

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 SMALL BUSINESS SUBCONTRACTING PLAN

The Contractor's Small Business Subcontracting Plan submitted will include, at a minimum, the goals set forth below for each socio-economic grouping listed (if higher subcontracting goals are proposed in the Offeror's Small Business subcontracting Plan, the higher goals will be incorporated into this section). The goals will be applied to the total value of the subcontracting plan. For example, if a contract is awarded for \$100 Million, and of which \$10 Million is planned to be subcontracted, the subcontracting goal for all small businesses for the contract is \$4 Million.

Category	Subcontracting Goal
Total Small Business	39%
Total Small Disadvantaged Businesses (both Section 8(a) and non-Section 8(a) firms)	5% *
Woman-owned Small Businesses	5% *
Service-Disabled Veteran-Owned Small Businesses	3% *
Historically Underutilized Empowerment Zone Small Businesses	3% *

* represents a subset percentage of the Total Small Business goal (for examples, if 3% is awarded to Woman-owned Small Businesses, that 3% would also apply the Total Small Business' subcontracting goal).

The Small Business Subcontracting Plan, dated (provided at time of award), is attached hereto and made a part of this contract. Failure of any Contractor or subcontractor to comply in good faith with FAR Clause 52.219-8 Utilization of Small Business Concerns, incorporated in this contract, and the attached Subcontracting Plan will be material breach of such contract or subcontract and subject to the remedies reserved to the Government under FAR Clause 52.219-16 Liquidated Damages-Subcontracting Plan.

H.2 OVERTIME

Any approved overtime and/or extra-pay shifts shall be specified in the task order. Contractors shall perform all task orders without issuing overtime as far as possible, except when lower overall costs to the Government will result or when it is necessary to respond to an event. Approval of overtime does not authorize the Contractor to violate labor laws specific to the labor category and FAR Clause 52.222-4 located in section I.

H.3 ACCESSIBILITY OF MEETINGS, CONFERENCES, AND SEMINARS TO PERSONS WITH DISABILITIES

The Contractor agrees as follows:

(a) Planning. The Contractor will develop a plan to assure that any meeting, conference, or seminar held pursuant to this contract will meet or exceed the minimum accessibility standards set forth below. This plan shall include a provision for ascertaining the number and types of disabled individuals planning to attend the meeting, conference, or seminar. The plan shall be submitted to the Contracting Officer for approval prior to initiating action. A consolidated or master plan for contracts requiring numerous meetings, conferences, or seminars may be submitted in lieu of separate plans.

(b) Facilities. Any facility to be utilized for meetings, conferences, or seminars in performance of this contract shall be accessible to persons with disabilities. The Contractor shall determine, by an on-site inspection if necessary, that the following minimum accessibility requirements are met, or suitable modifications are made to meet these requirements, before the meeting:

(1) Parking.

(i) Where parking is available on or adjacent to the site one 12' wide space must be set aside for the car of each mobility impaired attendee. The space need not be permanently striped but may be temporarily marked by signs, ropes, or other means satisfactory to carry out this provision.

(ii) Where parking is not available on or adjacent to the site, valet parking or other alternative means must be available to assist disabled attendees. Alternate means must be satisfactory in the judgment of the Contracting Officer.

(2) Entrances.

(i) "Entrances" shall include at least one accessible entrance from the street/sidewalk level, and at least one accessible entrance from any available parking facility.

(ii) The entrance shall be level or accessible by ramp with an incline that allows independent negotiation by a person in a wheelchair. In general, the slope of the incline shall be no more than 1" rise per foot of ramp length (1:12).

(iii) Entrance doorways shall be at least 30" in clear width and capable of operation by persons with disabilities. Revolving doors, regardless of foldback capability, will not meet this requirement.

(3) Meeting Rooms. (i) Meeting room access from the main entrance area must be level or at an independently negotiable incline (approximately 1:12) and/or served by elevators from the main entrance level. All elevators shall be capable of accommodating a wheelchair 29" wide by 45" long.

(ii) Meeting rooms shall be on one level or, if on different levels, capable of being reached by elevators or by ramps that can be independently negotiated by a person in a wheelchair. Doorways to all meeting rooms shall be at least 30" in clear width.

(iii) The interior of the meeting room shall be on one level or ramped so as to be independently negotiable for a person in a wheelchair.

(iv) Stages, speaker platforms, etc. which are to be used by persons in wheelchairs must be accessible by ramps or lifts. When used, the ramps may not necessarily be independently negotiable if space does not permit.

However, any slope over 1:12 must be approved by the Contracting Officer. Each case is to be judged on its own merits.

(v) If a meeting room with fixed seating is utilized, seating arrangements for persons in wheelchairs shall be made so that these persons are incorporated into the group rather than isolated on the perimeter of the group.

(4) Restrooms.

(i) Restrooms shall have level access, signs indicating accessibility, and doorways at least 30" in clear width.
 (ii) Sufficient turning space within restrooms shall be provided for independent use by a person in a wheelchair 29" wide by 45" long. A space 60" by 60" or 63" by 56" of unobstructed floor space as measured 12" above the floor is acceptable by standard; other layout will be accepted if it can be demonstrated that they are usable as indicated.

(iii) There will be a restroom for each sex or a unisex restroom with at least one toilet stall capable of accommodating a wheelchair 29" wide by 45" long (by standard, the minimum is 3'-0" by 43'- 83"), with outswinging door or private curtains. Wall mounted grab bars are required.

(iv) When separate restrooms have been set up for mobility impaired persons, they shall be located adjacent to the regular restrooms and shall be fully accessible.

(5) Eating Facilities. (i) Eating facilities in the meeting facility must be accessible under the same general guidelines as are applied to meeting rooms.

(ii) If the eating facility is a cafeteria, the food service area (cafeteria line) must allow sufficient room for independent

Wheelchair movement and accessibility to food for persons in wheelchairs, and cafeteria staff shall be available to assist disabled persons.

(6) Overnight Facilities. If overnight accommodations are required:

(i) Sufficient accessible guest rooms to accommodate each attendee who is disabled shall be located in the facility where the meeting, conference, or seminar is held, or in a facility housing the attendees which is conveniently located hereby, whichever is satisfactory to the Contracting Officer.

(ii) Overnight facilities shall provide for the same minimum accessibility requirements as the facility utilized for guest room access from the main entrance area shall be level, ramped at an independently negotiable incline (1:12), and/or served by elevators capable of accommodating a wheelchair 29" wide by 45" long.

(iii) Doorways to guest rooms, including the doorway to the bathroom, shall be at least 30" in clear width.

(iv) Bathrooms shall have wall mounted grab bars at the tub and water closet.

(v) Guest rooms for persons with a disability shall be provided at the same rate as a guest room for other attendees.

(7) Water Fountains. Water fountains shall be accessible to disabled persons, or have cup dispensers for use by persons in wheelchairs.

(c) Provisions of Services for Sensory Impaired Attendees.

(1) The Contractor, in planning the meeting, conference, or seminar shall include in all announcements and other materials pertaining to the meeting, conference, or seminar a notice indicating that services will be made available to sensory impaired persons attending the meeting, if requested within five (5) days of the date of the meeting, conference, or seminar. The announcement(s) and other material(s) shall indicate that sensory impaired persons may contact a specific person(s), at a specific address and phone number(s), to make their service requirements known. The phone number(s) shall include a teletype number for the hearing

impaired.

(2) The Contractor shall provide, at no cost to the individual, those services required by persons with sensory impairments to insure their complete participation in the meeting, conference, or seminar.

(3) As a minimum, when requested in advance, the Contractor shall provide the following services:

(i) For hearing impaired persons, qualified interpreters. Provisions will also be made for volume controlled phone lines and, if necessary, transportation to local teletype equipment to enable hearing impaired individuals to receive and send meeting related calls. If local teletype equipment is not available, the Contractor shall provide on-site teletype equipment. Also, the meeting rooms will be adequately illuminated so signing by interpreters can be easily seen.

(ii) For vision impaired persons, readers and/or cassette materials, as necessary, to enable full participation. Also, meeting rooms will be adequately illuminated.

(iii) Agenda and other conference material(s) shall be translated into a usable form for the visually and hearing impaired. Readers, braille translations, and/or tape recordings are all acceptable. These materials shall be available to sensory impaired individuals upon their arrival.

(4) The Contractor is responsible for making every effort to ascertain the number of sensory impaired individuals who plan to attend the meeting, conference, or seminar. However, if it can be determined that there will be no sensory impaired person (deaf and/or blind) in attendance, the provision of those services under paragraph (c) for the non-represented group, or groups, is not required.

H.4 REPRODUCTION OF REPORTS

Reproduction of reports, data, or other written material, if required herein, is authorized provided that the material produced does not exceed 5,000 production units of any page and that items consisting of multiple pages do not exceed 25,000 production units in aggregate. The aggregate number of production units is to be determined by multiplying pages times copies. A production unit is one sheet, size 8 1/2x11 inches or less, printed on one side only, and in one color. All copy preparation to produce camera-ready copy for reproduction must be set by methods other than hot metal typesetting. The reports should be produced by methods employing

stencils, masters, and plates which are to be used on single-unit duplicating equipment no larger than 11 by 17 inches with a maximum image of 10 3/4 by 14 1/4 inches and are prepared by methods or devices that do not utilize reusable contact negatives and/or positives prepared with a camera requiring a darkroom. All reproducible (camera-ready copies for reproduction by photo offset methods) shall become the property of the Government and shall be delivered to the Government with the report, data, or other written material.

H.5 COORDINATION OF FEDERAL REPORTING SERVICES

In the event that it is a contractual requirement to collect information from 10 or more public respondents, the provisions of 44 U.S.C. Chapter 35 (Coordination of Federal Reporting Requirements), shall apply to this contract. The contractor shall obtain through the COR the required Office of Management and Budget clearance before making public contacts for the collection of data or expending any funds for such collection. The authority to proceed with the collection of data from public respondents and the expenditure of funds therefore shall be in writing signed by the Contracting Officer.

H.6 PUBLICATION

(a) Definition. For the purpose of this clause "publication" includes (1) any document containing information intended for public consumption or (2) the act of, or any act which may result in, disclosing information to the public.

(b) General. The results of the research and development and studies conducted under this contract are to be made available to the public through dedication, assignment to the Government, or other such means as the Director of the Federal Emergency Management Agency shall determine.

(c) Reports furnished the Government. All intermediate and final reports of the research and development and studies conducted hereunder shall indicate on the cover or other initial page that the research and development and studies forming the basis for the report were conducted pursuant to a contract with the Federal Emergency Management Agency. Such reports are official Government property and may not be published or reproduced (in total, in verbatim excerpt, or in a form approximating either of these) as an unofficial paper or article. The contractor or technical personnel (each employee or consultant working under the administrative direction of the contractor or any subcontractor hereunder) may publish such reports in whole or in part in a non-Government publication only in accordance with this paragraph (c) and paragraph (e)(1) of this clause.

(d) Publication by Government. The Government shall have full right to publish all information, data, and findings developed as a result of the research and development and studies conducted hereunder.

(e) Publication by contractor or technical personnel.

(1) Publication in whole or in part of contractor's reports furnished the Government. Unless such reports have been placed in the public domain by Government publication, the contractor or technical personnel (each employee or consultant working under the administrative direction of the contractor or any subcontractor hereunder) may publish a report furnished the Government, in to or in verbatim excerpt, but consistent with paragraph (c) of this clause may not secure copyright therein, subject to the following conditions and the conditions in paragraph (e)(4) and paragraph (f).

(i) During the first six months after submission of the full final report, if written permission to publish is obtained from the contracting officer.

(ii) After six months following submission of the full report, and if paragraph (e)(3) is inapplicable, if a foreword or footnote in the non-Government publication indicates the source of the verbatim material.

(2) Publication, except verbatim excerpts, concerning or based in whole or in part on results of research and development and studies hereunder. The contractor or technical personnel may issue a publication concerning or based in whole or in part on the results of the research and development and studies conducted under this contract and may secure copyright therein, but in so publishing is not authorized thereby to inhibit the unrestricted right of the Director of the Federal Emergency Management Agency to disclose or publish, in such manner as he may deem to be in the public interest, the results of such research and development and studies to the following conditions and the requirement in paragraph (e)(4):

(i) During the first six months after submission of the full final report, and if paragraph (e)(3) is inapplicable, if written waiver of the waiting period is obtained from the contracting officer.

(ii) After six months following submission of the full final report, and if paragraph (e)(3) is inapplicable,

subject to Government exercise of an option that the publication contain a foreword or initial footnote substantially as follows: The (research) (development) (studies) forming (part of) the basis for this publication were conducted pursuant to a contract with the Federal Emergency Management Agency. The substance of such (research) (development) (studies) is dedicated to the public. The author and publisher are solely responsible for the accuracy of statements or interpretations contained therein.

(3) General conditions if FEMA determines that contractor's final report contains patentable subject matter developed in contract performance. If the contracting officer determines that the contractor's full final report contains patentable subject matter developed in the performance of this contract and so notifies the contractor in writing prior to six months from date of submission of such report, no publication of verbatim excerpts from contractor's reports or publication concerning or based in whole or in part on the results of the research and development and studies hereunder shall be made without the written consent of the contracting officer.

(4) Copies of contractor and technical personnel publications to be furnished the Government. The contractor or technical personnel will furnish the contracting officer six copies of any publications which are based in whole or in part on the results of the research and development and studies conducted under this contract.

(f) Administratively confidential information. The contractor shall not publish or otherwise disclose, except to the Government and except matters of public record any information or data obtained hereunder from private individuals, organizations, or public agencies in a publication whereby the information or data furnished by any particular person or establishment can be identified, except with the consent of such person or establishment.

(g) Inclusion of provisions in contractor's agreements. The contractor shall include provisions appropriate to effectuate the purposes of this clause in all contracts of employment with persons who perform any part of the research or development or study under this contract and in any consultant's agreements or subcontracts involving research or development or study there under.

H.7 OBSERVANCE OF LEGAL HOLIDAYS

The Government hereby provides "notice" and the Contractor hereby acknowledges "receipt" that FEMA Government observe the below listed days as holidays:

New Year's Day, Martin Luther King Jr.'s Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Christmas Day

Any other day designated by Federal statute. Any other day designated by Executive Order. Any other day designated by the President's proclamation. When such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. It is understood and agreed between the Government and the Contractor that observance of such days by Government Personnel shall not "on-its-face" be the cause of an additional period of performance, or entitlement of compensation except as a holiday. No form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

In each instance, the Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled, and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized representative.

H.8 NON-PERSONAL SERVICES

A non-personal services contract is defined as “a contract under which the personnel rendering the services are not subject, either by the Contract’s terms or by the manner of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.” This is a non-personal services contract.

H.9 DATA MANAGEMENT PROGRAM REQUIREMENTS

The Federal Emergency Management Agency's (FEMA) Data Management Program was established to meet the regulatory requirements of the Information Technology Management Reform Act (a.k.a. Clinger Cohen Act), as outlined in the Information Technology Architecture Implementation Plan. FEMA's Data Management Program requires that contractors comply with the requirements of this program when the contract involves tasks to design, develop, or maintain an information system for FEMA. Therefore, in the performance of this contract, the Contractor shall comply with the requirements of the FEMA Data Management Program which follow:

1. Names of database objects and procedural objects shall conform to the naming standards and conventions contained in FEMA's Data Naming Standards. A copy of the standard is available for review at www.fema.gov/ofm/bidinfo.htm and a copy will be provided to the Contractor, at contract award, upon request.
2. Abbreviations, acronyms, and terms used to develop an information technology system shall be limited to those listed on FEMA's Standard Abbreviations, Acronyms, and **Terms** list. The Standard Abbreviations, Acronyms, and Terms list is available for review at www.fema.gov/ofm/bidinfo.htm. Developers, who wish to use an abbreviation, acronym, or term that is not listed on the Standard Abbreviations, Acronyms and Terms list, may request that FEMA's Data Administration Group consider including the abbreviation, acronym, or term as a standard. FEMA's Data Naming Standards detail procedures on the use of abbreviations, acronyms, and terms.
3. Logical and Physical Data Models shall be created for each information technology system using either of FEMA's approved standards for data modeling software, which are Sybase's Power Designer, or Oracle Designer.
4. Comments shall be included in all procedures that are developed and written after the create procedure statement to ensure that comments are available in the database's system catalog and can be input into the Enterprise Data Dictionary automatically. Comments shall include the following at a minimum:
 - name of the developer - date procedure was developed - purpose of the procedure - functions performed by procedure - date of any changes made to the procedure - the name of the individual who made a change to the procedure - reason why a change was made to the procedure.
5. Comments shall be included for all tables, views, and columns that are developed. The comments that are written for tables and views shall contain detailed information on the definition, purpose, and use of the table or view. Comments that are written for columns shall precisely describe the data that is authorized for the field so there is a clear understanding of what the data in this field represents. Comments for tables, views, and columns shall be created at the time the database object is created in the database.
6. Data in FEMA's systems which should be available for enterprise-wide access and use will be identified, when required by the contract, so that FEMA's Data Administration Group can include it in FEMA's Enterprise

Data Model and in FEMA's Enterprise Data Dictionary and made available to promote systems integration. FEMA's Enterprise Data Model presents a graphical view of the entities (tables), along with their relationships to other entities, and their attributes (columns). FEMA's Enterprise Data Dictionary will show the characteristics (domain) and meaning of the data (metadata), as well as any constraints (includes permitted values) associated with a data element or column in a table.

7. The FEMA Enterprise Data Dictionary shall contain metadata about the data in the databases of FEMA's enterprise systems. FEMA's enterprise systems that use Oracle as their database management system shall be accessible to FEMA's Enterprise Data Dictionary so that data can be captured and automatically input into FEMA's Enterprise Data Dictionary.

H.10 CONFIDENTIALITY OF INFORMATION

(a) To the extent that the work under this contract requires that the Contractor be given access to sensitive or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and not appropriate such information to its own use or disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to information that--

- (1) At the time of receipt by the Contractor, is in the public domain
- (2) Is published by others after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor
- (3) The Contractor can demonstrate it was already in its possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies
- (4) The Contractor can demonstrate was received by it from a third party that did not require the Contractor to hold it in confidence.

(b) The Contractor shall obtain from each employee permitted access a DHS Form 11000-6, Non-Disclosure Agreement, stating that he/she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization or the Government directly concerned with the performance of the contract.

H.11 ORGANIZATIONAL CONFLICT OF INTEREST

The Contractor warrants that, to the best of his/her knowledge and belief, and except as otherwise set forth in this contract, he/she does not have any organizational conflict of interest as defined in the following paragraph. The term "organizational conflict of interest" means a situation where a Contractor has interests, either due to his/her other activities or his/her relationships with other organizations, which place him/her in a position that may be unsatisfactory or unfavorable (a) from the Government's standpoint in being able to secure impartial, technically sound, objective assistance and advice from the Contractor, or in securing the advantages of adequate competition in its procurement; or (b) from industry's standpoint in that unfair competitive advantages may accrue to the Contractor in question.

The Contractor agrees that, if after award he/she discovers an organizational conflict of interest with respect to this contract, he/she shall make an immediate and full disclosure in writing to the Contracting Officer that shall

include a description of the action that the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government, may, however, terminate the contract for the convenience of the Government if it would be in the best interest of the Government. If the Contractor was aware of organization conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract at no cost to the Government.

H.12 DESIGNATION OF PROJECT DIRECTOR

The Contractor shall designate a Project Manager (named in Key Personnel Clause) who shall have overall authority sufficient to enable the person to meet all contract requirements, to direct and supervise all persons involved in the effort and to administer and coordinate all resources and phases of the contract.

The Project Manager shall maintain close communication with the Contracting Officer's Representative, monitors, technical experts, and the Contracting Officer, and be available for personal consultation and conferences at their request or at the request of the Contracting Officer.

The Project Manager shall be responsible for analyzing the program data so as to be able to report trends and significant program development and, upon the Project Manager's own initiative or upon the request of the Government's technical staff shall furnish managerial and technical advice on the program and recommend improvements in its conduct.

H.13 TRANSPORTATION AND HEALTH RESOURCES PRIORITIES AND ALLOCATIONS SYSTEM REGULATIONS

"Task orders under this contract may include a priority rating under the Health Resources Priorities and Allocations System (HRPAS) regulation (45 CFR, part 101.1). Anyone receiving a HRPAS rated order is required to follow all provisions of the HRPAS regulation."

"Task orders under this contract may include a priority rating under the Transportation Priorities and Allocations System (TPAS) regulation (49 CFR, part 33). Anyone receiving a TPAS rated order is required to follow all provisions of the TPAS regulation."

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, *and* Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause

NUMBER	TITLE	DATE
52.202-1	Definitions.	NOV 2013
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government.	SEP 2006
52.203-6	Restrictions on Subcontractor Sales to the Government – Alternate1	OCT 1995
52.203-7	Anti-Kickback Procedures.	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct.	OCT 2015
52.203-14	DISPLAY OF HOTLINE POSTER(S).	OCT 2015
52.203-16	Preventing Personal Conflicts of Interest.	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.	APR 2014
52.204-2	Security Requirements.	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel.	JAN 2011
52.204-10	Reporting Executive Compensation And First-Tier Subcontract Awards.	OCT 2016
52.204-12	Data Universal Numbering System Number Maintenance	OCT 2016
52.204-13	System for Award Management Maintenance.	OCT 2016
52.204-15	Service Contract Reporting Requirements for Indefinite-Delivery	

	Contracts.	OCT 2016
52.204-22	Alternative Line Item Proposal	JAN 2017
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment.	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters.	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations.	NOV 2015
52.211-15	Defense Priority and Allocation Requirements.	APR 2008
52.215-2	Audit and Records - Negotiation.	OCT 2010
52.215-8	Order of Precedence - Uniform Contract Format.	OCT 1997
52.215-19	Notification of Ownership Changes.	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data.	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data - Modifications.	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data.	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data Modifications.	OCT 2010
52.215-14	Integrity of Unit Prices.	OCT 2010
52.215-14	Integrity of Unit Prices. - Alternate I	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money.	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005
52.215-23	Limitations on Pass-Through Charges.	OCT 2009
52.216-7	Allowable Cost and Payment.	JUN 2013
52.216-31	Time-And-Materials/Labor-Hour Proposal Requirements-Commercial Item Acquisition.	FEB 2007
52.217-7	Option for Increased Quantity – Separately Priced Line Item.	MAR 1989
52.219-8	Utilization of Small Business Concerns.	NOV 2016
52.219-9	Small Business Subcontracting Plan.	JAN 2017
52.219-16	Liquidated Damages - Subcontracting Plan.	JAN 1999
52.222-1	Notice to the Government of Labor Disputes.	FEB 1997
52.222-3	Convict Labor.	JUN 2003
52.222-4	Contract Work Hours and Safety Standards – Overtime Compensation.	MAY 2014
52.222-17	Nondisplacement of Qualified Workers.	MAY 2014
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000.	MAY 2014
52.222-21	Prohibition of Segregated Facilities.	APR 2015
52.222-26	Equal Opportunity.	SEP 2016
52.222-37	Employment Reports on Veterans.	FEB 2016

52.222-40	Notification of Employee Rights Under The National Labor Relations Act. DEC 2010	
52.222-41	Service Contract Labor Standards.	MAY 2014
52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts).	MAY 2014
52.222-44	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment.	MAY 2014
52.222-49	Service Contract Labor Standards- Place of Performance Unknown.	MAY 2014
52.222-50	Combating Trafficking in Persons.	MAR 2015
52.222-54	Employment Eligibility Verification.	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.223-2	Affirmative Procurement of Bio based Products Under Service and Construction Contracts.	SEP 2013
52.223-3	Hazardous Material Identification And Material Safety Data.	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information.	MAY 2011
52.223-6	Drug-Free Workplace.	MAY 2001
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners.	JUN 2016
52.223-14	Acquisition of EPEAT(R)-Registered Televisions.	JUN 2014
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving.	AUG 2011
52.224-1	Privacy Act Notification.	APR 1984
52.224-2	Privacy Act.	APR 1984
52.225-1	Buy American - Supplies.	MAY 2014
52.225-3	Buy American - Free Trade Agreements – Israeli Trade Act.	MAY 2014
52.225-13	Restrictions on Certain Foreign Purchases.	JUN 2008
52.227-1	Authorization and Consent.	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	DEC 2007
52.227-3	Patent Indemnity.	APR 1984
52.227-14	Rights in Data-General.	MAY 2014
52.227-17	Rights in Data--Special Works.	DEC 2007
52.228-7	Insurance - Liability to Third Persons.	MAR 1996
52.229-3	Federal, State, and Local Taxes.	FEB 2013
52.230-2	Cost Accounting Standards.	OCT 2015
52.230-6	Administration of Cost Accounting Standards.	JUN 2010
52.232-1	Payments.	APR 1984
52.232-7	Payments under Time-And-Materials and Labor-Hour Contracts.	AUG 2012
52.232-8	Discounts for Prompt Payment.	FEB 2002
52.232-9	Limitation on Withholding of Payments.	APR 1984
52.232-11	Extras.	APR 1984
52.232-17	Interest.	MAY 2014

52.232-18	Availability of Funds.	APR 1984
52.232-20	Limitation of Cost.	APR 1984
52.232-23	Assignment of Claims.	MAY 2014
52.232-25	Prompt payment.	JAN 2017
52.232-33	Payment by Electronic Funds Transfer – System for Award Management.	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations.	JUN 2013
52.233-1	Disputes.	MAY 2014
52.232-40	Providing Accelerated Payment to Small Business Subcontractors (Deviation)	DEC 2013
52.233-3	Protest after Award.	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim.	OCT 2004
52.237-3	Continuity of Services.	JAN 1991
52.237-7	Indemnification And Medical Liability Insurance.	JAN 1997
52.239-1	Privacy or Security Safeguards.	AUG 1996
52.242-1	Notice of Intent to Disallow Costs.	APR 1984
52.242-3	Penalties for Unallowable Costs.	MAY 2014
52.242-4	Certification of Final Indirect Costs.	JAN 1997
52.242-13	Bankruptcy.	JUL 1995
52.243-1	Changes - Fixed-Price.	AUG 1987
52.243-2	Changes - Cost-Reimbursement.	AUG 1987
52.243-3	Changes - Time-and-Materials or Labor-Hours.	SEP 2000
52.243-4	Changes	JUN 2007
52.244-2	Subcontracts	OCT 2010
52.244-6	Subcontracts for Commercial Items.	JAN 2017
52.245-1	Government Property.	JAN 2017
52.245-9	Use and Charges	APR 2012
52.246-25	Limitation of Liability - Services.	FEB 1997
52.248-1	Value Engineering.	OCT 2010
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form).	APR 1984
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form). - Alternate I	APR 1984
52.249-2	Termination for Convenience of the Government (Fixed-Price).	APR 2012
52.249-6	Termination (Cost-Reimbursement). – Alternate IV	SEP 1996
52.249-6	Termination (Cost-Reimbursement). - Alternate V	MAY 2004
52.249-14	Excusable Delays.	APR 1984
52.249-8	Default (Fixed-Price Supply and Service).	APR 1984
52.250-1	Indemnification Under Public Law 85-804.	APR 1984
52.253-1	Computer Generated Forms.	JAN 1991
3052.205-70	Advertisements, Publicizing Awards, And Releases	SEP 2012
3052.209-71	Reserve Officer Training Corps and Military Recruiting on Campus.	DEC 2003
3052.211-70	Index for specifications.	DEC 2003
3052.215-70	Key Personnel or Facilities	DEC 2003
3052.219-70	Small business subcontracting plan reporting.	JUN 2006
3052.222-70	Strikes or picketing affecting timely completion	

	of the contract work.	DEC 2003
3052.222-71	Strikes or picketing affecting access to a DHS facility.	DEC 2003
3052.223-70	Removal or disposal of hazardous substances— applicable licenses and permits.	JUN 2006
3052.228-70	Insurance.	DEC 2003
3052.236-70	Special precautions for work at operating airports.	DEC 2003
3052.242-72	Contracting officer's technical Representative.	DEC 2003

I.2 52.204-1 APPROVAL OF CONTRACT. (DEC 1989)

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

I.3 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (JUN 2016)

(a) Definitions. As used in this clause-

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures. (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

I.4 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 the effective date of the contract through the last day of the contract.

(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.

I.5 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 \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$22,000,000.00;

(2) Any order for a combination of items in excess of \$22,000,000.00; or

(3) A series of orders from the same ordering office within [3] 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 1] 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.

I.6 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 six (6) months after expiration date of the contract.

I.7 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.

I.8 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 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed Five years.

I.9 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. (OCT 2015)

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

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

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

- (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I.10 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES. (JUL 2014)

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals

on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I.11 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES. (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage - Fringe Benefits
Ambulance Driver Emergency Medical Technician Airplane Pilot	To be determined at the time of Contract award based on the Contractor's facility location. Visit www.wdol.gov/sca.aspx for wages and fringe benefit rates.

I.12 52.252-2 -- CLAUSES INCORPORATED BY REFERENCE. (Feb 1998)

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

<http://farsite.hill.af.mil/vffara.htm>

I.13 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES. (APR 1984)

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

I.14 3052.204-70 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES. (JUN 2006)

- (a) The Contractor shall be responsible for Information Technology (IT) security for all systems connected to a DHS network or operated by the Contractor for DHS, regardless of location. This clause applies to all or any part of the contract that includes information technology resources or services for which the Contractor must

have physical or electronic access to sensitive information contained in DHS unclassified systems that directly support the agency's mission.

(b) The Contractor shall provide, implement, and maintain an IT Security Plan. This plan shall describe the processes and procedures that will be followed to ensure appropriate security of IT resources that are developed, processed, or used under this contract.

(1) Within [] days after contract award, the contractor shall submit for approval its IT Security Plan, which shall be consistent with and further detail the approach contained in the offeror's proposal. The plan, as approved by the Contracting Officer, shall be incorporated into the contract as a compliance document.

(2) The Contractor's IT Security Plan shall comply with Federal laws that include, but are not limited to, the Computer Security Act of 1987 (40 U.S.C. 1441 et seq.); the Government Information Security Reform Act of 2000; and the Federal

Information Security Management Act of 2002; and with Federal policies and procedures that include, but are not limited to, OMB Circular A-130.

(3) The security plan shall specifically include instructions regarding handling and protecting sensitive information at the Contractor's site (including any information stored, processed, or transmitted using the Contractor's computer systems), and the secure management, operation, maintenance, programming, and system administration of computer systems, networks, and telecommunications systems.

(c) Examples of tasks that require security provisions include--

(1) Acquisition, transmission or analysis of data owned by DHS with significant replacement cost should the contractor's copy be corrupted; and

(2) Access to DHS networks or computers at a level beyond that granted the general public (e.g., such as bypassing a firewall).

(d) At the expiration of the contract, the contractor shall return all sensitive DHS information and IT resources provided to the contractor during the contract, and certify that all non-public DHS information has been purged from any contractor-owned system. Components shall conduct reviews to ensure that the security requirements in the contract are implemented and enforced.

(e) Within 6 months after contract award, the contractor shall submit written proof of IT Security accreditation to DHS for approval by the DHS Contracting Officer. Accreditation will proceed according to the criteria of the DHS Sensitive System Policy Publication, 4300A (Version 2.1, July 26, 2004) or any replacement publication, which the Contracting Officer will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the Contracting Officer, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

1.15 3052.204-71 CONTRACTOR EMPLOYEE ACCESS. (SEP 2012)

(a) "Sensitive Information", as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), 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, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, "Policies and Procedures of Safeguarding and Control of SSI," as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as "For Official Use Only," which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated "sensitive" or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) "Information Technology Resources" include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, and insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

I.16 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES. (JUN 2006)

(a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

(b) Definitions. As used in this clause:

Expanded Affiliated Group means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting `more than 50 percent' for `at least 80 percent' each place it appears.

Foreign Incorporated Entity means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

Inverted Domestic Corporation. A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)—

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held—
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (2) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

Person, domestic, and foreign have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

(c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

- (1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:
 - (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or

(ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).

(2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.

(3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.

(d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395(b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.

(e) Treatment of Certain Rights.

(1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:

(i) Warrants;

(ii) Options;

(iii) Contracts to acquire stock;

(iv) Convertible debt instruments; and

(v) Others similar interests.

(2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of Section 835.

(f) Disclosure. The offeror under this solicitation represents that [Check one]:

it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003;

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it has submitted a request for waiver pursuant to 3009.108-7004, which has not been denied; or

it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.108-7001 through 3009.108-7003, but it plans to submit a request for waiver pursuant to 3009.108-7004.

(g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

I.17 3052.225-70 REQUIREMENT FOR USE OF CERTAIN DOMESTIC COMMODITIES. (AUG 2009)

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

(1) "Commercial," as applied to an item described in subsection (b) of this clause, means an item of supply, whether an end product or component, that meets the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.

(2) "Component" means any item supplied to the Government as part of an end product or of another component.

(3) "End product" means supplies delivered under a line item of this contract.

(4) "Non-commercial," as applied to an item described in subsections (b) or (c) of this clause, means an item of supply, whether an end product or component, that does not meet the definition of "commercial item" set forth in (FAR) 48 CFR 2.101.

(5) "Qualifying country" means a country with a memorandum of understanding or international agreement with the United States under which DHS procurement is covered.

(6) "United States" includes the possessions of the United States.

(b) The Contractor shall deliver under this contract only such of the following commercial or non-commercial items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and components thereof; or

(2) Tents, tarpaulins, covers, textile belts, bags, protective equipment (such as body armor), sleep systems, load carrying equipment (such as fieldpacks), textile marine equipment, parachutes or bandages.

(c) The Contractor shall deliver under this contract only such of the following non-commercial items, either as end products or components that have been grown, reprocessed, reused, or produced in the United States:

(1) Cotton and other natural fiber products.

(2) Woven silk or woven silk blends.

(3) Spun silk yarn for cartridge cloth.

(4) Synthetic fabric or coated synthetic fabric (including all textile fibers and yarns that are for use in such fabrics).

(5) Canvas products.

(6) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(7) Any item of individual equipment manufactured from or containing any of the fibers, yarns, fabrics, or materials listed in this paragraph (c).

(d) This clause does not apply--

- (1) To items listed in (FAR) 48 CFR 25.104, or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at United States market prices;
- (2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool is not more than 10 percent of the total price of the end product; or
- (3) To items that are eligible products per (FAR) 48 CFR Subpart 25.4.

I.18 NARA RECORDS MANAGEMENT LANGUAGE FOR CONTRACTS

The following standard items relate to records generated in executing the contract and should be included in a typical Electronic Information Systems (EIS) procurement contract:

Citations to pertinent laws, codes and regulations such as 44 U.S.C chapters 21, 29, 31 and 33; Freedom of Information Act (5 U.S.C. 552); Privacy Act (5 U.S.C. 552a); 36 CFR Part 1222 and Part 1228.

Contractor shall treat all deliverables under the contract as the property of the U.S. Government for which the Government Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest.

Contractor shall not create or maintain any records that are not specifically tied to or authorized by the contract using Government IT equipment and/or Government records.

Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected by the Freedom of Information Act.

Contractor shall not create or maintain any records containing any Government Agency records that are not specifically tied to or authorized by the contract.

The Government Agency owns the rights to all data/records produced as part of this contract.

The Government Agency owns the rights to all electronic information (electronic data, electronic information systems, electronic databases, etc.) and all supporting documentation created as part of this contract. Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format (paper, electronic, etc.) or mode of transmission (e-mail, fax, etc.) or state of completion (draft, final, etc.).

No disposition of documents will be allowed without the prior written consent of the Contracting Officer. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the agency records schedules.

Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, this contract. The Contractor (and any sub-contractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.