

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 33		
2. CONTRACT (Proc. Inst. Ident.) NO. W9133L-11-C-0056		3. EFFECTIVE DATE 30 Sep 2011		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. F9WJJS1243A005			
5. ISSUED BY NGB-ZC-AQ - W9133L 111 SOUTH GEORGE MASON DR BLDG. 2, 4TH FLOOR ARLINGTON VA 22204-1373		CODE W9133L	6. ADMINISTERED BY (If other than Item 5)		CODE		
		See Item 5					
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) RELIABLE GOVERNMENT SOLUTIONS NCORPORAT CH EU VAN LE 3002 GAZEBO CT S LVER SPR NG MD 20904-1867				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days			
				10. SUBMIT INVOICES 0 (4 copies unless otherwise specified)		ITEM	
CODE 3G0C9				TO THE ADDRESS SHOWN IN:			
11. SHIP TO/MARK FOR SEE SCHEDULE N/A N/A AA N/A		CODE SCHED1	12. PAYMENT WILL BE MADE BY DFAS - L MESTONE - F67100 ATTN: VENDOR PAY PO BOX 369020 COLUMBUS OH 43236-9020		CODE F67100		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [X] 10 U.S.C. 2304(c)(5) [] 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT (b) (4)							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17 [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return 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 [] AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number			
				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 offer, and (b) this award/contract No further contractual document is necessary			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER (b) (6) / CONTRACTING OFFICER TEL: 703 607-1238 EMAIL: (b) (6) us.army.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA (b) (6)		20C. DATE SIGNED 23-Sep-2011	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
0001		(b) (4)	Dollars, U.S.	(b) (4)	(b) (4)	
	Communicator - Mass Notification System FFP Primary System - Contractor shall provide communication products and services as specified in the Performance Work Statement. FOB: Destination PURCHASE REQUEST NUMBER: F9WFJS1243A005					
				NET AMT	\$(b) (4)	
	ACRN AA CIN: F9WFJS1243A0050000AA					(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Each	(b) (4)	\$(b) (4)
	Contractor Manpower Reporting FFP These contract reporting requirements are mandatory. The contractor will report ALL contractor manpower (including sub-contractor manpower) required for performance of this contract. See Performance Work Statement for more details and instructions. FOB: Destination PURCHASE REQUEST NUMBER: F9WFJS1243A005				
				NET AMT	(b) (4)

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

Statement of Work
Net-centric
Emergency Management System (EMS)
for
NATIONAL GUARD COORDINATION CENTER

1.0 Introduction

- 1.1 The National Guard Coordination Center (NGCC) has a requirement for a mission-tested turn-key, commercial-off-the-shelf (COTS), Enterprise-wide integrated Emergency Management System (EMS) for both personnel emergency notification and accountability. This system will utilize a centralized architecture with the capability of delivering reliable and secure emergency threat notifications to 1,000 Joint Staff personnel. Due to mission criticality of personnel notification and accountability, the implemented solution MUST have a proven track record in the Army or Army National Guard implemented as a centralized command-wide architecture, supporting at a minimum one thousand geographically dispersed personnel. The system shall be composed of five critical components: (1) a Network Alerting System (NAS) that provides text messaging and desktop audio / visual notifications to ARNG personnel both at work and/or at other locations worldwide; (2) an integrated phone notification capability to ARNG personnel worldwide; (3) a capability to integrate and be interoperable with the Giant Voice systems at ARNG host bases nationwide; (4) an ability to self-update user data so as to maintain up-to-date contact information for emergencies; and, (5) an enterprise-class unified alerts management that includes capability to i) initiate emergency alerts to any warning device via single web-based interface, ii) integrate user data from disparate data sources such as LDAP/Active Directory, iii) manage single repository of emergency scenarios, iv) manage permission-based access for operators; v) enable real-time tracking and reporting; and vi) manage integration to multiple delivery devices. Personnel accountability will be provided by the system through tracking of individual responses to such notifications. The system shall provide signals or messaging appropriate to Force Protection Conditions (FPCONS), Information Operations Conditions (INFOCON), terror threats, watches, warnings, evacuation routes, battle staff directives, recall and other alerting information to meet Federal, DoD, Army and ARNG warning and notification requirements. Leased, or vendor hosted, services are not appropriate due to OPSEC and Physical Security issues.
- 1.2 The NGCC net-centric Emergency Management System must ensure anyone connected to ARNG's IP network via desktop, laptop, or any other networked device, would be notified within a maximum of three minutes of an alert being sent out. Such notifications must be tracked and reported in real time for accountability purposes. The system also would need to be interoperable with telephony and the bases' local Giant Voice (Public Announcement) systems, allowing operators to disseminate and manage the entire alerting process to all delivery media using a single, net-centric notifications management application.
- 1.3 The COTS system shall be installed at a central site, behind the NIPRNet firewall, and also shall have a net-centric architecture supporting US Army networking standards and network security requirements. Specifically, the system shall utilize web-base user interface, support Army standard network ports and protocols, and provide open interfaces to support interoperability. The system needs to include provisions for secure communication, authentication and encryption using DoD and industry-standard Public Key Infrastructure (PKI)-encryption technologies. The system must be DIACAP approved/certified, have a Certificate of Networthiness (CoN) or valid MAJCOM CoN certificates from at least five different MAJCOMs, comply with DoD Password Management Guidelines CSC-STD-002-85, and have a proven

support for DoD Common Access Card (CAC) authentication. Any desktop delivery capability must be Section 508 Compliant (for people with disabilities).

- 1.4 The contractor shall be ready to begin deploying the system within 4-8 weeks of contract award. Software support for any components (to include patches, updates, etc.) will be provided by the vendor.

2.0 Required Technical Qualifications

- 2.1 The contractor shall demonstrate full knowledge and understanding of the specifications and requirements for implementation of a net-centric Emergency Management System (EMS) for mass notification across the National Guard Coordination Center (NGCC) and Joint Staff Crisis Management Element (CME).
- 2.2 The contractor must provide a minimum of five (5) references for operational deployments of similar systems: (1) at least two of these references must be deployments with centralized architecture covering tens of thousands of geographically dispersed personnel and (2) at least one must be an operational deployment by an Army agency with centralized architecture covering at least 10,000 users.
- 2.3 The contractor must show a minimum of five (5) years of experience in the field of alerting and notifications.
- 2.4 The contractor shall provide factory-trained personnel to perform system design, installation, testing and training for total turn-key implementation.

3.0 Technical Services Required

- 3.1 The contractor shall provide, at a minimum, unless otherwise specified and agreed to in the Project Support Agreement (PSA), all equipment, installation, training, on-site performance and system testing, complete documentation (including product drawings and operation manuals as applicable), in both hard copy and electronic format, with enough detail to support the training of maintenance personnel and support troubleshooting, preventive maintenance and corrective maintenance.
- 3.2 Installation and equipment for EMS shall be installed in either ARNG Network Control Center (NCC) or Arlington Hall Station Network Operation server room. The redundant fail-over hardware and application software shall be installed at a site selected by ARNG.
- 3.3 The contractor shall design, procure and install an EMS that meets DoD, Army and ARNG specific requirements.
- 3.4 The contractor shall provide additional technical services (for up to one man-year) during system implementation to assist ARNG personnel with deployment, integration and CONOPS development. The technical services will assist with activities such as developing customized emergency notification scripts, integrating with existing active directory database, integrating with Giant Voice systems, and providing extended training and support to command post or NGCC and Arlington Hall Station Staff.

4.0 Compliance with DoD/Federal Standards and Regulations

- 4.1 Certification and Accreditation: The contractor shall provide a Certification and Accreditation package or a copy of a current and valid System Security Authorization Agreement (SSAA) for the COTS net-centric EMS, previously approved by at least one other DoD agency, to show evidence of compliance with the DoD Information Assurance Certification and Accreditation Process (DIACAP) for authorizing the operation of DoD information systems consistent with the Federal Information Security Management Act (FISMA), DoD Directive (DoDD) 8500.1, and DoD Instruction (DoDI) 8500.2.

- 4.1.1 The system components will be baselined IAW current DoD, Army, National Institute of Standards and Technology (NIST), and Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIG) guidance, to ensure their ability to operate in the infrastructure.
- 4.1.2 The C & A package will include all configuration details, all security vulnerability patches that are identified and provided by the program office, and lock-down processes for the solution components for the version being implemented.
- 4.1.3 The contractor shall provide the final hard copy of the C&A package prior to completing the site installation.
- 4.1.4 The contractor shall provide a copy of the final configuration baseline documentation for review by the Designated Approving Authority (DAA) prior to departure from the site.
- 4.1.5 The contractor shall ensure that all system components subject to the Joint Interoperability Test Command certification complete same prior to acceptance by the government. Refer to <http://jitc.fhu.disa.mil/testing.htm> for specific instructions.
- 4.1.6 If the product is Information Assurance (IA) enabled (i.e. implements encryption) the product must undergo common criteria testing and evaluation and provide written verification of such. We recommend the vendor subscribe to the common criteria life cycle update program as they will need to submit updated hardware and/or software for evaluation as changes are made to the system.
- 4.2 Common Access Card (CAC). The contractor shall provide COTS net-centric EMS that fully meet CAC compliance requirements consistent with DoD Instruction 8520.2, "Public Key Infrastructure (PKI) and Public Key Enabling."
- 4.3 Password Management. The contractor shall provide COTS net-centric EMS that is in compliance with DoD password management guidelines.
- 4.4 Section 508 of the Rehabilitation Act Compliance. The contractor shall demonstrate that visual alerts delivered to end users via their computer desktop / laptop workstations can be accessed using assistive technology such as job access with speech (JAWS) software and will provide reference that such capability has been accepted to be compliant with Section 508 requirements by at least one other US Government agency.
- 4.5 Unified Facilities Criteria (UFC) 4-021-01 and 4-010-10 Compliance. The contractor shall provide COTS net-centric EMS that meet UFC 4-010-10 (DoD Minimum Antiterrorism Standards for Buildings) and UFC 4-021-01 (Design and O&M: Mass Notification Systems) criteria and compliance in any proposal, as applicable, specifically with respect to supporting the integration with Giant Voice and Telephone Alerting System.
- 4.6 DISA Field Security Operations Gold Standard. The contractor shall provide COTS net-centric that is compatible with DISA FSO Windows Gold Disk for DISA Security Technical Implementation Guide (STIG).

5.0 Requirements

GENERAL REQUIREMENTS

- 5.1 The system shall have server-based centralized architecture, allowing central alert activation, control and management; such server(s) shall be deployed on-site and connected to the ARNG network.

- 5.2 The system shall have proven support and demonstrated integration with centralized user directories, including Active Directory / LDAP.
- 5.3 The system shall be a commercial-off-the-shelf (COTS) software product and use industry open standards.
- 5.4 The system shall be capable of sending alert messages to end-users (recipients) via multiple delivery methods, including:
- audio-visual network alerts to desktops and laptops via desktop popup,
 - text alerts to mobile phones and pagers,
 - text alerts to email clients,
 - audio alerts to phones,
 - audio alerts to existing outdoor public announcement (PA) / Giant Voice systems (for clarification, installations of PA / Giant Voice systems are not part of this SOW),
 - network alerts to any other IP-connected devices via standard XML and CAP protocols,
 - The system needs to be extendable to support additional delivery methods in the future as would be required.
- 5.5 The system shall be capable of sending alert messages to target recipients according to:
- hierarchical organizational structure,
 - organizational roles,
 - specific distribution lists (i.e. HAZMAT teams),
 - dynamic groups created through on-the-fly queries of the user directory,
 - geographical locations (i.e. posts, zones within posts),
 - IP addresses (required for targeting devices in specific physical locations).
- 5.6 The system shall centrally track, in real-time, all alerting activities for each individual recipient, including sending, receiving and responding to alerts, and will be able to generate reports based on this information.
- 5.7 The system shall incorporate a pre-defined library of signals and messaging appropriate to Force Protection Conditions (FPCONS), Information Operations Conditions (INFOCON), terror threats, watches, warnings, evacuation routes, battle staff directives, recall and other alerting information to meet Federal, DoD, Army, ARNG and post specific warning and notification requirements.
- 5.8 The system shall provide means for monitoring and integrating with external event sources, such as weather alerts, and activating automatically alerts based on identifying a match with pre-defined conditions.
- 5.9 The system shall incorporate a web-based management and alert activation application through which all operators and administrators will gain access to the system's capabilities, based on their permissions and the defined access policy; such management application will incorporate management of the alert activation flow through all delivery methods, end-users management, operators' permission and access, tracking and reporting as well as all administrative aspects of the system.
- 5.10 The system shall support multiple server configurations to achieve high availability (i.e. no down time in case of failure in a single server) as well as support higher load scenarios (e.g. more users).
- 5.11 The system will include a COOP (Continuity of Operations) Site in an alternate location having 100% of the capacity of the primary site and the ability to provide all system functionality when the primary site is disabled. The data in the COOP site will be synchronized in real time with the primary site.

ALERTS DELIVERY REQUIRMENTS

DESKTOP ALERTS

- 5.12 The system shall activate alerts on users' computers connected to the network, as long as the end-user client software is installed on that computer, there is connectivity to the system server and the user is targeted by the alert.
- 5.13 The system shall be capable of delivering desktop alerts to all connected users' desktops within a maximum of three minutes of alert activation.
- 5.14 Desktop client application shall support authentication using DoD PKI client certificates, stored in DoD Common Access Card (CAC), including use of Electronic Data Interchange Personal Identifier (EDIPI) for authentication.
- 5.15 Desktop client application shall communicate with the system over standard ports and protocols, and shall not require opening or configuring ports, firewalls and proxies.
- 5.16 The system shall store-and-forward alerts to end-users, as long as the alert has not expired or been aborted. The store-and-forward capability shall cater to users who were not on-line when the alert was activated.
- 5.17 The system shall provide targeting alerts to recipients desktops based on logged in user identity (including Windows username, Windows domain name), based on machine name, and based on IP address.
- 5.18 No user shall get a specific alert more than once on their desktop.
- 5.19 Alerts shall appear as desktop popups on the user's desktop with associated audio. The desktop popup(s) shall show on top of all other applications, even when the computer is showing a screen saver or a full screen application (like presentation mode). The only acceptable exception would be when a workstation is locked; in such a case, the desktop popup shall show when the workstation is unlocked.
- 5.20 The desktop popups shall be displayed until acknowledged by the end user, or the alert established time expires. If more than one alert is sent before acknowledged or cancelled, all alert popups shall be displayed in a time-sequenced, tiered fashion.
- 5.21 No end-user intervention shall be required to receive desktop alert popups and hear the audio signals.
- 5.22 Alert popup may include a target URL for presenting additional information, if needed.
- 5.23 Alert popup shall present response options, if defined for the alert. If response options are not defined, the alert popup shall allow tracking of alert acknowledge by recipient.
- 5.24 Alerts shall be both audio and visual and support multiple signal / tone / message types.
- 5.25 Audio and visual attributes of alerts shall be used to indicate alert priorities.
- 5.26 Visual attributes of alerts shall be used to indicate alert activation time, exercise / live condition and alert initiator.
- 5.27 The system shall provide pre-defined popup templates to control the visual aspects of the popup alert. Operators will be able to add or modify such popup templates.
- 5.28 The system shall provide a library of audio signals that can be incorporated into the desktop alerts. Operators will be able to add additional audio signals to this library.

- 5.29 Desktop client application shall support remote installation and updates via Microsoft System Center Configuration Manager or similar enterprise IT Management tools.
- 5.30 Upon installation, the system shall automatically associate the logged-in user according to its EDIPI in the system user database. If the user identity is not found in the database, the system shall automatically create the user, with default parameters and information gathered from the CAC PKI certificate.

PHONE ALERTS

- 5.31 The system shall send alerts to end-users as voice messages to land or mobile phones.
- 5.33 The system shall provide capacity to cover 10,000 phone calls (one-minute-long message) in eight hours.
- 5.35 The system telephony alerting capability shall not require installation of additional telephony equipment on site and shall not require connection to military telephony exchanges; but rather it shall utilize an external telephony call-out capability.
- a. The communication with the external telephony call-out capability shall not compromise recipients' details sensitivity, and shall communicate only the minimum data required to perform the telephony alerting flow; at no circumstance, would recipients personal information, contact details, alerting content or any other sensitive information, be stored on an ongoing basis external to the on-site alerting system
 - b. The communication with the external telephony call-out capability shall use standard ports and protocols.
 - c. The communication with the external telephony call-out capability shall be secured.
 - d. The external telephony call-out service shall be highly available and served from at least two remote sites.
 - e. The external telephony call-out sites shall be secured using best common industry practices.
- 5.36 The system shall support several phone numbers per recipient.
- a. The system shall support import of contact information for recipients from an external user directory.
 - b. The system shall support designation of a phone number as sensitive ("unlisted").
- 5.37 The system shall provide text-to-speech capability.
- 5.38 The system shall be able to distinguish between a live person, answering machine, voice mailbox, or busy signal when delivering notifications.
- 5.39 The system shall be able to leave a message on answering machines or voice mailbox with call-back details, as defined for the alert message.
- 5.40 The system shall support PIN based authentication of end-users.
- 5.41 The system shall let the user to select between the response options defined for the alert message using the phone keypad (DTMF).
- 5.42 The system shall track the response option chosen by the recipient; in case no response options are provided, the system shall track acknowledge of the alert by the recipient.
- 5.43 The system shall have the capability to connect the recipient to a phone conference.
- 5.44 When multiple alerts are being activated concurrently, the higher priority alerts shall get higher priority service than lower priority alerts.
- 5.45 The system shall track and report alert delivery progress and status to voice phone devices.

TEXT ALERTS

- 5.46 The system shall send alerts to end-users as text messages via email, SMS or Blackberry messages.
- 5.47 The system shall support multiple addresses (email, phone numbers) per recipient.
- 5.48 The system shall support import of contact information for recipients from an external user directory.
- 5.49 When using SMS, a long message shall be automatically broken into multiple numbered sections.
- 5.50 The system shall track and report alert delivery progress and response status to text messaging systems.
- 5.51 The system shall support multiple templates for text messages, allowing for easy change of “look & feel”, as applicable per delivery method.

GIANT VOICE ALERTS

- 5.52 The system shall be capable of integrating with locally installed Giant Voice systems, covering internal and external PA systems (installation of such Giant Voice and PA systems is not part of this SOW). The system will need to be interoperable with different Giant Voice Manufactures systems.
- 5.53 The system shall support activation of Giant Voice messages, as specified for the activated alert message, using an XML and/or CAP protocol (subject to existing GV/PA system providing the appropriate interfaces for such external control).
- 5.54 Giant Voice alert messages will specify the voice alert to be activated, and optionally specific GV towers / sirens to be activated, for partial activation.
- 5.55 The system shall support defining Giant Voice activation parameters as part of a predefined alert scenario, as well as setting up Giant Voice activation parameters on the fly.
- 5.56 Giant Voice integration shall support canceling an active alert.

COMMAND-WIDE/REGIONAL MANAGEMENT REQUIREMENTS

- 5.57 The system shall support isolation between the served units at each ARNG base or location, and shall allow separate management of administrators / operators, end-users, scenarios, alerts, and system parameters for each unit, including specifically, integration with subordinate units.
- 5.58 The system shall support setup of different organizational hierarchies per unit.
- 5.59 The system shall incorporate operators permission and access management tools that will enable limiting operators' rights to alert and manage a specific unit (including its end-users / recipients and all other parameters), or multiple such units.
- 5.60 All administration operations, alert activation and alert management shall be supported from remote locations using a web based access to the system' management application, subject to the operator's permission and access policy.
- 5.61 ARNG Readiness Command Center shall be able to define and manage the units supported by the system and shall be able to grant appropriate permissions and access to operators within such units.

- 5.62 The system shall allow complete access and visibility from ARNG Readiness Command Center into all units handled by the system.
- 5.63 ARNG Readiness Command Center shall be able to define system resources that can be shared by all units, including: library of pre-defined alerting scenarios, communication resources etc.
- 5.64 ARNG Readiness Command Center shall be able to define a public set of parameters, delivery templates and audio files for use by all units, allowing centralized management.

OPERATOR ACCESS POLICY REQUIREMENTS

- 5.65 The system shall incorporate a robust access policy management handling operators' permission and access. The operators' access policy will define access permission per operator according to the following:
- a. user-based restrictions on end-users / recipients that the operator may send alerts to or manage;
 - b. content-based restrictions on the type of alerts and alert scenarios the operator is allowed to activate;
 - c. role-based restrictions on the type of actions that the operator can perform including specifically, ability to define operators that can only create "standby" alerts without the right to actually send these alerts out.
- 5.66 The system shall support unrestricted number of operators and shall allow the operators with administration rights to add, remove and manage operators' details and permissions.
- 5.67 The system's access policy shall define which operators can access and use which distribution groups.

ALERT ACTIVATION REQUIREMENTS

- 5.68 The system shall include web-based, user-friendly activation application to control and monitor alerts.
- 5.69 Command directed alert activation shall be performed at the ARNG Readiness Center, but organizations also have the ability to activate from anywhere inside the network using a web browser and a network connection, including from remote locations, as long as the right permission and access privileges are granted.
- 5.70 Recipient groups shall be defined to address a group of recipients, for example, first response team, or all people positioned in an installation.
- a. Recipient group may be defined either as a static list of recipients, or a dynamic list of recipients based on a query, run when the alert is activated.
 - b. There shall be a method to import recipient groups from user directories, including Active Directory / LDAP.
- 5.71 Notification zones shall be defined to address geographical zones.
- 5.72 There shall be a way to associate recipients into appropriate notification zones based on their personal information; for example, building number or zip code.
- 5.73 The system shall enable blocking of users – designating groups of users who should be blocked from receiving a specific alert.
- 5.74 Operators shall be able to specify, per specific alert, or per alert scenario:
- a. One or more recipient groups to target or block
 - b. One or more notification zones to target or block
 - c. One or more individuals to target or block

- 5.75 Operators shall be able to specify, per specific alert, or per alert scenario, which delivery methods should be used for delivering the alert.
- 5.76 The system shall allow delivery of a message to the following, subject to operator's decision:
- operator-specified delivery devices with specified device order,
 - system default delivery devices with default delivery order, or to
 - user specified devices with user specified device order.
- 5.77 Operators shall be able to define multiple response options per alert, or per alert scenario, that the recipient will be able to choose from (i.e. "acknowledge – status healthy" or "acknowledge – status not healthy").
- 5.78 Alert message shall include:
- alert message text and optionally recorded or pre-recorded audio,
 - target recipients group(s), target notification zone(s), target individuals,
 - block recipients group(s), block notification zone(s), block individuals,
 - one or more targeted delivery systems / devices, delivery system specific parameters,
 - one or more response options, to be presented to the end-user,
 - message priority, to control delivery order of messages, when applicable,
 - message expiration time.
- 5.79 The system shall support granular operator permissions model to control what alerts can be sent, via what delivery systems, to what recipient groups, etc.
- 5.80 The system shall have the ability to run multiple simultaneous notifications.
- 5.81 Once alerts are activated, all notifications shall be delivered automatically, without further human intervention.
- 5.82 The system shall support an unlimited number of alert notifications.
- 5.83 Even when a user is a member of several targeted recipient groups or notification zones, a user shall not receive duplicate messages for the same contact address.
- 5.84 A user who is a member of one of the blocked recipient group(s) or notification zone(s) shall not receive the alert, even if a member of one of the targeted recipient group(s) or notification zone(s).
- 5.85 The system shall support scheduled activation of an alert message at a future time.
- 5.86 The system shall support creation of an alert as a "standby" alert, awaiting an operator with the appropriate permission to authorize sending out of such alert.
- 5.87 The system shall have message preview functionality, as applicable for the delivery system.
- 5.88 Once alert is activated, the system shall start calling message recipients on all targeted delivery devices. Once a user responded to the message, alert delivery of that message will cease to that user.
- 5.89 The system shall allow control over call-out flow and conditions: number of retries, timeout between retries, what is considered a message delivery.

ALERT MANAGEMENT REQUIREMENTS

- 5.90 The system shall have a web-based alert management application/dashboard to view all currently active alerts, scheduled alerts as well as archived ones.
- 5.91 The system shall enable tracking delivery and response to each individual alert for each user on each delivery device, as applicable for the delivery method used for message dissemination.
- 5.92 The system shall provide reporting tools to report delivery progress and reach, and responses from recipients.
- 5.93 The system shall support abort of an activated alert message.
- 5.94 The system shall support predefined messages (“alert scenarios”), to speed the alert activation process.
 - a. Predefined messages shall include all message parameters, such as message, target notification delivery systems, target recipient groups, etc.
 - b. On activation, the scenarios may be activated “as is” or be modified.
 - c. There will be a way to categorize scenarios based on subject matter (i.e. Weather-event scenarios, FPCON scenarios, etc.).
- 5.95 The system shall provide capability to the system administrator to modify alert scenarios and add additional scenarios as needed.
- 5.96 The system shall archive all previously activated alerts.
- 5.97 The system shall provide audit trails in order to determine sequence of events and who activated system.

USER AND GROUPS MANAGEMENT REQUIREMENTS

- 5.98 The system shall provide end-user (recipients) management capabilities, allowing:
 - a. viewing defined recipients,
 - b. creating new recipients,
 - c. editing recipients details,
 - d. managing targeting groups and lists,
 - e. importing and exporting recipients data.
- 5.99 The system shall allow management of contact details and device addresses for recipients, designating the appropriate addresses for the end-user.
- 5.100 The system shall support delivery preferences and schedule for recipients: what delivery devices to use and in what order, based on a schedule.
- 5.101 The system shall support designating a contact address as sensitive (“unlisted” address).
- 5.102 The system shall allow creation of custom fields of different types for end-users records; as a minimum, the system shall support
 - a. fields types of text, numeric, logical, memo, single select value, and multiple select value;
 - b. definition of at least 30 new fields;
 - c. once the fields are defined they can be used for querying end-users and for targeting / blocking, and be imported and exported.
- 5.103 The system shall provide a web based UI for recipient’s management.
- 5.104 The system shall limit management of recipients to administrators with appropriate privileges.

- 5.105 The system shall provide a way to designate a subset of recipients accessible and manageable by an administrator.
- 5.106 The system shall allow defining groups of recipients for the purpose of targeting as well as for managing operator's access policies; such groups should be defined based on:
- a. hierarchical organizational structure (as would be imported from Directory Services),
 - b. organizational roles,
 - c. specific distribution lists (i.e. HAZMAT teams),
 - d. dynamic groups created through on-the-fly queries of the user directory,
 - e. geographical locations (i.e. bases, zones within bases),
 - f. Windows domains, usernames and machine names,
 - g. IP addresses (required for targeting devices in specific physical locations).
- 5.107 The system shall allow to import and export recipient's data, including personal information, target groups membership and contact information, using CSV files.
- 5.108 The system shall provide integration with multiple external user directories for import and synchronization of end-users information; once such integration is setup, it shall not require administrator intervention for ongoing operation; for example, synchronization with Active Directory.

USER DATA INTEGRATION AND UPDATES REQUIREMENTS

- 5.109 The system shall provide integration with multiple external user directories for import and synchronization of end-users information; once such integration is setup, it shall not require administrator intervention for ongoing operation.
- 5.110 The system shall support collecting the EDIPI from a client certificate (as stored in the CAC) for positive user identification, and as the unique user identity with all personnel data sources.
- 5.111 The system shall support import and ongoing updates of ARNG unit organizational hierarchy structure, in an automated fashion. Specifically:
- a. The organizational hierarchy generation shall use the personnel and organizational codes to generate the hierarchy, in the proper sorted order.
 - b. The organizational hierarchy generation shall generate separate hierarchies for different units, or in a one unified hierarchy, as needed.
 - c. The organizational hierarchy generation shall be able to add organizational hierarchy nodes, as needed for a specific unit.
 - d. The organizational hierarchy generation shall support hierarchy generation following a directorate structure, as applicable for some units; for example, for ARNG HQ. The directorate structure data shall be taken from office codes appearing in the personnel data feed.
- 5.112 The system shall support defining rules for allocating personnel to units and sub-units, based on personnel codes.
- 5.113 The system shall support import and ongoing updates of personnel attributes, such as rank, status, profession codes, and other attributes (fields) as would be required.
- 5.114 The system shall support, per personnel attribute, to designate the source of the data – a specific external user information repository, import, operator update or self-update.
- 5.115 The system shall support defining rules for updating subsets of data from different sources, with override capability.

- 5.116 The system shall support import and ongoing updates of contact details from the personnel databases.
- 5.117 The system shall support adding, removing and moving personnel between units, based on data coming from the personnel databases.
- 5.118 The system shall allow to import and export recipients' data, including personal information, recipient group's membership and contact information, using CSV files.
- 5.119 The system shall support automatic creation of users based on data coming from client certificates (stored in the CAC); data collected and stored for users shall include, as a minimum, EDIPI, user type (for example, contractor), and email, as stored in the client certificate.
- 5.120 The system shall support web based self-service module, which shall be used by personnel to update their personal details, as necessary; the self-service module shall include positive authentication of the end-user prior to update.
- 5.121 The system shall support use of alerts to remind and request personnel to update their personal details, including tracking of personnel responses; such capability shall be enabled on a command-wide basis, or unit by unit.

COMMUNICATION REQUIREMENTS

- 5.122 The system shall not require opening or maintaining special ports, routers and firewall configurations in the base network configuration.
- 5.123 The system shall support configuration of communication ports other than the standard ones (e.g. 443 for HTTPS), but the system shall not require the use of non-standard ports. Any requirements/ use of ports must be coordinated with the ARNG prior to implementation and identified in an ARNG implementation plan developed jointly between contractor and the ARNG.
- 5.124 The system shall use industry standards, specifically web services, XML and CAP for integration with other systems.

SECURITY REQUIREMENTS

- 5.125 The system must have successfully passed the DIACAP security certification process, with evidence of SSAA documentation.
- 5.126 The system shall support encrypted communication for all incoming and outgoing communication using DoD and industry-standard PKI-encryption technologies.
- 5.127 The system's management application for alert activation, administration and management shall require authentication using username and password.
 - a. Only authenticated users shall be able to login to the alert activation and administration application.
 - b. Designated central administrator(s) will be able to define permissions to users of these organizations specifying their rights and privileges.
- 5.128 The system shall comply with DoD Password Management Guidelines CSC-STD-002-85, and specifically provide:
 - a. control over password complexity parameters (minimal length, character combinations),
 - b. prevent re-use of previous passwords,
 - c. monitor and show failed logins and lock accounts, if needed,
 - d. password expiration,

- e. account expiration.
- 5.129 Access to the system management application shall be role and permission based. Users who do not have the appropriate privileges shall not be exposed to the blocked functionality.
- 5.130 The system shall store passwords in an encrypted form in its database.
- 5.131 All system administration and alert activation activity shall be audited. The audit trail shall exist in a central location, and as a minimum shall record the following details per user action: user-id, object type, what action, source IP. The audit log shall include failed logins.
- 5.132 The system shall provide an easy way to access and review the administration activity audit trail using a web UI.
- 5.133 Integration of the system with external systems shall be secured on multiple levels:
- a. communication level, by using APIs over a secure medium (e.g. HTTPS);
 - b. source identity level, by allowing API requests only from configured IPs;
 - c. message level authentication by including security credentials inside the message.
- 5.134 The system shall support DoD Common Access Card (CAC) authentication and access, with use of Electronic Data InterchARNGe Personal Identifier (EDIPI) for authentication.
- 5.135 The system shall support integration with central user identity systems or Single Sign-On (SSO) systems for end-user authentication.

INTEGRATION REQUIREMENTS

- 5.136 The system shall support integration with multiple alert delivery systems, such as telephone alerting, radio pagers, television alerts, text mobile, Giant Voice and others.
- 5.137 The system shall support integration APIs enabling connection of any external system to the system that will be able to automatically send activated alerts to targeted recipients.
- 5.138 Integration shall be based on web services or XML over HTTP/S, and shall support secure integration and source authentication.
- 5.139 The system shall support CAP (Common Alerting Protocol) for integration and interoperability.
- 5.140 The integration interface with other notification delivery systems shall support, at a minimum, the following API functions from the other notification delivery system –
- a. Exposing locally defined recipient groups, as applicable.
 - b. Exposing system status: operational / down, as applicable.
 - c. Activate a targeted alert, by fully specifying all alert parameters or activating a predefined alert.
 - d. Collecting alert distribution status, either as a summary status or on a more granular basis.
 - e. Aborting an activated alert, for all or only for specific recipients, as applicable.

EVENT MONITORING REQUIREMENTS

- 5.141 The system shall support an option to incorporate event monitoring capability to monitor external event sources and trigger alerts based on matched conditions.
- 5.142 The system shall provide APIs to build monitoring agents that can connect and monitor external event sources, such as databases, content repositories, RSS / Atom feeds, CAP messages etc.

- 5.143 The system shall have mechanisms to avoid duplicate activation of the same alert coming from an external system.
- 5.144 The system shall support setting up and registering such agents by the administrators, and configuring their parameters.
- 5.145 The system shall support two methods for interacting with the monitoring agents, either by 1) listening to events coming from registered agents, or 2) activating and pulling information from the registered agents on a periodic schedule.
- 5.146 The system will allow administrators to define alerting criteria, which, when matched to monitored events, will automatically trigger alerts to the applicable recipient groups.

WEATHER ALERTS REQUIREMENTS

- 5.147 The system shall support, as an option, providing automated weather alerts – alerting all recipients or special interest groups (SIGs) of weather forecasts, conditions, warnings or threats.
- 5.148 The system shall support integration with available public weather warning sources and/or with Army/ARNG weather services using standard protocols such as CAP and RSS.
- 5.149 The system shall support setting up alerting conditions by administrators with appropriate privileges; alerting conditions shall include 1) what source to monitor, 2) what combination of conditions to watch, 3) what geographic area to cover, 4) who to target the alert.

6 Engineering Package

The contractor shall engineer, furnish, install and test (EFI&T) the system as a turn-key system. A detailed Project Support Agreement (PSA) shall assess the exact capabilities, required base support such as installation of electric power or LAN connection, current server capacity and minimum server requirements to support the system server architecture, minimum desktop configurations to support the client architecture and other detailed information as described above to guarantee a fully functional system as outlined in this document. The contractor shall provide a complete package to provide management, engineering, logistic support, training and quality control/assurance. The engineering package shall be completed prior to the installation of the system.

7 Solution Requirements

- 7.1 All parts of the system shall be placed in predetermined locations identified in the PSA, specifically in Arlington Hall Station. Contractor shall conduct all server installation as required, and is responsible for the initial alert configurations of the entire system as described throughout this document and the attached message matrix.
- 7.2 The contractor shall provide one (1) year warranty of all installed equipment with an option for extended warranty/upgrade support.
- 7.3 The contractor shall provide one (1) year of maintenance (patches, upgrades) and 24/7 telephone technical support for the system
- 7.4 The contractor shall provide an on-site technician in less than 72 hours to correct any problems with the system that cannot be solved in less than 24 hours via telephone.
- 7.5 The contractor shall provide all upgrades to the system during the warranty period at no additional cost to the Government.

- 7.6 The contractor shall provide maintenance and support training, covering: required maintenance, contractor logistics support during the warranty period, and detailed user/operator training for all entities authorized to activate and control the system as outlined in this document.
- 7.7 This training shall be provided upon completion of required work to include installation. The contractor shall train specified personnel hands-on on the operations and maintenance of the system. The contractor shall provide hands-on training on the operations of the system to designated personnel. Contractor shall provide hard- and soft-copies of the training material and user manuals to be used by base personnel for future instructions.
- 7.8 NGB-J3 and G6 shall provide concurrence for final design of the system.
- 7.9 All work areas on the installation shall be completely restored to its original condition and shall have all miscellaneous items such as wire clippings, tape, loose wires, etc. completely removed. This includes new areas touched, and existing areas modified to support the system efforts at each system installation location.

8 Deliverable Schedule

- 8.1 Deliverable #1 – Milestone schedule, to include date of Project Support Agreement, date of equipment arrival, date of installation start, date of installation completion. This project shall not start until ARNG has concurred to the Project Support Agreement, and is not considered complete until it has fully accepted the system with no exceptions using the proper Army or DoD form. Contractor shall submit milestone schedule within two weeks of award.
- 8.2 Deliverable #2 – Delivery of Project Support Agreement (PSA) based on Contractor supplied format.
- 8.3 Deliverable #3 – Contractor shall deliver manuals and training materials, both in hard- and soft-copy. Dates will be included in milestone schedule.
- 8.4 Deliverable #4 – Test results, equipment lists to include make, manufacturer, model, and serial number shall be delivered to the ARNG upon completion of the project and during the project acceptance.
- 8.5 Deliverable #5 – Contractor shall provide weekly updates, in-person and/or teleconference, to ARNG Program Manager to provide a complete status of each project milestone.
- 8.6 Deliverable #6 – Contractor shall provide additional technical services, per 3.4.
- 8.7 All deliverables shall be submitted in an electronic format that is compatible with a Windows based system and can be edited by Microsoft Office programs.

9 General Information

- 9.1 Facilities, Supplies and Service - The contractor shall identify any Government furnished resources or other base support required to implement the project using the PSA.
- 9.2 Hours of Work: The contractor shall perform all work during normal working hours, Monday thru Friday, 0800-1700, unless other hours are agreed to by all concerned parties.
- 9.3 Government Review: Government shall review contractor installation proposal, contractor drawings and test results. Government review schedule shall be identified in the Project Support Agreement (PSA). Installation, testing, and acceptance shall be completed prior to job completion.

- 9.4 Standard and References: All installation work shall conform to the Army National Guard system specifications and follow standard installation practices as determined in Army specifications, EIA/TIA standards, IEEE standards, IETF standards, electric codes, UFC criteria, and standard industry practices.
- 9.5 Contractor shall arrange for the off loading and storage of all equipment in an area that the facility management specifies.
- 9.6 Contractor shall advise ARNG about any responsibilities that need to be completed by the facility prior to beginning installation, such as AC power, cable to location, etc., and document these requirements in the Project Support Agreement.
- 9.7 All ARNG specified safety standards shall be strictly followed.
- 9.8 Issues affecting contractor access shall be addressed. Escorts shall be provided as required. No Privacy Act information shall be involved in this implementation.

10 Alert Message

The contractor will provide predefined DoD alert messages to ARNG. EXAMPLE:

Condition	Application	Considerations
FPCON NORMAL	Applies when a general global threat of possible terrorist activity exists.	Warrants a routine security posture.
FPCON ALPHA	Applies when there is an increased general threat of possible terrorist activity against personnel or facilities, the nature and extent of which are unpredictable.	ALPHA measures must be capable of being maintained indefinitely.
FPCON BRAVO	Applies when an increased or more predictable threat of terrorist activity exists.	Sustaining BRAVO measures for a prolonged period may affect operational capability and relations with local authorities.
FPCON CHARLIE	Applies when an incident occurs or intelligence is received indicating some form of terrorist action or targeting against personnel or facilities is likely.	Implementation of CHARLIE measures will create hardship and affect the activities of the unit and its personnel.
FPCON DELTA	Applies in the immediate area where a terrorist attack has occurred or when intelligence has been received that terrorist action against a specific location or person is imminent.	Normally, this FPCON is declared as a localized condition. FPCON DELTA measures are not intended to be sustained for substantial periods.

ADDITIONAL TERMS AND CONDITION

Contracting Officer Representative (COR) – Authority and Responsibility

All contracting actions and/or correspondence should be forwarded through the COR. The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of the contractor's performance. The COR is NOT an Administrative Contracting Officer (ACO) and does not have authority to take

any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other term and condition of the contract, or to direct the accomplishment of effort that goes beyond the scope the statement of work in the contract.

When, in the opinion of the contractor, the COR requests efforts outside the existing scope of the contract, the contractor shall promptly notify the contracting officer in writing. The contractor under such direction shall take no action until the contracting officer has resolved the issue or has otherwise issued a modification to the contract.

In the absence of the Primary COR (due to reasons such as leave, illness, and official travel), all responsibilities and functions assigned to the Primary COR shall be the responsibility of the Alternate COR (if appointed) acting on behalf of the Primary COR.

Manpower Reporting – Contractor Responsibility and Obligation

The Secretary of the Army has implemented Accounting for Contract Services. This initiative has been put in place to obtain better visibility of the contractor service workforce. The Assistant Secretary of the Army (Manpower and Reserve Affairs) and the Assistant Secretary of the Army (Acquisition, Logistics and Technology) have implemented guidance to comply with this DoD Business Initiative Council (BIC) sponsored initiative. These contract reporting requirements are mandatory. By acceptance of this contract and performance under this contract, the contractor agrees to comply with these reporting requirements.

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site [Contractor Manpower Reporting (CMR) System] where the contractor will report ALL contractor manpower (including sub-contractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address:

<https://contractormanpower.army.pentagon.mil>

The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (National Guard Bureau UIC is W00QAA); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

Invoice Preparation & Submittal Instructions for Wide Area Workflow (WAWF)

Invoice Format

An invoice is a written and/or electronic request for payment under the contract for supplies delivered or for services rendered. In order to be proper, an invoice must include, as applicable, the following:

- a. Name and address of the contractor
- b. Invoice Date
- c. Contract Number, or other authorization for supplies delivered or services performed (including order number and contract line item number)
- d. Name and address of contractor official to who payment is to be sent (must be the same as that in the contract or on a proper notice of assignment)
- e. Name (where practical), title, phone number and mailing address of person to notified in the event of a defective invoice.
- f. Any other information or documentation required by other requirements of the contract (such as evidence of shipment)
- g. Invoices should match terms and CLIN structure of the contract for ease of payment by Defense Finance and Accounting Service (DFAS).
- h. Invoices shall be processed by Contractor for approval and payment within 5 working days of the completion of work.
- i. Receipt of payments by a representative of the contractor's designated bank shall constitute a full accord and satisfaction of the Government's obligation under the contract to the extent of the amount of the payment made.
- j. This contract requires invoice submittal in accordance with Wide Area Workflow (WAWF). Submit one electronic original of all invoices to DFAS. **IMPORTANT:** DFAS must receive electronic submittal from the contractor in compliance with DFARS 252.232-7003. The COR(s) will certify all invoices for payment. For payment inquiries after submittal, please contact the DFAS Customer Service Desk or visit the Vendor Pay Inquiry System at the following web address: <http://www.dfas.mil/money/vendor/>

WIDE AREA WORKFLOW INVOICE INSTRUCTIONS: Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

- Wide Area Workflow (WAWF) (see instructions below)
- Web Invoicing System (WInS)(<https://ecweb.dfas.mil>)
- American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats (<http://www.X12.org> and <http://www.dfas.mil/ecedi>)
- Other (please specify)_____

WAWF is the preferred method to electronically process vendor request for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order.

Questions concerning payments should be directed to the Defense Finance and Accounting Service **DFAS LIMESTONE, 1-800-756-4571 Option 2, Option 3.** Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/contractorpay.html>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

- TYPE OF DOCUMENT** **[Check the appropriate block]**
- [Commercial Item Financing](#)
- [Construction Invoice](#) (Contractor Only)
- [Invoice](#) (Contractor Only)
- [Invoice and Receiving Report \(COMBO\)](#)
- [Invoice as 2-in-1 \(Services Only\)](#)
- [Performance Based Payment](#) (Government Only)
- [Progress Payment](#) (Government Only)
- [Cost Voucher](#) (Government Only)
- [Receiving Report](#) (Government Only)
- [Receiving Report With Unique Identification \(UID\) Data](#) (Government Only)

UID is a new globally unique "part identifier" containing data elements used to track DoD parts through their life cycle.

- [Summary Cost Voucher](#) (Government Only)

ISSUE /ADIMIN BY DODAAC: **W9133L**

INSPECT BY DODAAC: **F9WFJS**

ACCEPT BY DODAAC: **F9WFJS**

SHIP TO DODAAC:

LOCAL PROCESSING OFFICE DODDAC: *N/A*

PAYMENT OFFICE FISCAL STATION CODE: **F67100**

CONTACT INFORMATION

Contracting Officer : (b) (6) at 703-607-1238 or (b) (6) [@us.army.mil](mailto:(b) (6)@us.army.mil)

Contracting Officer's Representative (COR) : (b) (6) at 703-604-4086 or
(b) (6) [@us.army.mil](mailto:(b) (6)@us.army.mil)

Contractor: Reliable Government Solutions (RGS), Inc.
3002 Gazebo Court, Silver Spring, MD 20904 301-572-4190
DUNS: 091228119 TIN: 522338665

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 30-SEP-2011 TO 15-DEC-2011	N/A	SEE SCHEDULE N/A N/A AA N/A FOB: Destination	SCHED1
0002	POP 30-SEP-2011 TO 15-DEC-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

(b) (4)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	JUN 2010
52.219-14	Limitations On Subcontracting	DEC 1996
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2009)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

X ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

X ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5).

___(4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

___ (4) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (5) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (6) [Reserved].

___ (7)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (8)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

___ (9) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (10)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

___ (11) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (12) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (13)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (14) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (15) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (16) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (17) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).

X (18) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

X (19) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

X (20) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

X (21) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

___ (22) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (23) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (24) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (25) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (26) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) (Not Applicable until May 21, 2009.)

___ (27)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

___ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) .

___ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

- ___ (30) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ___ (31) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (FEB 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ___ (ii) Alternate I (JAN 2004) of 52.225-3.
- ___ (iii) Alternate II (JAN 2004) of 52.225-3.
- ___ (32) 52.225-5, Trade Agreements (MAR 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))
- ___ (37) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- _X_ (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ___ (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)
- ___ (40) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- ___ (41) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- ___ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (APR 2003) of 52.247-64.

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

____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Section 1553 of Pub. L. 111-5). Applies to subcontracts funded under the Act.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009). (Not applicable until May 21, 2009.)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.219-17 SECTION 8(a) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

- (1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).
- (2) Except for novation agreements and advance payments, delegates to the National Guard Bureau the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.
- (3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.
- (4) To notify the National Guard Bureau Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.
- (5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the National Guard Bureau.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

Small Business Administration
Washington D.C. District Office
740 15th Street NW Suite 300 Washington, DC 20005
United States
Phone: 202-272-0345

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH ORDER/ AGREEMENT NO W9133L-12-P-0102		2. DELIVERY ORDER/ CALL NO W9133L		3. DATE OF ORDER/CALL (YYYYMMDD) 2012 Aug 10		4. REQ / PURCH REQUEST NO 0010205216-0001		5. PRIORITY					
6. ISSUED BY NGB-ZC-AQ - W9133L 111 SOUTH GEORGE MASON DR BLDG. 2, 4TH FLOOR ARLINGTON VA 22204-1373				7. ADMINISTERED BY (if other than 6) SEE ITEM 6				8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)					
9. CONTRACTOR RELIABLE GOVERNMENT SOLUTIONS INCORPORAT NAME CHIEU VAN LE AND 3002 GAZEBO CT ADDRESS SILVER SPRING MD 20904-1867				CODE 3G0C9		FACILITY		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED			
						12. DISCOUNT TERMS Net 15 Days		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15					
14. SHIP TO ARNG ARNG 111 S. GEORGE MASON ARLINGTON 22204				CODE W81MNB		15. PAYMENT WILL BE MADE BY DFAS-INDY VP GFEB5 HQ0490 8899 E 56TH STREET INDIANAPOLIS IN 46249-3800				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16. TYPE OF ORDER		DELIVERY/ CALL		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract									
PURCHASE		<input checked="" type="checkbox"/>		Reference your quote dated 2012 Jul 16 Furnish the following on terms specified herein REF:									
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.													
NAME OF CONTRACTOR				SIGNATURE				TYPED NAME AND TITLE				DATE SIGNED (YYYYMMDD)	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies													
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*		21. UNIT		22. UNIT PRICE		23. AMOUNT	
SEE SCHEDULE													
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA TEL: (703) 604-4428 EMAIL: (b)(6)@us.army.mil BY: (b)(6)				(b) (6)		25. TOTAL		(b) (4)	
										26. DIFFERENCES			
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED													
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS			
f. TELEPHONE NUMBER			g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
36. I certify this account is correct and proper for payment.						31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				34. CHECK NUMBER			
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER								35. BILL OF LADING NO.			
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		40. TOTAL CONTAINERS		41. S/R ACCOUNT NO		42. S/R VOUCHER NO.			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Enterprise Server FFP		Each	(b) (4)	(b) (4)
	Contractor shall provide in accordance with the Performance Work Statement, and the Contractor's price proposal Quote #120711-DK dated July 16, 2012. FOB: Destination PURCHASE REQUEST NUMBER: 0010205216-0001				

NET AMT (b) (4)

ACRN AA (b) (4)
CIN: GFEB001020521600001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	IWS Alerts Licenses 1000 FFP		Lot	(b) (4)	(b) (4)
	Contractor shall provide in accordance with the Performance Work Statement, and the Contractor's price proposal Quote #120711-DK dated July 16, 2012. FOB: Destination PURCHASE REQUEST NUMBER: 0010205216-0001				

NET AMT (b) (4)

ACRN AA (b) (4)
CIN: GFEB001020521600002

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Annual Fee: Telephony Comm Service FFP Contractor shall provide in accordance with the Performance Work Statement, and the Contractor's price proposal Quote #120711-DK dated July 16, 2012. FOB: Destination PURCHASE REQUEST NUMBER: 0010205216-0001		Lot	(b) (4)	(b) (4)

NET AMT (b) (4)

ACRN AA (b) (4)
CIN: GFEB001020521600003

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Annual Fee: Prepaid Communications Pack FFP Contractor shall provide in accordance with the Performance Work Statement, and the Contractor's price proposal Quote #120711-DK dated July 16, 2012. FOB: Destination PURCHASE REQUEST NUMBER: 0010205216-0001		Each	(b) (4)	(b) (4)

NET AMT (b) (4)

ACRN AA (b) (4)
CIN: GFEB001020521600004

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Training Onsite Sessions FFP Contractor shall provide in accordance with the Performance Work Statement, and the Contractor's price proposal Quote #120711-DK dated July 16, 2012. FOB: Destination PURCHASE REQUEST NUMBER: 0010205216-0001		Each	(b) (4)	(b) (4)

NET AMT

(b) (4)

ACRN AA
 CIN: GFEB001020521600005

(b) (4)

PERFORMANCE WORK STATEMENT

Electronic Alert Notification System
Statement of Work

INTENT

The National Guard Bureau (Guard), Arlington, VA, intends to award a firm-fixed price contract to Reliable Government Solutions (RGS), Inc. The awarded contract will be a base year plus four option years and will provide mass alerting communication services, licenses, and operator training.

ACQUISITION OBJECTIVE

The objective of this acquisition is to maintain the capability using the AtHoc communication system that was installed in FY 11 and is currently the primary notification method for NGB. The AtHoc system is already installed and functioning at NGB. This statement of work is for the continuation of licenses for use of the software, communication services necessary to send the alerts, and training for operators and administrators of the NGB system. The Government's intends to award a contract for one (1) base year. The awarded contract will provide for product licenses, communication services, and training as identified in the RGS, inc quote (attached) and the option to exercise four additional periods for follow-on (future) services. Follow-on services will be exercised at the discretion of the Government and negotiated as needed. The period of performance for this requirement is one year from date of award.

BACKGROUND:

The National Guard relies on the AtHoc notification system to process alerts and recall personnel in times of national emergencies and disasters. This capability cannot be discontinued as it is the most efficient, effective and timely process to alert and recall personnel. The lapse of licenses to use AtHoc for alert notification will severely degrade the mission effectiveness of the NGB.

1.0 SCOPE

The National Guard Bureau (NGB) has a requirement for the following:

- 1) AtHoc IWS Alerts, Enterprise Server, Base/No Users Annual Lic + (b) (4)
(b) (4)
- 2) AtHoc IWS Alerts, COR Premium User CAL (Desktop+Telephony+Email+Text)
(b) (4)

The AtHoc IWS Alerts mass notification system uses the IP network to send critical audio/visual alerts to personnel via all connected channels and devices. The Annual

license for use of the AtHoc system on the NGB Server will be in accordance with the AtHoc Standard Software License and Services dated 10/3/08.

3) Telephony Comm Service – Phone, SMS, Fax, TTY/TTD Comm Srvc 1 Yr.
Unified Notifications to All Devices (25 reserved lines)

4) Pre-paid Communication transactions Pack (b) (4) per the AtHoc Standard License and Terms of Agreement, Exhibit B - Communication Service Subscription Terms.

This communication pack provides approximately 13 alert transactions to 1,000 personnel. The exact number of transactions will be based on the type of transaction and number of personnel alerted. The contractor shall provide NGB a quarterly report of transaction usage.

5) One On-site Training Session (b) (4) – location: 111 S. George Mason Dr. Arlington, VA)

This training will provide a refresher for operators and administrators who use the system and new training to any operators and administrators who are new to the organization.

1.01 CONTRACT TYPE

- a. This request is for a firm-fixed price contract.
- b. Price proposals must include all requirements listed in the Statement of Work.
- c. The Government will not accept proposals that include separate charges for time and materials.

1.02 PERIOD OF PERFORMANCE:

The base year period of performance is one year from date of award.

1.03 PLACE OF PERFORMANCE:

The place of performance shall be the Army National Guard Readiness Center (ARNGRC, 111 S. George Mason Dr., Arlington, VA),

1.04 GOVERNMENT FURNISHED EQUIPMENT

No Government Furnished Equipment is provided/needed by this contract.

1.05 LICENSES

No additional licenses are required except those identified in the scope. Terms of licenses are identified in the AtHoc Standard License and Service Terms and Conditions dated 03 Oct 2008.

2.0 TECHNICAL REQUIREMENTS

2.01 TECHNICAL SUPPORT

The contractor shall provide an on-site technician in less than 72 hours to correct any problems with the software that cannot be solved in less than 24 hours via telephone or the NGB Alert Notification Helpdesk. In accordance with the AtHoc Standard License and Service Terms and Conditions dated 03 Oct 2008, AtHoc will provide Licensee with Software Assurance and Technical Support for the Software, subject to AtHoc's receipt of the then-current fees applicable at the time such services are ordered, and subject further to the terms of AtHoc's then-current Software Assurance and Technical Support policy. AtHoc reserves the right to amend its Software Assurance and Technical Support policy and applicable fees upon written notice to Licensee.

2.02 TRAINING:

Training is to be held at 111. S. George Mason Drive, Arlington, VA 22204. The training provides a refresher for operators and administrators who use the system and new training to any and administrators who have joined the organization. The NGB may identify specific areas of concern to be highlighted during the training session within 2 months of the training date being determined. The training will be conducted at a location coordinated with the POC identified by the COR after contract award.

2.03 DELIVERABLES SCHEDULE

Deliverable 01: Training session shall be scheduled within 6 months of contract award.

3.0 PERFORMANCE REQUIREMENTS

Training shall be performed by factory-trained personnel.

4.0 SECURITY REQUIREMENTS: COMPLIANCE WITH DOD/FEDERAL STANDARDS AND REGULATIONS:

This contract is for licenses for an existing system. All security requirements are the responsibility of the Government.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 10-AUG-2012 TO 09-AUG-2013	N/A	ARNG ARNG 111 S. GEORGE MASON ARLINGTON 22204 FOB: Destination	W81MNB
0002	POP 10-AUG-2012 TO 09-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81MNB
0003	POP 10-AUG-2012 TO 09-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81MNB
0004	POP 10-AUG-2012 TO 09-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81MNB
0005	POP 10-AUG-2012 TO 09-AUG-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81MNB

WAWF INSTRUCTIONS

GENERAL INVOICE PREPARATION & SUBMITTAL INSTRUCTIONS:

1. Any questions on allow ability of charges are to be directed to the Contracting Officer prior to commitment. Any requirement which would increase the amount of the contract must be accomplished by the Contracting Officer through an issuance of a modification.
2. Invoices will be submitted and processed through Wide Area Workflow-Receipt and Acceptance (WAWF-RA) in accordance with DFARS 252.232-7003, Electronic Submission of Payment Requests. Information regarding WAWF-RA is available on the internet at <https://wawf.eb.mil>.
3. An invoice is a written and/or electronic request for payment under the contract for supplies delivered or for services rendered. In order to be proper, an invoice must include, as applicable, the following:
 - a. Name and address of the contractor
 - b. Invoice Date
 - c. Contract Number, or other authorization for supplies delivered or services performed (including order number and contract line item number)
 - d. Name and address of contractor official to who payment is to be sent (must be the same as that in the contract or on a proper notice of assignment)
 - e. Name (where practical), title, phone number and mailing address of person to notified in the event of a defective invoice.
 - f. Any other information or documentation required by other requirements of the contract (such as evidence of shipment)
 - g. Invoices should match terms and CLIN structure of the contract for ease of payment by Defense Finance and Accounting Service (DFAS).
 - h. Invoices shall be processed for approval and payment within 5 working days of the completion of work.
 - i. Receipt of payments by a representative of the contractor's designated bank shall constitute a full accord and satisfaction of the Government's obligation under the contract to the extent of the amount of the payment made.
 - j. This contract requires invoice submittal in accordance with Wide Area Workflow (WAWF). Submit one electronic original of all invoices to DFAS. IMPORTANT: DFAS must receive electronic submittal from the contractor in compliance with DFARS 252.232-7003. The COR(s) will certify all invoices for payment. For payment inquiries after submittal, please contact the DFAS Customer Service Desk or visit the Vendor Pay Inquiry System at the following web address: <http://www.dfas.mil/money/vendor/>

WIDE AREA WORKFLOW INVOICE INSTRUCTIONS: *Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.*

Wide Area Workflow (WAWF) (see instructions below)

- Web Invoicing System (WInS)(<https://ecweb.dfas.mil>)
- American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats (<http://www.X12.org> and <http://www.dfas.mil/ecedi>)
- Other (please specify)_____

DFAS POC and Phone: DFAS INDIANAPOLIS, 1-888-332-7366, Option 2, Option 3

WAWF is the preferred method to electronically process vendor request for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order.

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) INDIANAPOLIS, 1-888-332-7366, Option 2, Option 3. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/contractorpay.html> . Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

TYPE OF DOCUMENT **[Check the appropriate block]**

- [Commercial Item Financing](#)
- [Construction Invoice](#) (Contractor Only)
- [Invoice](#) (Contractor Only)
- [Invoice and Receiving Report \(COMBO\)](#)
- [Invoice as 2-in-1 \(Services Only\)](#)
- [Performance Based Payment](#) (Government Only)
- [Progress Payment](#) (Government Only)
- [Cost Voucher](#) (Government Only)
- [Receiving Report](#) (Government Only)
- [Receiving Report With Unique Identification \(UID\) Data](#) (Government Only)

UID is a new globally unique "part identifier" containing data elements used to track DoD parts through their life cycle.

[Summary Cost Voucher](#) (Government Only)

ISSUE BY DODAAC: **W9133L**

ADMIN BY DODAAC: **W9133L**

INSPECT BY DODAAC: **W81MNB**

ACCEPT BY DODAAC: **W81MNB**

SHIP TO DODAAC: **N/A**

LOCAL PROCESSING OFFICE DODDAC: **N/A**

PAYMENT OFFICE FISCAL STATION CODE: **HQ0490**

ACCOUNTING AND APPROPRIATION DATA



COR
GOVERNMENT CONTRACTING PERSONNEL:

Contracting Officer (CO)

(b) (6)
703.604.4428

(b) (6) [@us.army.mil](#)

Contracting Officer's Representative (COR)

(b) (6)
703-607-5761

(b) (6) [@us.army.mil](#)

CONTRACTING OFFICER'S REPRESENTATIVE (COR):

All contracting actions and/or correspondence should be forwarded through the COR. The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of the contractor's performance. The COR is NOT an Administrative Contracting Officer (ACO) and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other term and condition of the contract, or to direct the accomplishment of effort that goes beyond the scope the statement of work in the contract.

When, in the opinion of the contractor, the COR requests efforts outside the existing scope of the contract, the contractor shall promptly notify the contracting officer in writing. The contractor under such direction shall take no action until the contracting officer has resolved the issue or has otherwise issued a modification to the contract.

In the absence of the Primary COR (due to reasons such as leave, illness, and official travel), all responsibilities and functions assigned to the Primary COR shall be the responsibility of the Alternate COR (if appointed) acting on behalf of the Primary COR.

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2012)

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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

___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

___ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

X (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (11) [Reserved]

X (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

____ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

____ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (iv) Alternate III (Jul 2010) of 52.219-9.

____ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

X (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

____ (ii) Alternate I (June 2003) of 52.219-23.

____ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

____ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

____ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

____ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

____ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).

X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

____ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

____ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

____ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

____ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

____ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

____ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

____ (ii) Alternate I (Dec 2007) of 52.223-16.

____ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

- ____ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ____ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (MAY 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).
- ____ (ii) Alternate I (Mar 2012) of 52.225-3.
- ____ (iii) Alternate II (Mar 2012) of 52.225-3.
- ____ (iv) Alternate III (Mar 2012) of 52.225-3.
- ____ (41) 52.225-5, Trade Agreements (MAY 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ____ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ____ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)
- ____ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ____ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ____ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- ____ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ____ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- ____ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ____ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- ____ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)
- ____ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).
- ____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

_____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

_____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

_____ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

_____ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

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

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JAN 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)