA Privacy Office. If requestor specifically seeks PHI under HIPAA, the Contractor shall follow paragraph 8.1.6, relating to individual rights of access to PHI.

### **H.9.10. Business Associates.**

This section applies only for individual task orders associated with this contract requiring access and/or use of PHI. In accordance with DoD 6025.18-R "Department of Defense Health Information Privacy Regulation," January 24, 2003, the Contractor meets the definition of Business Associate. Therefore, a Business Associate Agreement is required to comply with both the Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security regulations. This clause serves as that agreement whereby the Contractor agrees to abide by all applicable HIPAA Privacy and Security requirements regarding health information as defined in this clause, and in DoD 6025.18-R and DoD 8580.02-R, as amended. Additional requirements will be addressed when implemented.

- (a) Definitions. As used in this clause generally refer to the Code of Federal Regulations (CFR) definition unless a more specific provision exists in DoD 6025.18-R or DoD 8580.02-R.
  - Individual has the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
  - Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
  - Protected Health Information has the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by the Contractor from or on behalf of the Government pursuant to the Contract.
  - Electronic Protected Health Information has the same meaning as the term "electronic protected health information" in 45 CFR 160.103.

## SECTION H, SPECIAL CONTRACT REQUIREMENTS

- Required by Law has the same meaning as the term “required by law” in 45 CFR 164.103.
- Secretary means the Secretary of the Department of Health and Human Services or his/her designee.
- Security Rule means the Health Insurance Reform: Security Standards at 45 CFR part 160, 162 and part 164, subpart C.
- Terms used, but not otherwise defined, in this Clause shall have the same meaning as those terms in 45 CFR 160.103, 160.502, 164.103, 164.304, and 164.501.

(b) The Contractor shall not use or further disclose Protected Health Information other than as permitted or required by the Contract or as Required by Law.

(c) The Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.

(d) The Contractor agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits in the execution of this Contract.

(e) The Contractor shall, at their own expense, take action to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of Protected Health Information by the Contractor in violation of the requirements of this Clause. These mitigation actions will include as a minimum those listed in the TMA Breach Notification Standard Operating Procedure (SOP), which is available at: <http://www.tricare.mil/tma/privacy/breach.aspx>.

(f) The Contractor shall report to the Government any security incident involving protected health information of which it becomes aware.

(g) The Contractor shall report to the Government any use or disclosure of the Protected Health Information not provided for by this Contract of which the Contractor becomes aware.

(h) The Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by the Contractor, on behalf of the Government, agrees to the same restrictions and conditions that apply through this Contract to the Contractor with respect to such information.

(i) The Contractor shall ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information, agrees to implement reasonable and appropriate safeguards to protect it.

(j) The Contractor shall provide access, at the request of the Government, and in the time and manner reasonably designated by the Government to Protected Health Information in a Designated Record Set, to the Government or, as directed by the Government, to an Individual in order to meet the requirements under 45 CFR 164.524.

(k) The Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Government directs or agrees to pursuant to 45 CFR 164.526 at the request of the Government, and in the time and manner reasonably designated by the Government.

## **SECTION H, SPECIAL CONTRACT REQUIREMENTS**

(l) The Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor, on behalf of the Government, available to the Government, or at the request of the Government to the Secretary, in a time and manner reasonably designated by the Government or the Secretary, for purposes of the Secretary determining the Government's compliance with the Privacy Rule.

(m) The Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(n) The Contractor shall provide to the Government or an Individual, in time and manner reasonably designated by the Government, information collected in accordance with this Clause of the Contract, to permit the Government to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### **H.9.11. General Use and Disclosure Provisions**

The Contractor may only use or disclose PHI as necessary to perform the services set forth in this Contract or as required by law. The Business Associate is not permitted to de-identify PHI under DoD HIPAA Issuances or the corresponding 45 CFR 164.514(a)-(c), nor is it permitted to use or disclose de-identified PHI, except as provided by the Contract or directed by DHA. The Contractor agrees to use, disclose and request PHI only in accordance with the HIPAA Privacy Rule "minimum necessary" standard and corresponding DHA policies and procedures as stated in the DoD HIPAA Issuances. The Contractor shall not use or disclose PHI in a manner that would violate the DoD HIPAA Issuances or HIPAA Privacy Rules if done by the covered entity, except uses and disclosures for the Contractor's own management and administration and legal responsibilities or for data aggregation services as set forth in paragraphs 8.3.1 – 8.3.3.

### **H.9.12 Specific Use and Disclosure Provisions**

**H.9.12.1** Except as otherwise limited in this Section, the Contractor may use PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor. The foregoing authority to use PHI does not apply to disclosure of PHI, which is covered in the next paragraph.

**H.9.12.2** Except as otherwise limited in paragraph 8.3, the Contractor may disclose PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that disclosures are required by law, or the Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

**H.9.12.3** Except as otherwise limited in this Section, the Contractor may use PHI to provide Data Aggregation services relating to DHA's health care operations.

### **H.9.13 Contractor Compliance with DHA Notices and Restrictions**

## **SECTION H, SPECIAL CONTRACT REQUIREMENTS**

**H.9.13.1** DHA will provide the Contractor with the notice of privacy practices that DHA produces in accordance with the DoD HIPAA Issuances and the corresponding 45 CFR 164.520.

**H.9.13.2** Upon notification by DHA of any changes in, or revocation of, permission by an individual to use or disclose his or her PHI, the Contractor shall comply to the extent that such changes may affect the Contractor's use or disclosure of PHI.

**H.9.13.3** Upon notification by DHA, the Contractor shall comply with any restriction on the use or disclosure of PHI that the Government has agreed to or is required to abide by under the DoD HIPAA Issuances or the corresponding 45 CFR 164.522 , to the extent that such restriction may affect Contractor's use or disclosure of PHI.

### **H.9.14 Permissible Requests by DHA**

The Government will not request the Contractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules or any applicable Government regulations (including without limitation, DoD HIPAA Issuances) if done by the Government, except for providing Data Aggregation services to the Government and for management and administrative activities of the Contractor as otherwise permitted by this Contract.

### **H.9.15 Termination**

#### **H.9.16.1 Effect of Noncompliance**

Noncompliance by the Contractor (or any of its staff, agents, or subcontractors) with any requirement in these HIPAA Business Associate Provisions (paragraph 8) may subject the Contractor to termination under any applicable default or other termination provision of this Contract.

#### **H.9.16.2 Effect of Termination.**

**H.9.16.2.1** If this Contract has records management requirements, the Contractor shall handle such records in accordance with the records management requirements. If this Contract does not have records management requirements, the Contractor shall handle such records in accordance with paragraphs 8.6.2.2 and 8.6.2.3 below. If this Contract has provisions for transfer of records and PII/PHI to a successor contractor, or if DHA gives directions for such transfer, the Contractor shall handle such records and information in accordance with such Contract provisions or DHA direction.

**H.9.16.2.2** If this Contract does not have records management requirements, except as provided in paragraph 8.6.2.3 below, upon termination of the Contract, for any reason, the Contractor shall return or destroy all PHI received from the Government, or created or received by the Contractor on behalf of the Government that the Contractor still maintains in any form. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Contractor. The Contractor shall retain no copies of the PHI.

**H.9.16.2.3** If this Contract does not have records management provisions and the Contractor determines that returning or destroying the PHI is infeasible, the Contractor shall provide to the Government notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Government and the Contractor that return or destruction of PHI is infeasible, the Contractor shall extend the protections of the Contract to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Contractor maintains such PHI.

## SECTION H, SPECIAL CONTRACT REQUIREMENTS

### H.9.17 Miscellaneous

**H.9.17.1 Survival.** The obligations of the Contractor under the “Effect of Termination” provision of this Paragraph 9 shall survive the termination of this Contract.

**H.9.17.2 Interpretation.** Any ambiguity in this Contract shall be interpreted in a manner to permit compliance with the HIPAA Rules and the DoD HIPAA Issuances.

### H.9.18. Breach Response

In the event of a breach of PII/PHI by the Contractor, the Contractor shall follow the breach response requirements set forth in this paragraph, which are designed to satisfy both the Privacy Act and HIPAA as applicable. If a breach involves only PII, then the Contractor shall comply with DoD Privacy Act Issuance breach response requirements only; if a breach involves PHI (a subset of PII), then the Contractor shall comply with both Privacy Act and HIPAA breach response requirements. A breach involving PHI may or may not constitute an HHS Breach. If a breach is not an HHS Breach, then the Contractor has no HIPAA breach response obligations. In such cases, the Contractor must still comply with breach response requirements under the DoD Privacy Act Issuances.

If the DHA Privacy Office determines that a breach is an HHS Breach, then the Contractor shall comply with both the HIPAA Breach Rule and DoD Privacy Act Issuances, as directed by the Privacy Office, regardless of whether the breach occurs at DHA or at one of the Service components. If the Privacy Office determines that the breach does not constitute an HHS Breach, then the Contractor shall comply with DoD Privacy Act Issuances, as directed by the Privacy Office. *[If the Government party to this Contract is one of the Services or a Service component, then the applicable Service-Level Privacy Office oversees Privacy Act compliance (the only DHA Privacy Office role is to track the Service-level breach response efforts). Additional Service-specific provisions may be appropriate here.]*

The following provisions of this paragraph set forth the Contractor’s Privacy Act and HIPAA breach response requirements for DHA breaches, including but not limited to HHS breaches. For other breaches not involving the DHA Privacy Office (i.e., Privacy Act-only breaches occurring at a Service-level component), the Contractor shall follow the directions of the Service-Level Privacy Office.

The Contractor shall comply with all breach response requirements set forth in this paragraph. In general, for breach response, the Contractor shall report the breach to the government, assess the breach incident, notify affected individuals, and take mitigation actions as applicable. Because DoD defines “breach” to include possible (suspected) as well as actual (confirmed) breaches, the Contractor shall implement these breach response requirements immediately upon the Contractor’s discovery of a possible breach.

### H.9.19 Reporting Provisions

The Contractor shall report the breach within one hour of discovery to the US Computer Emergency Readiness Team (US CERT), and, within 24 hours of discovery, to the DHA Privacy Office, and the other parties set forth below. The Contractor is deemed to have discovered a breach as of the time a breach (suspected or confirmed) is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing it) who is an employee, officer or other agent of the Contractor.

## SECTION H, SPECIAL CONTRACT REQUIREMENTS

The Contractor shall submit the US-CERT report using the online form at <https://forms.us-cert.gov/report/>. Before submission to US-CERT, the Contractor shall save a copy of the on-line report. After submission, the Contractor shall record the US-CERT Reporting Number. Although only limited information about the breach may be available as of the one hour deadline for submission, the Contractor shall submit the US-CERT report by the deadline. The Contractor shall e-mail updated information as it is obtained, following the instructions at <http://www.us-cert.gov/pgp/email.html>. The Contractor shall provide a copy of the initial or updated US-CERT report to the DHA Privacy Office and the applicable Service-Level Privacy Office, if requested by either. Contractor questions about US-CERT reporting shall be directed to the DHA Privacy Office, not the US-CERT office.

The Contractor report to DHA due within 24 hours shall be submitted by completing the New Breach Reporting Form DD 2959 at the Breach Response page on the DHA Privacy Office web site and emailing that form to the DHA Privacy Office, the DHA CO and COR, and the DHA Program Office (or Service-Level Privacy Office) applicable to the Contractor. For the applicable Program Office, the Contractor shall e-mail the notice to its usual Point of Contact (POC) unless the POC specifies another addressee for breach reporting. Encryption is not required, because Breach Report Forms should not contain PII/PHI. The email address for notices to the DHA Privacy Office is provided at the Privacy Office website breach response page. If electronic mail is not available, telephone notification is also acceptable, but all notifications and reports delivered telephonically must be confirmed by email as soon as technically feasible.

If multiple beneficiaries are affected by a single event or related set of events, then a single reportable breach may be deemed to have occurred, depending on the circumstances. The Contractor shall inform the DHA Privacy Office as soon as possible if it believes that “single event” breach response is appropriate; the DHA Privacy Office will determine how the contractor shall proceed and, if appropriate, consolidate separately reported breaches for purposes of Contractor report updates, beneficiary notification, and mitigation. The corresponding CDRL, entitled “Breach Report,” provides further guidance on completing and updating the Breach Report Form.

When a Breach Report Form initially submitted is incomplete or incorrect due to unavailable information, or when significant developments require an update, the Contractor shall submit a revised form or forms, stating the updated status and previous report date(s) and showing any revisions or additions in red text. Examples of updated information the Contractor shall report include, but are not limited to: confirmation on the exact data elements compromised, the root cause of the incident, and any mitigation actions to include, sanctions, training, incident containment, follow-up, etc. The Contractor shall submit these report updates promptly after the new information becomes available. Prompt reporting of updates is required to allow the DHA Privacy Office to make timely final determinations on any subsequent notifications or reports. The Contractor shall provide updates to the same parties as required for the initial Breach Report Form. The Contractor is responsible for reporting all information needed by the DHA Privacy Office to make timely and accurate determinations on reports to HHS as required by the HHS Breach Rule and reports to the Defense Privacy and Civil Liberties Office as required by DoD Privacy Act Issuances.

## SECTION H, SPECIAL CONTRACT REQUIREMENTS

In the event the Contractor is uncertain on how to apply the above requirements, the Contractor shall consult with the CO, who will consult with the Privacy Office as appropriate when determinations on applying the above requirements are needed.

### **H.9.20 Individual Notification Provisions**

If the Privacy Office determines that individual notification is required, the Contractor shall provide written notification to individuals affected by the breach as soon as possible, but no later than 10 working days after the breach is discovered and the identities of the individuals are ascertained. The 10 day period begins when the Contractor is able to determine the identities (including addresses) of the individuals whose records were impacted.

The Contractor's proposed notification to be issued to the affected individuals shall be submitted to the parties to which reports are submitted under paragraph 9.1 for their review, and for approval by the DHA Privacy Office. Upon request, the Contractor shall provide the DHA Privacy Office with the final text of the notification letter sent to the affected individuals. If different groups of affected individuals receive different notification letters, then the Contractor shall provide the text of the letter for each group. (PII shall not be included with the text of the letter(s) provided.) Copies of further correspondence with affected individuals need not be provided unless requested by the Privacy Office. The Contractor's notification to the individuals, at a minimum, shall include the following:

—The individual(s) must be advised of what specific data was involved. It is insufficient to simply state that PII has been lost. Where names, Social Security Numbers (SSNs) or truncated SSNs, and Dates of Birth (DOBs) are involved, it is critical to advise the individual that these data elements potentially have been breached.

—The individual(s) must be informed of the facts and circumstances surrounding the breach. The description should be sufficiently detailed so that the individual clearly understands how the breach occurred.

—The individual(s) must be informed of what protective actions the Contractor is taking or the individual can take to mitigate against potential future harm. The notice must refer the individual to the current Federal Trade Commission (FTC) web site pages on identity theft and the FTC's Identity Theft Hotline, toll-free: 1-877-ID-THEFT (438-4338); TTY: 1-866-653-4261.

—The individual(s) must also be informed of any mitigation support services (e.g., one year of free credit monitoring, identification of fraud expense coverage for affected individuals, provision of credit freezes, etc.) that the Contractor may offer affected individuals, the process to follow to obtain those services and the period of time the services will be made available, and contact information (including a phone number, either direct or toll-free, e-mail address and postal address) for obtaining more information.

Contractors shall ensure any envelope containing written notifications to affected individuals are clearly labeled to alert the recipient to the importance of its contents, e.g., "Data Breach Information Enclosed," and that the envelope is marked with the identity of the Contractor and/or subcontractor organization that suffered the breach. The letter must also include contact information for a designated POC to include, phone number, email address, and postal address.

If the Contractor determines that it cannot readily identify, or will be unable to reach, some affected individuals within the 10 day period after discovering the breach, the Contractor shall so indicate in the initial or updated Breach Report Form. Within the 10 day period, the Contractor

## SECTION H, SPECIAL CONTRACT REQUIREMENTS

shall provide the approved notification to those individuals who can be reached. Other individuals must be notified within 10 days after their identities and addresses are ascertained. The Contractor shall consult with the DHA Privacy Office, which will determine the media notice most likely to reach the population not otherwise identified or reached. The Contractor shall issue a generalized media notice(s) to that population in accordance with Privacy Office approval.

The Contractor shall, at no cost to the government, bear any costs associated with a breach of PII/PHI that the Contractor has caused or is otherwise responsible for addressing.

Breaches are not to be confused with security incidents (often referred to as cyber security incidents when electronic information is involved), which may or may not involve a breach of PII/PHI. In the event of a security incident not involving a PII/PHI breach, the Contractor shall follow applicable DoD Information Assurance requirements under its contract. If at any point the Contractor finds that a cyber-security incident involves a PII/PHI breach (suspected or confirmed), the Contractor shall immediately initiate the breach response procedures set forth below. The Contractor shall also continue to follow any required cyber security incident response procedures to the extent needed to address security issues, as determined by DoD/DHA.

## SECTION I, CONTRACT CLAUSES

### FAR 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 these web site addresses:

<http://www.arnet.gov/>

or <http://farsite.hill.af.mil/>

or <http://www.acq.osd.mil/dpap/dfars/>

(End of Clause)

FAR 52.202-1 Definitions (NOV 2013)

FAR 52.203-3 Gratuities (APR 1984)

FAR 52.203-5 Covenant Against Contingent Fees (MAY 2014)

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006)

FAR 52.203-7 Anti-Kickback Procedures (MAY 2014)

FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)

FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)

FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)

FAR 52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)

FAR 52.203-14 Display of Hotline Poster (DEC 2007)

FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)

FAR 52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)

FAR 52.204-9 Personal Identity of Contractor Personnel (JAN 2011)

FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)

FAR 52.204-12 Data Universal Numbering System Number Maintenance (DEC 2012)

FAR 52.204-13 System for Award Management Maintenance (JUL 2013)

FAR 52.204-18 Commercial and Government Entity Code Maintenance (Nov 2014)

FAR 52.204-19 Incorporation by Reference of Representations and Certifications (Dec 2014)

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

(End of clause)

## SECTION I, CONTRACT CLAUSES

FAR 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013)

FAR 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)

FAR 52.209-10 Prohibition on Contracting with Inverted domestic Corporations (MAY 2012)

FAR 52.210-1 Market Research (APR 2011)

FAR 52.211-15 Defense Priority and Allocation Requirements (APR 2008)

FAR 52.215-2 Audit and Records – Negotiation (OCT 2010)

FAR 52.215-8 Order of Precedence - Uniform Contract Format (OCT 1997)

FAR 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (AUG 2011)

FAR 52.215-11 Price Reduction for Defective Certified Cost of Pricing Date – Modifications (AUG 2011)

FAR 52.215-12 Subcontractor Certified Cost or Pricing Data (OCT 2010)

FAR 52.215-13 Subcontractor Certified Cost of Pricing Data – Modifications (OCT 2010)

FAR 52.215-15 Pension Adjustments and Asset Reversions (OCT 2010)

FAR 52.215-17 Waiver of Facilities Capital Cost of Money (OCT 1997)

FAR 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (JUL 2005)

FAR 52.215.19 Notification of Ownership Changes (OCT 1997)

FAR 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data - Modifications (OCT 2010)

FAR 52.215-23 Limitations on Pass-Through Charges (OCT 2009)

FAR 52.216-18 Ordering (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from April 1, 2015 through March 31, 2018.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

FAR 52.216-19 Order Limitations (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the

## SECTION I, CONTRACT CLAUSES

Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

- (1) Any order for a single item in excess of \$5,000,000.00;
- (2) Any order for a combination of items in excess of \$5,000,000.00; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

### FAR 52.216-22 Indefinite Quantity (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after March 31, 2018.

(End of clause)

### FAR 52.216-24 Limitation of Government Liability (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$10,000,000.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$10,000,000.00 dollars.

## SECTION I, CONTRACT CLAUSES

(End of clause)

### FAR 52.217-8 Option to Extend Services (NOV 1999)

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

(End of clause)

### FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years and 6 months.

(End of clause)

### FAR 52.219-8 Utilization of Small Business Concerns (OCT 2014)

### FAR 52.219-9 Small Business Subcontracting Plan (OCT 2014)(DEVIATION 2013-00014) (AUG 2013) – (ALT II (OCT 2001))

(1) \*\*\*

(2) SSR

(i) Reports submitted under individual contract plans \*\*\*

(C) If a prime contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of the reporting period.

(End of Clause)

### FAR 52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999)

### FAR 52.219-28 Post-Award Small Business Program Rerepresentation (JUL 2013)

### FAR 52.222-3 Convict Labor (JUN 2003)

### FAR 52.222-21 Prohibition of Segregated Facilities (FEB 1999)

## SECTION I, CONTRACT CLAUSES

FAR 52.222-26 Equal Opportunity (MAR 2007)

FAR 52.222-35 Equal Opportunity for Veterans (JUL 2014)

FAR 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)

FAR 52.222-37 Employment Reports on Veterans (JUL 2014)

FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

FAR 52.222-50 Combating Trafficking in Persons (MAR 2015)

FAR 52.222-54 Employment Eligibility Verification (AUG 2013)

FAR 52.223-6 Drug-Free Workplace (MAY 2001)

FAR 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

FAR 52.224-1 Privacy Act Notification (APR 1984)

FAR 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)

FAR 52.227-1 Authorization and Consent (DEC 2007)

FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)

FAR 52.227-3 Patent Indemnity (APR 1984)

FAR 52.227-14 Rights in Data—General (MAY 2014)

FAR 52.229-3 Federal, State, and Local Taxes (FEB 2013)

FAR 52.229-4 Federal, State, and Local Taxes (State and Local Adjustments)(FEB 2013)

FAR 52.230-2 Cost Accounting Standards (MAY 2014)

FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practices (MAY 2014)

FAR 52.230-6 Administration of Cost Accounting Standards (JUN 2010)

FAR 52.232-1 Payments (APR 1984)

FAR 52.232-11 Extras (APR 1984)

FAR 52.232-17 Interest (MAY 2014)

FAR 52.323-18 Availability of Funds (APR 1984)

FAR 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

Funds are not presently available for performance under this contract beyond September 30, 2015. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2015, until funds are made available to the Contracting Officer for performance and until the contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

## SECTION I, CONTRACT CLAUSES

FAR 52.232-23 Assignment of Claims (MAY 2014)

FAR 52.232-25 Prompt Payment (JUL 2013)

FAR 52.232-33 Payment by Electronic Funds Transfer - System for Award Management (JUL 2013)

FAR 52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)

FAR 52.233-1 Disputes (MAY 2014) – Alternate I (DEC 1991)

FAR 52.233-3 Protest after Award (AUG 1996)

FAR 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)

FAR 52.236-1 Performance of Work by the Contractor (APR 1984)

FAR 52.237-3 Continuity of Services (JAN 1991)

FAR 52.242-13 Bankruptcy (JUL 1995)

FAR 52.243-1 Changes-Fixed-Price (AUG 1987) – Alternate III (APR 1984)

FAR 52.243-6 Change Order Accounting (APR 1984)

FAR 52.244-2 Subcontracts (OCT 2010)

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

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified

## SECTION I, CONTRACT CLAUSES

acquisition threshold or 5 percent of the total estimated cost of the contract.

(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: N/A

(a) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c) or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c) or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the

## SECTION I, CONTRACT CLAUSES

Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

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

(End of clause)

FAR 52.244-5 Competition in Subcontracting (DEC 1996)

FAR52.244-6 Subcontracts for Commercial Items. (MAR 2015)

FAR 52.245-1 Government Property (APR 2012)

FAR 52.246-20 Warranty of Services (MAY 2001)

(a) *Definitions.*

“Acceptance,” as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date of acceptance by the Government. This notice shall state either --

- (1) That the Contractor shall correct or reperform any defective or nonconforming services; or
- (2) That the Government does not require correction or reperformance.

## SECTION I, CONTRACT CLAUSES

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperfomed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

(End of Clause)

FAR 52.246-25 Limitation of Liability – Services (FEB 1997)

FAR 52.249-2 Termination for Convenience of the Government (Fixed-Price) (APR 2012)

FAR 52-249-8 Default (Fixed-Price Supply and Service) (APR 1984)

FAR 52.252-6 Authorized Deviations in Clauses (APR 1984)

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.

(End of Clause)

52.253-1 Computer Generated Forms. (JAN 1991)

### **DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) SOLICITATION/CONTRACT CLAUSES**

DFARS 252.201-7000 Contracting Officer's Representative (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of Clause)

DFARS 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

DFARS 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008)

DFARS 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (SEP 2013)

DFARS 252.203-7003 Agency Office of the Inspector General (DEC 2012)

## SECTION I, CONTRACT CLAUSES

The agency office of the Inspector General referenced in paragraphs (c) and (d) of FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct, is the DoD Office of Inspector General at the following address:

Department of Defense Office of Inspector General  
Investigative Policy and Oversight  
Contractor Disclosure Program  
4800 Mark Center Drive, Suite 11H25  
Alexandria, VA 22350-1500  
Toll Free Telephone: 866-429-8011

(End of Clause)

DFARS 252.203-7004 Display of Fraud Hotline Posters (JAN 2015)

(a) *Definition.* “United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).*

(1) The Contractor shall display prominently the DoD fraud hotline poster, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from: Not Applicable.

(c) *Display of Combating Trafficking in Persons and Whistleblower Protection hotline posters.* The Contractor shall display prominently the DoD Combating Trafficking in Persons and Whistleblower Protection hotline posters, prepared by the DoD Office of the Inspector General, in common work areas within business segments performing work under DoD contracts.

(d)(1) These DoD hotline posters may be obtained from: Defense Hotline, The Pentagon, Washington, D.C. 20301-1900, or are also available via the internet at [http://www.dodig.mil/hotline/hotline\\_posters.htm](http://www.dodig.mil/hotline/hotline_posters.htm).

(2) If a significant portion of the employee workforce does not speak English, then the posters are to be displayed in the foreign languages that a significant portion of the employees speak. Contact the DoD Inspector General at the address provided in paragraph (d)(1) of this clause if there is a requirement for employees to be notified of this clause and assistance with translation is required.

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic

version of these required posters at the website.

## SECTION I, CONTRACT CLAUSES

(e) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that exceed \$5 million except when the subcontract is for the acquisition of a commercial item.

(End of clause)

DFARS 252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2015O0010) (FEB 2015)

DFARS 252.204-7000 Disclosure of Information (AUG 2013)

DFARS 252.204-7002 Payment for Subline Items Not Separately Priced (DEC 1991)

DFARS 252.204-7003 Control of Government Personnel Work Product (APR 1992)

DFARS 252.204-7006 Billing Instructions (OCT 2005)

DFARS 252.204-7012 Safeguarding of Unclassified Controlled Technical Information (Nov 2013)

DFARS 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991)

DFARS 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism (DEC 2014)

DFARS 252.215-7000 Pricing Adjustments (DEC 2012)

DFARS 252.216-7006 Ordering (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from date of contract award, through March 31, 2018.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) (1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of clause)

DFARS 252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (OCT 2014)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions.* "Summary Subcontract Report (SSR) Coordinator," as used in this clause, means the individual at the department or agency level who is registered in eSRS and is

## SECTION I, CONTRACT CLAUSES

responsible for acknowledging receipt or rejecting SSRs in eSRS for the department or agency.

(b) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal.

(c) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded to—

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in Section 831(g)(4) of Public Law 101-510.

(d) The master plan is approved by the Contractor's cognizant contract administration activity.

(e) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(f)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) An SSR for other than a commercial subcontracting plan, or construction and related maintenance repair contracts, shall be submitted in eSRS to the department or agency within DoD that administers the majority of the Contractor's individual subcontracting plans. An example would be Defense Finance and Accounting Service or Missile Defense Agency.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (f)(1)(i) of this clause.

(ii) Except as provided in (f)(2)(iii), the authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the Contractor's individual subcontracting plans.

## SECTION I, CONTRACT CLAUSES

(iii) The authority to acknowledge receipt or reject SSRs for construction and related maintenance and repair contracts resides with the SSR Coordinator for each department or agency.

(End of clause)

DFARS 252.223-7004 Drug-Free Work Force (SEP 1988)

DFARS 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)

DFARS 252.227-7013 Rights in Technical Data--Noncommercial Items (FEB 2014)

DFARS 252.227-7022 Government Rights (Unlimited) (MAR 1979)

DFARS 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government. (JUN 1995)

DFARS 252.231-7000 Supplemental Cost Principles (DEC 1991)

DFARS 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)

DFARS 252.232-7006 Wide Area Workflow Payment Instructions (MAY 2013)

DFARS 252.235-7004-Protection of Human Subjects (JUL 2009)

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

(1) “Assurance of compliance” means a written assurance that an institution will comply with requirements of 32 CFR Part 219, as well as the terms of the assurance, which the Human Research Protection Official determines to be appropriate for the research supported by the Department of Defense (DoD) component (32 CFR 219.103).

(2) “Human Research Protection Official (HRPO)” means the individual designated by the head of the applicable DoD component and identified in the component’s Human Research Protection Management Plan as the official who is responsible for the oversight and execution of the requirements of this clause, although some DoD components may use a different title for this position.

(3) “Human subject” means a living individual about whom an investigator (whether professional or student) conducting research obtains data through intervention or interaction with the individual, or identifiable private information (32 CFR 219.102(f)). For example, this could include the use of human organs, tissue, and body fluids from individually identifiable living human subjects as well as graphic, written, or recorded information derived from individually identifiable living human subjects.

(4) “Institution” means any public or private entity or agency (32 CFR 219.102(b)).

(5) “Institutional Review Board (IRB)” means a board established for the purposes expressed in 32 CFR Part 219 (32 CFR 219.102(g)).

(6) “IRB approval” means the determination of the IRB that the research has been reviewed and may be conducted at an institution within the constraints set forth by the IRB and by other institutional and Federal requirements (32 CFR 219.102(h)).

## SECTION I, CONTRACT CLAUSES

(7) "Research" means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to generalizable knowledge. Activities that meet this definition constitute research for purposes of 32 CFR Part 219, whether or not they are conducted or supported under a program that is considered research for other purposes. For example, some demonstration and service programs may include research activities (32 CFR 219.102(d)).

(b) The Contractor shall oversee the execution of the research to ensure compliance with this clause. The Contractor shall comply fully with 32 CFR Part 219 and DoD Directive 3216.02, applicable DoD component policies, 10 U.S.C. 980, and, when applicable, Food and Drug Administration policies and regulations.

(c) The Contractor shall not commence performance of research involving human subjects that is covered under 32 CFR Part 219 or that meets exemption criteria under 32 CFR 219.101(b), or expend funding on such effort, until and unless the conditions of either the following paragraph (c)(1) or (c)(2) have been met:

(1) The Contractor furnishes to the HRPO, with a copy to the Contracting Officer, an assurance of compliance and IRB approval and receives notification from the Contracting Officer that the HRPO has approved the assurance as appropriate for the research under the Statement of Work and also that the HRPO has reviewed the protocol and accepted the IRB approval for compliance with the DoD component policies. The Contractor may furnish evidence of an existing assurance of compliance for acceptance by the HRPO, if an appropriate assurance has been approved in connection with previous research. The Contractor shall notify the Contracting Officer immediately of any suspensions or terminations of the assurance.

(2) The Contractor furnishes to the HRPO, with a copy to the Contracting Officer, a determination that the human research proposed meets exemption criteria in 32 CFR 219.101(b) and receives written notification from the Contracting Officer that the exemption is determined acceptable. The determination shall include citation of the exemption category under 32 CFR 219.101(b) and a rationale statement. In the event of a disagreement regarding the Contractor's furnished exemption determination, the HRPO retains final judgment on what research activities or classes of research are covered or are exempt under the contract.

(d) DoD staff, consultants, and advisory groups may independently review and inspect the Contractor's research and research procedures involving human subjects and, based on such findings, DoD may prohibit research that presents unacceptable hazards or otherwise fails to comply with DoD procedures.

(e) Failure of the Contractor to comply with the requirements of this clause will result in the issuance of a stop-work order under Federal Acquisition Regulation clause 52.242-15 to immediately suspend, in whole or in part, work and further payment under this contract, or will result in other issuance of suspension of work and further payment for as long as determined necessary at the discretion of the Contracting Officer.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that may include research involving human subjects in accordance with 32 CFR Part 219, DoD Directive 3216.02, and 10 U.S.C. 980, including research that meets exemption

## SECTION I, CONTRACT CLAUSES

criteria under 32 CFR 219.101(b). This clause does not apply to subcontracts that involve only the use of cadaver materials.

(End of Clause)

DFARS 252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008)

DFARS 252.242-7005 Contractor Business Systems (FEB 2012)

DFARS 252.243-7001 Pricing of Contract Modifications (DEC 1991)

DFARS 252.243-7002 Requests for Equitable Adjustment (DEC 2012)

DFARS 252.244-7001 Contractor Purchasing System Administration (MAY 2014)

(END OF SECTION)

## SECTION J, EXHIBITS AND ATTACHMENTS

### **Exhibits**

#### **DD Forms 1423-1, Contract Data Requirements List (CDRL)**

M010, Task Progress Report (TPR)  
R010, Non-Disclosure Agreement  
R020, Task Order Work Breakdown Structure (TOWBS)  
R030, TOWBS Dictionary  
R040, Task Initiation Plan  
R050, Task Completion Closeout Plan  
R060, Management & Staffing Plan  
R070, Quality Control Plan  
R080, Commissioning (Cx) Plan  
R100, Meeting Minutes

### **Attachments**

J-1, DHA Form 49 Contractor Non-Disclosure Agreement  
J-2, Access HA/DHA Network/DoD IT Systems  
J-3, Sample Meeting Minutes  
J-4, Reference Documents  
J-5, Labor Categories and Rates  
J-6, Instructions, Conditions and Notices  
J-7, Proposal Adequacy Checklist

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>						<i>Form Approved</i> <i>OMB No. 0704-0188</i>					
<small>The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.</small>											
<b>A. CONTRACT LINE ITEM NO.</b> 0001, 1001, 2001			<b>B. EXHIBIT</b> Deliverable 9		<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____						
<b>D. SYSTEM/ITEM</b>			<b>E. CONTRACT/PR NO.</b> HT9402-15-D-0002		<b>F. CONTRACTOR</b> National Institute of Building Sciences (NIBS)						
<b>1. DATA ITEM NO.</b> N/A	<b>2. TITLE OF DATA ITEM</b> M010 Task Progress Report (TPR)				<b>3. SUBTITLE</b>						
<b>4. AUTHORITY (Data Acquisition Document No.)</b> N/A			<b>5. CONTRACT REFERENCE</b> Section C.2		<b>6. REQUIRING OFFICE</b> OCFO, PPMD						
<b>7. DD 250 REQ</b> NO	<b>9. DIST STATEMENT REQUIRED</b> X	<b>10. FREQUENCY</b> Block 16		<b>12. DATE OF FIRST SUBMISSION</b> Block 16		<b>14. DISTRIBUTION</b>					
<b>8. APP CODE</b> N/A		<b>11. AS OF DATE</b>		<b>13. DATE OF SUBSEQUENT SUBMISSION</b> Block 16		<b>a. ADDRESSEE</b>		<b>b. COPIES</b>			
<b>16. REMARKS</b> Block 10 - Monthly  Block 12 - NLT 45 days after the task order award (DATOA)  Block 13 - 15th of each month.  Description: The Contractor shall ensure that a TPR is submitted outlining the expenditures, billings, progress, status, and any problems/ issues encountered in the performance of this task. The Contractor shall require all subcontractors to provide input to the TPR where there are critical or significant tasks related to the prime contract. Critical or significant tasks shall be defined by mutual agreement between the Government and Contractor.  NOTE: Electronic copies shall generally be in Adobe PDF format with source files within the Acrobat file as an attachment.						Submit through the	MHS WC Website	Project Portal			
									Draft	Final	Reg
						<b>15. TOTAL</b> →	0	0	0		
<b>G. PREPARED BY</b> Russell W. Manning, COR			<b>H. DATE</b> 3/31/2015		<b>I. APPROVED BY</b> Margaret A. Zancanella, CO			<b>J. DATE</b> 3/31/2015			

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>





**CONTRACT DATA REQUIREMENTS LIST**

*(1 Data Item)*

<b>A. CONTRACT LINE ITEM NO.</b> 0001, 1001, 2001	<b>B. EXHIBIT</b> Deliverable 2	<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____
<b>D. SYSTEM/ITEM</b>	<b>E. CONTRACT/PR NO.</b> HT9402-15-D-0002	<b>F. CONTRACTOR</b> National Institute of Building Sciences (NIBS)

**16. REMARKS** *(Continued)*

7. For task orders with multiple and distinct TOWBS, the Contractor shall establish and maintain an Integrated Master Schedule (IMS) in accordance with DID DI-MGMT-81650 (<https://acc.dau.mil/GetAttachment.aspx?id=19545&pname=file&aid=1020&lang=en-US>), to be used to verify the attainability of task order objectives, to evaluate progress toward meeting program objectives, and to integrate the program schedule activities with all related components.

- a. The IMS shall depict task order milestones, accomplishments, and discrete tasks/activities from task order award to the completion of task order.
- b. The schedule shall be an integrated, logical network-based schedule that correlates to the TOWBS and the task order scope, and is traceable to the Contract Performance Report (CPR).

NOTE: Electronic copies shall generally be in Adobe PDF format with source files within the Acrobat file as an attachment.













**CONTRACT DATA REQUIREMENTS LIST**

*(1 Data Item)*

<b>A. CONTRACT LINE ITEM NO.</b> 0001, 1001, 2001	<b>B. EXHIBIT</b> Deliverable 8	<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____
<b>D. SYSTEM/ITEM</b>	<b>E. CONTRACT/PR NO.</b> HT9402-15-D-0002	<b>F. CONTRACTOR</b> National Institute of Building Sciences (NIBS)

**16. REMARKS** *(Continued)*

- 4. Validate that the delivery of buildings and construction projects meet the owner's needs, at the time of completion
- 5. Verify that operation and maintenance personnel and occupants are properly trained
- 6. Maintain facility performance across its life cycle

The Contractor shall prepare and submit a commissioning plan to the COR for review and acceptance. The Contractor shall submit to the Contracting Officer, or authorized representative, of a proposed commissioning plan necessary to prove the system/equipment meets the operating standards promulgated by the work plan. As a minimum, this commissioning plan shall contain:

- 1. Project nomenclature.
- 2. System/Equipment description, including manufacturers' data.
- 3. Specific requirements for commissioning test, including O&M manuals developed for project.
- 4. Commissioning team make-up.
- 5. Checklists for tests.
- 6. Location and duration of commissioning (manufacturer/site) procedures in accordance with ER 1110-345-723.
- 7. Results of tests, (including failures and corrective action taken).
- 8. UFGS Commissioning of HVAC (15995A) shall be used where appropriate.

NOTE: Electronic copies shall generally be in Adobe PDF format with source files within the Acrobat file as an attachment.



**ATTACHMENT J-1**

**DHA CONTRACTOR NON-DISCLOSURE AGREEMENT (“AGREEMENT”)**  
(July 22, 2014)

I, \_\_\_\_\_, am an employee of, or an employee of a subcontractor to, \_\_\_\_\_ (*Business Name*), a contractor to the Defense Health Agency (DHA) under Contract No. \_\_\_\_\_, through Delivery Order No. (*as applicable*) \_\_\_\_\_.

I understand that, in my performance under this contract, I may have access to, or otherwise receive, sensitive or proprietary business, technical, financial, and/or source selection information belonging to the Government or other contractors. This information includes, but is not limited to, cost/pricing data, Government spend plan data, contractor technical proposal data, contractor trade secrets, independent government cost estimates, proposal and evaluation and source selection information, negotiation strategies and contractor data presented in negotiations, contracting plans, and statements of work. I agree not to discuss, divulge, or disclose any such information or data to any person or entity, except those persons directly involved, on behalf of the DHA, in the acquisition or contract action to which the protected information pertains, as identified to me by the DHA contracting officer. I acknowledge that the unauthorized disclosure, use or negligent handling of the information by me could cause irreparable injury to the owner of the information.

As used in this Agreement, sensitive information is an overarching term that also includes, but is not limited to, sensitive but unclassified information/data, Protected Health Information, For Official Use Only information/data, and Privacy Information. This includes information in routine Department of Defense payroll, finance, logistics, inventory, and personnel management systems. The loss of, misuse of, or unauthorized access to or modification of this information could adversely affect the national interest or the conduct of Federal programs or the privacy to which individuals are entitled under Section 552a of Title 5, as amended, but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

I attest that I am aware of, and will comply with the standards for access, dissemination, handling, and safeguarding of the information to which I am granted access as cited in this Agreement and in accordance with the guidance provided to me relative to the specific category of information.

I understand that the United States Government may seek any remedy available to it to enforce this Agreement, including, but not limited to, application for a court order prohibiting disclosure of information in breach of this Agreement. Court costs and reasonable attorney fees incurred by the United States Government may be assessed against me if I lose such action. I understand that another business entity might file a separate claim against me if I have misused its proprietary information.

Sensitive, proprietary, confidential commercial or source selection information/data will be handled in accordance with Government regulations, policies, and procedures. I understand that I will be required to sign a new NDA for the contract in which I am performing, on an annual basis, prior to the Government granting me access to such information. I further understand that my obligations under this Agreement continue indefinitely, and are not limited by the signing of a new agreement or by the term of my employment as a Government contractor employee. I fully understand that information does not lose its



**ATTACHMENT J-2**  
**ACCESS HA/DHA NETWORK/DOD IT SYSTEMS**

**ATTACHMENT 2**  
**ACCESS HA/DHA NETWORK/DOD IT SYSTEMS**

Access to HA/DHA Network/DoD IT systems are anticipated. The Contractor shall be required to provide personnel with the appropriate credentials, citizenship, and background check or clearance level as described in individual task orders associated with this contract.

- Additional requirements will be defined in PWS/SOW's for individual task orders.
- Unless otherwise noted by task order the Contractor should anticipate a minimum requirement of one CAC holder per task order associated with this IDIQ contract.
- The primary web conferencing tool shall be Defense Connect Online (DCO). The Contractor is responsible for ensuring personnel associated with the execution of tasks under this contract have the prerequisite DoD Certificates, software and associated plug-in, established accounts and associated training to facilitate and lead web conferencing on DCO within 30 days of the notice to proceed (NTP) of any contract associated with this IDIQ contract. ([www.dco.dod.mil](http://www.dco.dod.mil))
  - DoD Certificate Download can be found at: <https://www.dodpke.com/installroot/>
  - DCO "Test Meeting Connectivity" can be found at:  
[https://connect.dco.dod.mil/common/help/en/support/meeting\\_test.htm](https://connect.dco.dod.mil/common/help/en/support/meeting_test.htm)
- The contractor will use either commercially available teleconferencing service for voice communications or USAMITC Video Network Center (Type: Audio) for group teleconferencing. (<https://vtc.medcom.amedd.army.mil/reservation.asp>)
- The following requirements shall apply to all task orders associated with this contract requiring access to any DoD IT systems.

**ATTACHMENT J-2**  
**ACCESS HA/DHA NETWORK/DOD IT SYSTEMS**

**Defense Health Agency**  
**Office of Administration, Personnel Security Division**  
**Instructions for Contractor Access to DoD IT Systems**

**I. BACKGROUND**

The Department of Defense (DoD) requires contractor personnel designated for assignment to an ADP/IT position to undergo a successful security screening before being granted access to DoD information technology (IT) systems that contain sensitive data. Contractor personnel in positions requiring access to the following must be designated as ADP/IT-I or ADP/IT-II:

- Access to a secure DoD Facility
- Access to a DoD Information System (IS) or a DoD Common Access Card (CAC)-enabled network
- Access to DEERS or the B2B Gateway.

Effective October 1, 2009, DoD transitioned to the Electronic Questionnaires for Investigations Processing (e-QIP) for the processing of investigative Standard Forms (SFs) to include SF-85 (Questionnaire for Non-Sensitive Positions), SF-85P (Questionnaire for Public Trust Positions), and SF-86 (Questionnaire for National Security Positions). e-QIP is a web-based automated system managed by the Office of Personnel Management (OPM), which facilitates the processing of SFs for background investigations. Most companies having DHA contracts have positions of Public Trust and require the submission of the SF-85P. These companies will be phased-in to e-QIP by the DHA, Office of Administration, Personnel Security Division (DHA PSD). The DHA PSD shall provide each Facility Security Officer (FSO) the training necessary to access and use e-QIP.

As previously noted, contractor personnel are required to have a favorably completed background investigation in accordance with their position designations. However, the DHA PSD may approve an interim DoD CAC to contractor personnel for access to DoD IT systems. Approval for an interim DoD CAC is based on a favorable advance National Agency Check (NAC), Federal Bureau of Investigation (FBI) fingerprint check, and an initiated background investigation through e-QIP with OPM.

In order to safeguard against inappropriate use and disclosure of sensitive information, the following references and guidance are used by DHA as source documents:

- Privacy Act of 1974
- Health Insurance Portability and Accountability Act (HIPAA) of 1996
- DoD 6025.18-R, "DoD Health Information Privacy Regulation, January 2003
- DoD 5200.2-R, "DoD Personnel Security Program, January 1987
- DoD 5400.11-R, "Department of Defense Privacy Program, May 14, 2007)
- DoDI 8500.1, "Information Assurance (IA)", October 24, 2002
- Homeland Security Presidential Directive 12 (HSPD-12), Policy for a Common Identification Standard for Federal Employees and Contractors, August 27, 2004
- Federal Information Processing Standards Publication 201 (FIPS 201-1), Personal Identify Verification (PIV) of Federal Employees and Contractors, March 2006
- Directive Type Memorandum (DTM) 08-006, DoD Implementation of Homeland Security Presidential Directive -12 (HSPD-12), November 26, 2008

**ATTACHMENT J-2**  
**ACCESS HA/DHA NETWORK/DOD IT SYSTEMS**

- Request for Waiver to Grant Interim Access to DoD Information Systems for TRICARE Contractor Employees, May 14, 2009

The requirements above must be met by contractors and subcontractors who have access to DoD IS containing information protected by the Privacy Act of 1974 and Protected Health Information (PHI) under HIPAA.

**II. PURPOSE**

The purpose of this instruction is to define the Contractor's responsibilities when contractor personnel require access to DoD IT systems.

**III. SCOPE OF WORK**

**A. Contract/Order.** Upon notification that a contract/order has been awarded, the Contractor awarded the contract/order shall:

- (1) Contact the DHA PSD and provide its company name, mailing address, e-mail address, telephone number, fax number, and the name of its designated official or Facility Security Officer (FSO).
- (2) Provide its contract number, delivery order number, and contract beginning and ending dates.

**B. ADP/IT Position Sensitivity Designations.** The Prime Contractor shall ensure all contractor personnel, including any subcontractor personnel, are designated as ADP/IT-I or ADP/IT-II when their duties meet the criteria of the position sensitivity designations. The Contractor FSO shall use the guidance below to determine a contractor employee's specific ADP/IT level.

- (1) **ADP/IT-I** – Those positions which have major responsibility for the planning, direction, design, testing, maintenance, operation, monitoring, and/or management of systems hardware and software; or responsibility for the preparation or approval of data for input into a system with relatively high risk for effecting severe damage to persons, properties or systems, or realizing significant personal gain.

A Single Scope Background Investigation (SSBI) is the type of investigation used for ADP/IT-I Trustworthiness Determinations. The scope of the SSBI is 10 years and includes:

- Personal Subject Interview (conducted by an OPM Investigator)
- Standard National Agency Check (NAC)\*
- Employment, education, residence, and reference checks
- Law enforcement and court record checks
- Check of citizenship and family's legal status (if foreign born)
- Check of spouse or cohabitants, and former spouse (if applicable)
- Credit check

- (2) **ADP/IT-II** – Those positions which have the responsibility for systems' design, operation, testing, maintenance, and/or monitoring, but are carried out under the technical review of an ADP/IT-I. Responsibilities include but are not limited to access to and / or processing of proprietary data requiring protection under the Privacy Act of 1974 or Government-developed privileged information involving the award of contracts.

## ATTACHMENT J-2 ACCESS HA/DHA NETWORK/DOD IT SYSTEMS

A National Agency Check with Local Law and Credit (NACLC) is the type of investigation used for ADP/IT-II Trustworthiness Determinations. The scope of the NACLC is 7 years and includes the following:

- Standard NAC\*
- Employment, education, residence, and reference checks
- Law enforcement check
- Credit check

*\*Standard NAC includes: SII, DCII, FBI name check, and FBI National Crime*

*History fingerprint check*

Within 5-business days of notification of a contract award, the Contractor FSO shall notify and provide the Contracting Officer Representative (COR) with a list of contractor employees who require access to DoD IT systems. For each contractor employee, the list shall include the individual's name, social security number, date of birth, and the ADP/IT level.

**C. Employee Prescreening.** The Contractor shall conduct thorough reviews of information submitted on an individual's application for employment in a position that requires an ADP/IT background investigation or involves access via a contractor system to data protected by either the Privacy Act of 1974, as amended, or the HHS HIPAA Privacy and Security Final Rule. This prescreening shall include reviews that:

- Verify United States citizenship
- Verify education (degrees and certifications) required for the position in question
- Screen for negative criminal history at all levels (federal, state, and local)
- Screen for egregious financial history; for example, where adverse actions by creditors over time indicate a pattern of financial irresponsibility or where the applicant has taken on excessive debt or is involved in multiple disputes with creditors

The prescreening may be conducted as part of the pre-employment screening, but must be completed before the assignment of any personnel to a position requiring the aforementioned ADP/IT accesses. The pre-screening can be performed by the contractor's personnel security specialist, human resource manager, hiring manager or similar individual.

**D. Background Investigation Requirements.** Effective October 1, 2009, all requests for background investigations shall be submitted to OPM electronically in e-QIP. An interim DoD CAC can be given by the DHA PSD for access to DoD IT systems upon confirmation of a based on a favorable advance NAC, FBI fingerprint check, and an initiated background investigation in e-QIP.

### **IV. ELECTRONIC QUESTIONNAIRES FOR INVESTIGATIONS PROCESSING**

#### **(e-QIP)**

##### **A. e-QIP Training and Access.**

- (1) The Contractor FSO shall obtain the necessary training to access and use e-QIP.
- (2) The Contractor FSO shall provide the following information to DHA PSD for e-QIP user accounts to be created:

**ATTACHMENT J-2**  
**ACCESS HA/DHA NETWORK/DOD IT SYSTEMS**

- Social security number
- Full name
- Date of birth
- Place of birth

**B. e-QIP Role and Responsibilities.**

(1) The Contractor employee (also known as the applicant in the e-QIP process) shall:

- Be a US citizen
- Complete and submit the Optional Form (OF) 306, Declaration for Federal Employment to the Contractor FSO
- Complete the security questionnaire in e-QIP within 10 calendar days from the date of invitation by the Contractor FSO
- Sign the e-QIP signature forms provided by the Contractor FSO
- Provide fingerprints electronically or by using the FD 258, Fingerprint Card
- Complete and submit the DHA CAC request form to the Contractor FSO

(2) The Contractor FSO shall:

- Be a US citizen
- Be a contractor with a minimum investigation equivalent to a NACLIC
- Provide the applicant with the appropriate processing forms to include the OF 306 and DHA CAC request form
- Initiate the applicant's security questionnaire in e-QIP
- Select the appropriate Agency Use Block (AUB) template in e-QIP
- Notify the COR by using e-mail that an e-QIP request has been initiated
- Inform the applicant to complete the security questionnaire in e-QIP within 10 calendar days
- Serve as the main Point of Contact (POC) for the applicant
- Monitor the e-QIP request, which includes ensuring the applicant completes the e-QIP request in designated time period
- Cancel or delete an e-QIP request on an applicant
- Request e-QIP golden question reset for applicants
- Print e-QIP signature form and obtain signature from the applicant
- Attach the OF 306 and signature forms in e-QIP before forwarding to DHA PSD for review
- Mail the applicant's original documents to include the signed e-QIP signature forms, the FD 258, and OF 306 to the DHA PSD
- Fax the DHA CAC request form and Add User form (when applicable) to the DHA PSD

**C. Background Investigation Request for ADP/IT-I.**

(1) A background investigation request for an ADP/IT-I position must be approved by the Chief, DHA PSD.

**ATTACHMENT J-2**  
**ACCESS HA/DHA NETWORK/DOD IT SYSTEMS**

(2) The Contracting Company shall submit a letter on company letterhead to the Chief, DHA PSD, which includes a complete job description of the position and the justification for the ADP/IT-I designation.

**D. Re-investigation Requirements.**

- (1) Contractor personnel in ADP/IT-I and ADP/IT-II positions have re-investigation requirements. ADP/IT-I positions are re-investigated every 5 years. ADP/IT-II positions are re-investigated every 10 years. The re-investigation must be initiated within 60 days of the closed date of the prior investigation.
- (2) The Contractor FSO shall track the re-investigation requirement for contractor employees. When a re-investigation is needed, the Contractor FSO shall:
  - Initiate the contractor employee's security questionnaire in e-QIP
  - Print contractor employee's e-QIP signature forms then obtain signatures
  - Mail the e-QIP signature forms to the DHA PSD

**E. Reciprocal Acceptance of Prior Investigation.**

(1) If a new Contractor personnel has a previous investigation, which meets the appropriate level of investigation required; and the break-in-service is 2 years or less, the investigation is reciprocally accepted, and no additional investigation is required.

(2) The Contracting Company shall request a verification of previous investigation from the DHA PSD, which includes the individual's name, social security number, and the closed date of the investigation. The notification may be sent to the DHA PSD by secure fax or by mail.

(3) The DHA PSD shall inform the Contractor FSO to confirm the acceptance of the previous investigation.

(4) The Contractor FSO shall notify the Contractor personnel of the acceptance of the previous investigation.

**F. Notification of Employee Termination and Removal from DoD IT Systems Access.**

(1) The Contractor FSO shall notify the DHA PSD immediately when a Contractor employee is terminated from a contract. The notification shall include the individual's name, the termination date, and if the individual's background investigation was initiated in e-QIP. Notification may be sent by mail, e-mail, or secure fax.

(2) The Contractor FSO shall:

- Forward a request to remove/delete the Contractor employee's access to DoD IT systems
- Confiscate the DoD CAC from the Contractor employee
- Return the DoD CAC to the DHA PSD.

**G. Requests for Additional Information.**

(1) OPM may request additional information while the Contractor employee's investigation is in progress. The additional information must be provided to the DHA PSD by

**ATTACHMENT J-2**  
**ACCESS HA/DHA NETWORK/DOD IT SYSTEMS**

the specified date or the background investigation may be closed. If the background investigation is closed, interim access to all DoD IT systems will be terminated.

(2) The Defense Industrial Security Clearance Office (DISCO) or the Defense Office of Hearing and Appeals (DOHA) may request additional information during the adjudication process. The additional information must be provided within the specified timeframe or the adjudication process will be stopped. If the adjudication process is stopped, interim access to all DoD IT systems will be terminated.

**H. Non-US Citizens.**

Non-US citizens are not being adjudicated for DHA trustworthiness determinations at this time. Non-US Citizens are not allowed access to DoD IT systems unless approved by an authority designated in Appendix 6, DoD 5200.2-R. Only US citizens shall be granted access and assigned to sensitive duties. Exceptions to these requirements shall be permitted only for compelling national security reasons (DoD 5200.2-R. C2.1.1, AP6.6.1).

**I. Notification and Mailing.** The Contractor shall use the following information to contact the DHA PSD. The Contractor shall ensure the safeguarding of any Personally Identifiable Information (PII) when transmitting any forms/documents to DHA PSD.

Mailing Address:  
Defense Health Agency  
Office of Administration  
Personnel Security Division  
5111 Leesburg Pike  
Skyline 5, Suite 810  
Falls Church, VA 22041-3206  
Secure Fax: (703) 681-3934  
E-mail address: dha.psd@dha.mil

# ATTACHMENT J-3

## SAMPLE MEETING NOTES

### Meeting Notes

1300 20 Feb 03  
**AFIP Renewal Transition Synchronization Meeting**

**LOCATION:** AFIP Bldg 54 DCR

**ATTENDEES:**

Name	Org.	Telephone/Fax	Email
Fein, Henry COL (Dr.)	AFIP Planning	202.782.2104 202.356.0763	FEINH@afip.osd.mil
Manning, Russ	USHFPA	703.681.8228 703.681.8226	russell.manning@otsg.amedd.army.mil

**TOPIC:**

Current Phasing Plan for entire building, Synchronization of the government, contractor, and impacts.

**DETAILS:**

The following is record of the conversation and the agreements made during the meeting.

- CONTRACTOR X reviewed for the group the areas covered by each phase of the projects for the 4<sup>th</sup> and 5<sup>th</sup> floors. These floors are covered by TO's 46, 57, 92, 96 (5<sup>th</sup> floor); 66 (4<sup>th</sup> Floor); and supported by TO's 43, 97 (Mechanical Work Basement Level)
- The next part of the discussion was a review of how it is important that we coordinate between the government (AFIP & USAHFPA) and the contractors.

**Due Outs:**

The following items were discussed at the meeting and it was determined that more information would have to be collected and the answer provided following the meeting. Items from the previous meeting that were open and have been closed out are listed as closed in the "Action By" column.

Item (yyymmdd.time-xx)	Details	Action By
030220.1330-01	Optimum month for the cage wash to come down and cage wash services through alternate method and alternate location in building or other? <b>Answer: March 2003</b>	DLAM (MAJ Sheets) <b>CLOSED</b>
030220.1330-02	How long will the cage wash area take to complete that portion of the renovation?	Contractor X
030220.1330-03	What is the earliest time frame that we can have the GFCI cage wash and autoclave delivered to the site?	USAHFPA (Russ)

**Reference Documents**

The following documents may be helpful to the Contractor in performing the work described in this document:

BIM in the MHS. Resources can be found at <https://facilities.health.mil/home/bim>

Construction Criteria Database. Resources can be found at <http://www.wbdg.org/ccb/ccb.php>

World Class Healthcare. Resources can be found at  
<http://www.facilities.health.mil/checklist><http://mhsworldclassfacilities.org>

Sustainability Considerations for the MHS. <http://www.facilities.health.mil/home>

Healthcare Spaces in the MHS – Templates. Resources can be found at  
<https://facilities.health.mil/home/Criteria>

MILSTD 1691 Medical Equipment Database <https://facilities.health.mil/home/Criteria>

**ATTACHMENT J-5  
LABOR CATEGORIES AND RATES**

<b>Labor Category</b>	<b>Hourly Rate</b>	<b>Fringe</b>	<b>Labor Hour Rate</b>	<b>Burdened Rate</b>
<b>Base Period</b>				
Program Manager III	\$76.08	\$40.69	\$116.77	\$199.15
Subject Matter Expert II	\$162.50	\$0.00	\$162.50	\$162.50
Subject Matter Expert III	\$200.00	\$0.00	\$200.00	\$200.00
Subject Matter Expert IV	\$225.00	\$0.00	\$225.00	\$225.00
Subject Matter Expert V	\$250.00	\$0.00	\$250.00	\$250.00
<b>Option Period 1</b>				
Program Manager III	\$78.36	\$41.91	\$120.27	\$206.02
Subject Matter Expert II	\$162.50	\$0.00	\$162.50	\$162.50
Subject Matter Expert III	\$200.00	\$0.00	\$200.00	\$200.00
Subject Matter Expert IV	\$225.00	\$0.00	\$225.00	\$225.00
Subject Matter Expert V	\$250.00	\$0.00	\$250.00	\$250.00
<b>Option Period 2</b>				
Program Manager III	\$80.71	\$43.17	\$123.88	\$211.27
Subject Matter Expert II	\$162.50	\$0.00	\$162.50	\$162.50
Subject Matter Expert III	\$200.00	\$0.00	\$200.00	\$200.00
Subject Matter Expert IV	\$225.00	\$0.00	\$225.00	\$225.00
Subject Matter Expert V	\$250.00	\$0.00	\$250.00	\$250.00

## ATTACHMENT J-6, INSTRUCTIONS, CONDITIONS AND NOTICES

As required when Certified Cost or Pricing Data are required during the administration of this contract, the contractor shall prepare cost/price proposal in accordance with the instructions identified in FAR 15.408, Table 15-2 provided herein:

### Table 15-2 -- Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required

This document provides instructions for preparing a contract pricing proposal when certified cost or pricing data are required.

**Note 1:** There is a clear distinction between submitting certified cost or pricing data and merely making available books, records, and other documents without identification. The requirement for submission of cost or pricing data is met when all accurate certified cost or pricing data reasonably available to the contractor have been submitted, either actually or by specific identification, to the Contracting Officer or an authorized representative. As later data come into your possession, it should be submitted promptly to the Contracting Officer in a manner that clearly shows how the information relates to the contractor's price proposal. The requirement for submission of certified cost or pricing data continues up to the time of agreement on price, or an earlier date agreed upon between the parties if applicable.

**Note 2:** By submitting your proposal, you grant the Contracting Officer or an authorized representative the right to examine records that formed the basis for the pricing proposal. That examination can take place at any time before award. It may include those books, records, documents, and other types of factual data (regardless of form or whether the data are specifically referenced or included in the proposal as the basis for pricing) that will permit an adequate evaluation of the proposed price.

### **I. -- General Instructions**

A. You must provide the following information on the first page of your pricing proposal:

- (1) Solicitation, contract, and/or modification number;
- (2) Name and address of contractor;
- (3) Name and telephone number of point of contact;
- (4) Name of contract administration office (if available);
- (5) Type of contract action (that is, new contract, change order, price revision/redetermination, letter contract, unpriced order, or other);
- (6) Proposed cost; profit or fee; and total;
- (7) Whether you will require the use of Government property in the performance of the contract, and, if so, what property;

## ATTACHMENT J-6, INSTRUCTIONS, CONDITIONS AND NOTICES

(8) Whether your organization is subject to cost accounting standards; whether your organization has submitted a CASB Disclosure Statement, and if it has been determined adequate; whether you have been notified that you are or may be in noncompliance with your Disclosure Statement or CAS (other than a noncompliance that the cognizant Federal agency official has determined to have an immaterial cost impact), and, if yes, an explanation; whether any aspect of this proposal is inconsistent with your disclosed practices or applicable CAS, and, if so, an explanation; and whether the proposal is consistent with your established estimating and accounting principles and procedures and FAR [Part 31](#), Cost Principles, and, if not, an explanation;

(9) The following statement:

This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR [15.403-5\(b\)\(1\)](#) and Table 15-2. By submitting this proposal, we grant the Contracting Officer and authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit an adequate evaluation of the proposed price.

(10) Date of submission; and

(11) Name, title, and signature of authorized representative.

B. In submitting your proposal, you must include an index, appropriately referenced, of all the certified cost or pricing data and information accompanying or identified in the proposal. In addition, you must annotate any future additions and/or revisions, up to the date of agreement on price, or an earlier date agreed upon by the parties, on a supplemental index.

C. As part of the specific information required, you must submit, with your proposal—

(1) Certified cost or pricing data (as defined at FAR [2.101](#)). You must clearly identify on your cover sheet that certified cost or pricing data are included as part of the proposal.

(2) Information reasonably required to explain your estimating process, including –

(i) The judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data; and

(ii) The nature and amount of any contingencies included in the proposed price.

D. You must show the relationship between contract line item prices and the total contract price. You must attach cost-element breakdowns for each proposed line item, using the appropriate format prescribed in the “Formats for Submission of Line Item Summaries” section of this table.

## ATTACHMENT J-6, INSTRUCTIONS, CONDITIONS AND NOTICES

You must furnish supporting breakdowns for each cost element, consistent with your cost accounting system.

E. When more than one contract line item is proposed, you must also provide summary total amounts covering all line items for each element of cost.

F. Whenever you have incurred costs for work performed before submission of a proposal, you must identify those costs in your cost/price proposal.

G. If you have reached an agreement with Government representatives on use of forward pricing rates/factors, identify the agreement, include a copy, and describe its nature.

H. As soon as practicable after final agreement on price or an earlier date agreed to by the parties, but before the award resulting from the proposal, you must, under the conditions stated in FAR [15.406-2](#), submit a Certificate of Current Cost or Pricing Data.

### **II. -- Cost Elements**

Depending on your system, you must provide breakdowns for the following basic cost elements, as applicable:

A. *Materials and services.* Provide a consolidated priced summary of individual material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.). Include raw materials, parts, components, assemblies, and services to be produced or performed by others. For all items proposed, identify the item and show the source, quantity, and price. Conduct price analyses of all subcontractor proposals. Conduct cost analyses for all subcontracts when certified cost or pricing data are submitted by the subcontractor. Include these analyses as part of your own certified cost or pricing data submissions for subcontracts expected to exceed the appropriate threshold in FAR [15.403-4](#). Submit the subcontractor certified cost or pricing data and data other than certified cost or pricing data as part of your own certified cost or pricing data as required in paragraph IIA(2) of this table. These requirements also apply to all subcontractors if required to submit certified cost or pricing data.

(1) *Adequate Price Competition.* Provide data showing the degree of competition and the basis for establishing the source and reasonableness of price for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding, or expected to exceed, the appropriate threshold set forth at FAR [15.403-4](#) priced on the basis of adequate price competition. For interorganizational transfers priced at other than the cost of comparable competitive commercial work of the division, subsidiary, or affiliate of the contractor, explain the pricing method (see FAR [31.205-26\(e\)](#)).

(2) *All Other.* Obtain certified cost or pricing data from prospective sources for those acquisitions (such as subcontracts, purchase orders, material order, etc.) exceeding the threshold set forth in FAR [15.403-4](#) and not otherwise exempt, in accordance with FAR [15.403-1\(b\)](#) (*i.e.*, adequate price competition, commercial items, prices set by law or

## ATTACHMENT J-6, INSTRUCTIONS, CONDITIONS AND NOTICES

regulation or waiver). Also provide data showing the basis for establishing source and reasonableness of price. In addition, provide a summary of your cost analysis and a copy of certified cost or pricing data submitted by the prospective source in support of each subcontract, or purchase order that is the lower of either \$12.5 million or more, or both more than the pertinent cost or pricing data threshold and more than 10 percent of the prime contractor's proposed price. Also submit any information reasonably required to explain your estimating process (including the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the price). The Contracting Officer may require you to submit cost or pricing data in support of proposals in lower amounts. Subcontractor certified cost or pricing data must be accurate, complete and current as of the date of final price agreement, or an earlier date agreed upon by the parties, given on the prime contractor's Certificate of Current Cost or Pricing Data. The prime contractor is responsible for updating a prospective subcontractor's data. For standard commercial items fabricated by the offeror that are generally stocked in inventory, provide a separate cost breakdown, if priced based on cost. For interorganizational transfers priced at cost, provide a separate breakdown of cost elements. Analyze the certified cost or pricing data and submit the results of your analysis of the prospective source's proposal. When submission of a prospective source's certified cost or pricing data is required as described in this paragraph, it must be included as part of your own cost or pricing data. You must also submit any data other than certified cost or pricing data obtained from a subcontractor, either actually or by specific identification, along with the results of any analysis performed on that data.

B. *Direct Labor*. Provide a time-phased (*e.g.*, monthly, quarterly, etc.) breakdown of labor hours, rates, and cost by appropriate category, and furnish bases for estimates.

C. *Indirect Costs*. Indicate how you have computed and applied your indirect costs, including cost breakdowns. Show trends and budgetary data to provide a basis for evaluating the reasonableness of proposed rates. Indicate the rates used and provide an appropriate explanation.

D. *Other Costs*. List all other costs not otherwise included in the categories described above (*e.g.*, special tooling, travel, computer and consultant services, preservation, packaging and packing, spoilage and rework, and Federal excise tax on finished articles) and provide bases for pricing.

E. *Royalties*. If royalties exceed \$1,500, you must provide the following information on a separate page for each separate royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers.
- (4) Patent application serial numbers, or other basis on which the royalty is payable.

**ATTACHMENT J-6, INSTRUCTIONS, CONDITIONS AND NOTICES**

- (5) Brief description (including any part or model numbers of each contract item or component on which the royalty is payable).
- (6) Percentage or dollar rate of royalty per unit.
- (7) Unit price of contract item.
- (8) Number of units.
- (9) Total dollar amount of royalties.
- (10) If specifically requested by the Contracting Officer, a copy of the current license agreement and identification of applicable claims of specific patents (see FAR [27.202](#) and [31.205-37](#)).

F. *Facilities Capital Cost of Money*. When you elect to claim facilities capital cost of money as an allowable cost, you must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR [31.205-10](#)).

**III. -- Formats for Submission of Line Item Summaries**

**A. Proposed Contract – Provide this information in Microsoft EXCEL 2010 to include formulas.**

Cost Elements  (1)	Proposed Contract Estimated – Total Cost  (2)	Proposed Contract Estimate – Unit Cost  (3)	Reference  (4)

**Column and Instruction**

- (1) Enter appropriate cost elements.
- (2) Enter those necessary and reasonable costs that, in your judgment, will properly be incurred in efficient contract performance. When any of the costs in this column have already been incurred (*e.g.*, under a letter contract), describe them on an attached supporting page. When preproduction or startup costs are significant, or when specifically requested to do so by the Contracting Officer, provide a full identification and explanation of them.
- (3) Required by the Contracting Officer.

## **ATTACHMENT J-6, INSTRUCTIONS, CONDITIONS AND NOTICES**

(4) Identify the attachment in which the information supporting the specific cost element may be found. (Attach separate pages as necessary.)

# ATTACHMENT J-7, PROPOSAL ADEQUACY CHECKLIST

## DFARS PROPOSAL ADEQUACY CHECKLIST

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages)</u>
<u>GENERAL INSTRUCTIONS</u>				
1.	FAR 15.408, Table 15-2, Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?		
2.	FAR 15.408, Table 15-2, Section I Paragraph A(7)	Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract number and contracting officer contact information if known.		
3.	FAR 15.408, Table 15-2, Section I Paragraph A(8)	Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?		
4.	FAR 15.408, Table 15-2, Section I,  Paragraph C(1)  FAR 2.101, “Cost or	Does the proposal disclose any other known activity that could materially impact the costs?  This may include, but is not limited to, such factors as—		

**ATTACHMENT J-7, PROPOSAL ADEQUACY CHECKLIST**

	pricing data”	<p>(1) Vendor quotations;</p> <p>(2) Nonrecurring costs;</p> <p>(3) Information on changes in production methods and in production or purchasing volume;</p> <p>(4) Data supporting projections of business prospects and objectives and related operations costs;</p> <p>(5) Unit-cost trends such as those associated with labor efficiency;</p> <p>(6) Make-or-buy decisions;</p> <p>(7) Estimated resources to attain business goals; and</p> <p>(8) Information on management decisions that could have a significant bearing on costs.</p>		
5.	FAR 15.408, Table 15-2, Section I Paragraph B	Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?		
6.	FAR 15.403-1(b)	Are there any exceptions to submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)		
7.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(i)	Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those		

**ATTACHMENT J-7, PROPOSAL ADEQUACY CHECKLIST**

		used in projecting from known data?		
8.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(ii)	Does the proposal disclose the nature and amount of any contingencies included in the proposed price?		
9.	FAR 15.408 Table 15-2, Section II, Paragraph A or B	Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis?		
10.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.)		
11.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data?		
12.	FAR 15.408, Table 15-2, Section I Paragraph F	Does the proposal identify any incurred costs for work performed before the submission of the proposal?		
13.	FAR 15.408, Table 15-2, Section I Paragraph G	Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the official submittal of such rate and factor data. If not, does		

**ATTACHMENT J-7, PROPOSAL ADEQUACY CHECKLIST**

		the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors?		
<b><u>COST ELEMENTS</u></b>				
<b>MATERIALS AND SERVICES</b>				
14.	FAR 15.408, Table 15-2, Section II Paragraph A	Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offeror's consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.		
<b>SUBCONTRACTS (Purchased materials or services)</b>				
15.	DFARS 215.404-3	Has the offeror identified in the proposal those subcontractor proposals, for which the contracting officer has initiated or may need to request field pricing analysis?		
16.	FAR 15.404-3(c)  FAR 52.244-2	Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractor's certified cost or pricing data?		
17.	FAR 15.408, Table 15-2, Note 1; Section II	Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal?		

**ATTACHMENT J-7, PROPOSAL ADEQUACY CHECKLIST**

	Paragraph A	If the offeror’s price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis?		
<b><u>EXCEPTIONS TO CERTIFIED COST OR PRICING DATA</u></b>				
18.	FAR 52.215-20  FAR 2.101,  “commercial item”	<p>Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-20?</p> <p>a. Has the offeror specifically identified the type of commercial item claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition?</p> <p>b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either—</p> <p>i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or</p> <p>ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace</p>		

**ATTACHMENT J-7, PROPOSAL ADEQUACY CHECKLIST**

		made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)?		
		c. For proposed commercial items “of a type”, or “evolved” or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?		
19.		[Reserved]		
20.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis exceeding the threshold for certified cost or pricing data?		
<b>INTERORGANIZATIONAL TRANSFERS</b>				
21.	FAR 15.408, Table 15-2, Section II Paragraph A.(2)	For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2?		
22.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1?		

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<b>DIRECT LABOR</b>				
23.	FAR 15.408, Table 15-2, Section II Paragraph B	Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.		
24.	FAR 15.408, Table 15-2, Section II Paragraph B	For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions; (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?		
25.	FAR subpart 22.10	If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?		
<b><u>INDIRECT COSTS</u></b>				
26.	FAR 15.408, Table 15-2, Section II Paragraph C	Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect rates could consist of cost breakdowns, trends, and budgetary data.)		
<b><u>OTHER COSTS</u></b>				
27.	FAR 15.408, Table 15-2, Section II Paragraph D	Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips,		

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		number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)?		
28.	FAR 15.408, Table 15-2, Section II Paragraph E	If royalties exceed \$1,500 does the proposal provide the information/data identified by Table 15-2?		
29.	FAR 15.408, Table 15-2, Section II Paragraph F	When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?		
<b><u>FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES</u></b>				
30.	FAR 15.408, Table 15-2, Section III	Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal)		
31.	FAR 15.408, Table 15-2, Section III Paragraph B	If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III.B?		
32.	FAR 15.408, Table 15-2, Section III Paragraph C	For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C?		
<b><u>OTHER</u></b>				
33.	FAR 16.4	If an incentive contract type, does the proposal include offeror proposed target cost, target profit or fee, share		

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		ratio, and, when applicable, minimum/maximum fee, ceiling price?		
34.	FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D	If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment?		
35.	FAR 52.232-28	If the offeror is proposing Performance-Based Payments-did the offeror comply with FAR 52.232-28?		
36.	FAR 15.408(n) FAR 52.215-22 FAR 52.215-23	Excessive Pass-through Charges– Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offeror’s indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?		