

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)			RATING	PAGE OF PAGES 1 25	
2. CONTRACT (Proc. Inst. Ident.) NO. W9113M-04-C-0012		3. EFFECTIVE DATE 13 Nov 2003		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND P.O. BOX 1500 HUNTSVILLE AL 35807-3801		CODE W9113M	6. ADMINISTERED BY (If other than Item 5) DCMA VIRGINIA 10500 BATT LEVIEW/PKWY SUITE 200 MANASSAS VA 20109-2342			CODE S2404A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) THE WEXFORD GROUP INTERNATIONAL INC 8381 OLD COURTHOUSE ROAD SUITE 300 VIENNA VA 22182-3818				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT	
CODE 0T3C1		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
11. SHIP TO/MARK FOR See Schedule		CODE		12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 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						\$500,000.00	
16. TABLE OF CONTENTS							
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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 AND TITLE OF CONTRACTING OFFICER			
19B. NAME OF CONTRACTOR				19C. DATE SIGNED		20B. UNITED STATES OF AMERICA	
BY _____ (Signature of person authorized to sign)						20C. DATE SIGNED 14-Nov-2003	
				BY _____ (Signature of Contracting Officer)			

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

LETTER CONTRACT

- a. This document constitutes a contract on the terms and conditions set forth herein and signifies the intention of the U.S. Army Space and Missile Defense Command (USASMDC) to execute a formal FFP type contract for the performance of the effort as set forth herein.
- b. In accordance with Federal Acquisition Regulation (FAR) Clause 52.216-23 entitled "Execution and Commencement of Work," you are directed to proceed immediately to commence performance of the work, and to pursue such work with all diligence to the end that the effort may be performed within the time specified in Section F hereof. You are reminded that, pending definitization, the maximum liability of the Government is as stated in FAR Clause 52.216-24, "Limitation of Government Liability," incorporated in full text in Section I herein.
- c. In accordance with Defense FAR Supplement (DFARS) 252.217-7027 entitled "Contract Definitization," you shall submit a FFP proposal for the effort covered by this document. Your proposal should be supported by a cost breakdown reflecting the factors outlined in FAR 15.408, Table 15-2, "Instructions for Submitting Cost/Price Proposals when Cost or Pricing Data are Required," and such other information as may be specified herein. A Certificate of Current Cost or Pricing Data shall be submitted upon agreement on contract price.
- d. The definitive contract resulting from this undefinitized action shall not exceed [REDACTED] (exclusive of travel).
- e. Please indicate your acceptance of the foregoing by signing the attached Standard Form 26 and returning it with all supporting documentation to the issuing office.
- f. This contract is entered into pursuant to 10 U.S.C. 2304(c)(2) and any required justification and approval has been executed.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Advisement Services FFP-LOE	█	█	█	█
	Work as set forth in statement of work titled IED Task Force, dated 3 Nov 03, task 2.1 (2.1.1 through 2.1.6.1) incorporated by reference as set forth in Section J.				
				NET AMT	\$55,762.44
				CEILING PRICE	█
	ACRN AA Funded Amount				\$55,762.44
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Augmentation of Investigative Teams FFP-LOE	█	█	█	█
	Work as set forth in statement of work titled IED Task Force, dated 3 Nov 03, task 2.2 (2.2.1.1 through 2.2.1.3) incorporated by reference as set forth in Section J.				
				NET AMT	\$283,965.00
				CEILING PRICE	█
	ACRN AA Funded Amount				\$283,965.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Other Direct Costs FFP Costs as set forth in the Wexford Group's proposal titled "Advisement and Support Team and Augmentation of Investigative Team Services," dated 3 Nov 03, page 12 incorporated herein by reference as set forth in Section J.				
					NET AMT
					\$119,013.00
ACRN AA Funded Amount					\$119,013.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Travel COST No obligation can be incurred under this CLIN without the direct written approval from the technical monitor or his designee specified in Section H of this contract. See payment schedule - contractor can invoice monthly for travel expenses incurred.				
					ESTIMATED COST
					\$41,259.56
ACRN AA Funded Amount					\$41,259.56

FOB: Destination

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LEVEL OF EFFORT:

a. In the performance of CLINs 0001 and 0002 of this contract, the contractor shall provide the following level of effort within the time period as set forth in Section F hereof:

<u>DIRECT PRODUCTIVE PERSON HOURS LEVEL OF EFFORT</u>	<u>COMPOSITE RATE PER HOUR</u>	<u>TOTAL</u>
CLIN 0001 -		
CLIN 0002 -		

b. DPPH are defined as prime contractor, subcontractor, and consultant actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences.

c. In accordance with FAR 16.207-2, entitlement to payment is based on the effort expended and the determination by the Government that the effort, materials/equipment, and reports called for have been provided and are acceptable.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.247-34

F.O.B. Destination

NOV 1991

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PERIOD OF PERFORMANCE:

The contractor shall provide all level of effort, material/equipment, data, and reports required by CLIN 0001 within 210 days from the date of the award of the contract.

The contractor shall provide all level of effort, material/equipment, data, and reports required by CLIN 0002 within 240 days from the date of the award of the contract.

The contractor shall provide all level of effort, material/equipment, data, and reports required by CLIN 0003 within 240 days from the date of the award of the contract.

The contractor shall provide all level of effort, material/equipment, data, and reports required by CLIN 0004 within 240 days from the date of the award of the contract.

DELIVERY OF DATA:

a. All data shall be delivered IAW FAR 52.247-34, F.O.B. Destination, as specified in Block 14 of DD Form 1423. The contractor shall furnish the Contracting Officer one (1) copy of the transmittal letters submitting data requirements to the Technical Monitor.

b. Acceptance by the Government of all items delivered hereunder shall be at destination.

Section G - Contract Administration Data

INVOICING AND VOUCHERING

a. The contractor shall identify on each invoice/voucher: (1) the accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA," (2) the contract line item number (CLIN) which pertains to the charges billed, and (3) the contract number., (4) the Taxpayer Identification Number (TIN). Invoices/vouchers will be returned to the vendor without payment if a TIN is not provided. Therefore, also include in the address block, the Tax Identification Number, a point of contact, and the telephone number. The vendor shall submit a DD Form 250 with the shipment in accordance with the clause identified in Section I of this contract.

The invoice/shall be submitted to [REDACTED] at the address below, for certification prior to submission to the DFAS address in Block 12.

Department of the Army
 [REDACTED]
 400 Army Pentagon, [REDACTED]
 Washington, DC 20301

b. The contractor can submit invoices monthly for expenses incurred for each CLIN.

ACCOUNTING AND APPROPRIATION DATA

AA: 21 4 2020 0000 1D-1DD4 P135197-252G MDEP: RJS1 S19130 JONO: 4S2BM1 CCM: 741920
 AMOUNT: \$500,000.00

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IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters	Technical Matters
NAME:	[REDACTED]	[REDACTED]
ORGANIZATION CODE:	[REDACTED]	[REDACTED]
TELEPHONE NUMBERS: COMMERCIAL:	[REDACTED]	[REDACTED]
DEFENSE SWITCHED NETWORK (DSN):	[REDACTED]	
EMAIL:	[REDACTED]	[REDACTED]

Section H - Special Contract Requirements

CONTINGENCY WAR CLAUSE

The government may direct the contractor to perform in support of a contingency operation or exercise outside the continental United States (OCONUS), as provided by law or defined by the applicable Army Service Component Command. Services may be performed in the identified area of operations, also known as theater of operations, or in support of the OCONUS contingency operation or exercise. In the event contractor employees are deployed into the OCONUS area of operations in support of a contingency operation or exercise, the following items and conditions will apply:

1. Accounting for Personnel:

a. Prime contract and subcontractor personnel shall not be deployed to an OCONUS area without prior notification to and approval of the Contracting Officer. The contractor shall report to the Contracting Officer its employees entering and leaving the area of operations and shall report its employees in the area of operations by name and by location. This notification is in addition to the CIVTRACKS requirement described in the following paragraphs.

b. The contractor shall utilize the web-based [REDACTED] database for maintaining accountability of all contractor employees deploying/deployed OCONUS in an operational theater. The database can be accessed at [REDACTED]. The input form is designed to capture certain critical data on each deployed DA civilian and contractor employee to track location of contractor personnel in theater and to assist in positive identification of correct next of kin should notification be required due to serious injury, death, or if a contractor employee becomes missing in action. All blocks on the form must have the appropriate requested entry before it can be submitted. Data to be captured on all deployed Department of the Army contractor employees includes:

- (1) Name
- (2) SSAN
- (3) Type of civilian (contractor)
- (4) Operation and system supported
- (5) Agency/Company 24/7 point of contact with telephone number, cognizant contracting office with telephone number, location, and date entering and leaving the location.

c. A userid and password are required for log-on to [REDACTED]. Brief instructions are posted to the Collaboration Center on the Army Knowledge On-Line (AKO) website. To subscribe to the Civilian Personnel Community in the AKO Collaboration Center and open the appropriate file:

- (1) Log on to AKO.
- (2) Sign in.
- (3) Select the "Collaborate" tab.
- (4) Select [REDACTED] in the left-hand window.
- (5) Select [REDACTED]
- (6) If you have not already subscribed, [REDACTED] should appear in the unsubscribed Army Communities Section of the right-hand window. Simply check it and select "subscribe" on the tool bar. (On-line help is also available here.)
- (7) Select [REDACTED]

d. Initially, deployed personnel shall enter data into [REDACTED] before departing home station. The deployed employee has ultimate responsibility for ensuring data is updated each time the deployed individual changes duty location, e.g., upon arrival/departure from CONUS Replacement Center (CRC); upon arrival at the supported unit/organization; assignment to another unit/location; departure from the unit of assignment, etc. Data must be updated each and every time there is a change in duty location while deployed.

e. To protect the integrity of data captured in CIVTRACKS, individuals inputting data will not be able to immediately retrieve data from the system. Once data is submitted, it is protected by a firewall, and only authorized personnel with the appropriate user ID and password will be able to extract data from the system in the form of reports.

2. Management.

a. During a crisis situation or deployment, DA civilians are under the command and control of the on-site supervisory chain. Within the area of operations, this chain is headed by the Theater Commander, who is the senior military commander and responsible for completion of the mission and the safety of all deployed military, DA civilians, and contractor employees. However, for contractor employees, indirect command and control is tied to the terms and conditions of the contract and is achieved through contract modifications and assimilation of Theater Commander directive/orders. Therefore, contractual language takes precedence over the contractor's internal organizational/corporate policies. The Contracting Officer is the only Government official with authority to modify the requirements or terms and conditions of the contract.

b. The contractor shall ensure that all contractor and subcontractor employees comply with all applicable guidance, instructions, and general orders issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety. Should there be a conflict with contractual provisions, the Procuring Contracting Officer will be immediately notified to resolve any conflict.

c. The contractor shall comply and shall ensure that all deployed prime contract employees and subcontractor employees comply with pertinent Department of the Army and Department of Defense directives, policies, and procedures, Federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces and or U.S. citizens in the area of operations. The Contracting Officer will resolve disputes.

d. The contractor shall at all times be responsible for the professional conduct of its employees and for the employees of its subcontractors.

e. The contractor shall promptly resolve, to the satisfaction of the Contracting Officer, all contractor employee performance and conduct problems identified by the cognizant Contracting Officer or his/her designated representative.

f. The Contracting Officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

3. Risk Assessment and Mitigation.

a. The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions.

b. The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

c. The contractor will ensure that all deployable employees are medically and physically fit to endure the rigors of deployment in support of a military operation.

d. If a contractor employee departs an area of operations without permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement must be complete within 72 hours, unless otherwise directed by the Contracting Officer.

e. The contractor will designate and provide contact information for a point of contact and back up for all its plans and operations, and, if necessary, establish an operations center to plan and control the contractor deployment process and resolve operations issues with the deployed force.

f. As required by the operational situation, the government may, at its discretion, relocate contractor personnel (who are citizens of the United States, aliens in residence in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. The State Department has responsibility for evacuation of non-essential personnel.

4. Funding.

a. The contractor will prepare plans for support of military operations as required by contract or as directed by the Contracting Officer.

b. The contractor will provide a cost estimate within 24 hours of a tasking by the contracting officer (or other time period as determined by the Contracting Officer).

5. Force Protection.

While performing duties in accordance with the terms and conditions of the contract, the Army Theater Commander will provide force protection to contractor employees commensurate with that given to Department of the Army civilians in the operations area unless otherwise stated in the contract.

6. Legal Assistance.

a. While contractor employees are processing for deployment at the CRC or deployed in the theater of operations, the government shall provide limited legal assistance in accordance with the following conditions:

b. If provided overseas, the legal assistance is in accordance with applicable international or host nation agreements.

c. The legal assistance is limited and ministerial in nature, (e.g., witnessing signatures on documents and providing notary services) legal counseling (to include review and discussion of legal correspondence and documents), and legal document preparation (limited to powers of attorney and advanced medical directives), and help retaining non-DOD civilian attorneys.

7. Central Processing and Departure Point.

a. Fort Bliss, Texas is the primary CRC supporting the U.S. Army Central Command (CENTCOM) Area of Responsibility for current operations. Overflow will process at the secondary CRC location for CENTCOM at Fort Sill, Oklahoma. (NOTE: Fort Benning, Georgia will continue to process personnel supporting operations in the Balkans and CJTF-180.) Contractor employees deploying OCONUS must process through one of these CRCs unless the contractor requests and receives a waiver from the Contracting Officer. A request for waiver must contain the contractor's certification that he is capable of providing adequate training and providing relevant information to his employees prior to deployment.

b. All contractor personnel processing through the CRC must make reservations for processing and for government-provided air transportation to the CENTCOM Theater of Operations through the Total Army

Personnel Command (PERSCOM) at least 14 days in advance by calling PERSCOM Deputy Chief of Staff for Operations and Plans, Mobilization Division, at [REDACTED]. Failure to coordinate at least 14 days in advance for CRC reservations or air travel, or arriving without passport and visa, may result in individuals being returned to home station/point of origin at unit/agency expense or experiencing extensive delays in deployment. Visas are required for travel to the CENTCOM theater until further notice. The SMDC Deputy Chief of Staff, Personnel can also provide assistance in making appointments.

c. When scheduling support through this reservation system, the following information is required:

(1) Name, rank and social security number. (Unless otherwise noted on the LOA, contractor personnel are identified as "Contractor" with either GS-12E or GS-13E equivalency depending on whether or not responsibilities include supervising/managing other contractor personnel. There are no other rank equivalencies for contractors.)

(2) Destination.

(3) Whether or not Government provided air transportation is needed.

(4) Latest arrival date, i.e., the latest date personnel can arrive in theater and still accomplish the mission.

(5) Contracting agency with POC and telephone number.

(6) The authority for the individual to deploy, e.g., LOA from the contracting officer.

(7) A 24/7 corporate POC, telephone number, and email address.

d. Contractors shall assure that their employees conclude as much of the pre-deployment processing and training requirements as possible at their home station prior to arrival at the CRC. Contractor employees should bring an Individual Readiness File, including two copies each of medical and dental examinations (less than 12 months old), a 180-day supply of necessary medical prescriptions, and a current eyeglass prescription. One copy will ship with the employee, and the other will be retained on file at the CRC.

e. Contractors embedded with units in a habitual relationship, such as systems support contractors for units, will conduct readiness and deployment processing and travel with the supported units.

f. For any contractor employee determined by the government at the deployment-processing site to be non-deployable for debilitating health problems or failure to have a security clearance when one is required, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided in time for scheduled deployment.

g. The contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.

8. Standard Identification Cards.

a. The Common Access Card may be obtained through the Redstone Arsenal Military Personnel Office, Building 3494. Prior to reporting to the Military Personnel Office, each contractor employee must:

(1) Complete DD Form 1172-2, Application For Department of Defense Common Access Card, Defense Enrollment Eligibility Reporting (DEERS) Enrollment. The DD Form 1172-2 may be obtained at <http://www.dmdc.osd.mil/smartcard> (Library/General Info section).

(2) Set up an Army Knowledge Online (AKO) account to establish a "us.army.mil" e-mail address (block 23 of the DD Form 1172-2). The Army Portal for the AKO may be accessed at https://www.us.army.mil/portal/portal_home.jhtml.

(3) Obtain on the DD Form 1172-2 the signature of the Contracting Officer, the Contracting Officer's Representative, the Project Manager, or the Technical Monitor. The signature authority must have on record at the Redstone Arsenal Military Personnel Office a properly completed DD Form 577, Signature Card.

b. Information regarding any other identification requirements may be accessed through Fort Benning's CRC website at <http://www.benning.army.mil/CRC>.

c. The Contracting Officer or his designated representative shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.

d. The contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment.

e. Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.

f. Upon arrival in the theater of operations, contractor personnel may be required to obtain additional locally required identification cards. The government representative who has cognizance for these contractor personnel in theater will assist in the coordination of the issuance of these identification cards to contractor personnel.

9. Medical.

a. The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations. Information regarding medical information and forms may be obtained at <http://www.benning.army.mil/CRC>.

b. The government may require medical screening at the CRC for Food and Drug Administration approved immunizations, which may include DNA sampling.

c. The government, at its discretion and subject to availability, may provide to contractor employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in the theater of operations.

d. Deploying civilian contractor personnel shall take adequate precautionary measures to mitigate the occurrence of medical emergencies related to their physical requirements while in the theater of operations, taking into account possible difficulties in obtaining appropriate medications and supplies. For example, deployed individuals should consider additional eyeglasses, a 180-day supply of required medications, pre-deployment dental work, etc.

10. Clothing and Equipment Issue.

a. Contractor personnel accompanying the force are not authorized to wear military clothing, except for specific items required for safety and security. If required, the government, at its discretion, may provide to the contractor all required military unique Organizational Clothing and Individual Equipment (OCIE) and Chemical Protective Equipment (CPE) according to the theater to which they are deploying. Personal clothing such as battle dress uniform, boots, etc., will not be issued. An individual's status as a contractor employee shall be conspicuously displayed on their clothing unless prohibited for operational reasons.

b. Contractor employees not deploying through the CRC will receive their OCIE/CPE issue through the supported unit. Contractor employees deploying into theater from OCONUS locations will be issued OIE and CPE from the Central Issue Facility at their OCONUS location.

c. The contractor shall assume responsibility and accountability for these items and shall sign for all issued OCIE, acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.

d. The contractor shall ensure that all OCIE are returned (at the point of issue) to the government, along with all pertinent documentation demonstrating the return of issued OCIE to government control.

11. Weapons and Training.

a. Whether contractor personnel will be permitted to carry a government furnished weapon for self-defense purposes in the Area of Operations (AO) is at the discretion of the Theater Commander. However, contractor personnel will not possess personally owned firearms in the AO.

b. The Theater Commander may, at his discretion, issue weapons and ammunition for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees. If accepted the contractor will maintain a listing of employees possessing a government firearm. When accepted, the contractor employee is responsible for using the weapon in accordance with the rules of engagement issued by the Theater Commander. The contractor employee is legally liable for any use that is not in accordance with host nation law, international law, and the rules of engagement. Only military issued ammunition may be used in the weapons.

c. Contractors will screen employees, and subcontractors, to ensure that employees may be issued a weapon in accordance with U.S. and applicable host nation laws. Evidence of screening will be presented to the Theater Commander.

d. Prior to issuing any weapons to contractor employees, the government will provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees. The contractor shall not issue weapons to employees who have not had proper training.

e. The contractor shall ensure that its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use, safety, and accountability of weapons and ammunition, and shall comply with all related DOD regulations.

f. Upon redeployment or notification by the government, the contractor shall ensure that all government issued weapons and ammunition are returned to government control.

12. Vehicle and Equipment Operation.

a. The contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.

b. Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the unit or agency issuing the equipment.

c. The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.

d. All contractor owned motor vehicles shall meet required vehicle requirements within the Area of Responsibility and be maintained in a safe operating condition and good appearance. All contractor owned motor vehicles used for transporting Government property shall be properly equipped and designed to ensure protection of the property and may, at the Theater Commander's direction, be required to conspicuously display the contractor's logo and/or name on both sides of the vehicle.

13. Passports, Visas and Customs.

a. The contractor or contractor employee is responsible for obtaining all passports, visas, or other documents necessary for contractor employees to enter and/or exit any area(s) identified by the Contracting Officer.

b. Depending on the Status of Forces Agreement (SOFA) or other international agreements, all contractor employees may be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry. Contractor shall verify and comply with all requirements.

c. Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

14. Reception, Staging, Onward Movement and Integration.

a. Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration, as directed by the contracting officer, his/her designated representative, or the Theater Commander.

b. The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations, such as MILSTAMP for safety, packaging, and tie-down.

15. Living under Field Conditions.

The government, at its discretion, may provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations, unless otherwise specified in the contract. Any conflicts will be resolved by the Contracting Officer.

16. Morale, Welfare, Recreation.

The government will, when approved by the installation or Theater Commander and consistent with the authorization, terms and conditions specified elsewhere in the contract, provide to contractor employees deployed in the theater of operations; morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations. Some of these services may be limited to U.S. personnel only.

17. Status of Forces Agreement and other Laws.

Notwithstanding any provisions to the contrary, the contractor shall adhere to all relevant provisions of the applicable Status of Forces Agreements (SOFA) and other similarly related agreements, and all applicable laws.

18. Equitable Adjustment.

a. If the Contracting Officer directs the contractor to perform in OCONUS areas in support of contingency operations/exercises under this contract, the contractor may submit a claim for equitable adjustment under this provision. Such equitable adjustment may include additional compensation to contractor employees if necessary to obtain or retain personnel to perform in hazardous OCONUS areas. However, no such performance shall be undertaken or continued without the express approval or direction of the Contracting Officer.

b. Equitable adjustment claims under this contract may include hazardous duty salary premiums of up to 25%, depending on the severity of the conditions in question.

c. Increased travel, lodging, food, security, and other costs associated with performance in OCONUS areas are also elements which may be included in equitable adjustment claims under this provision, if applicable. Such

additional costs will be dependent to some extent on the level of government-furnished support services in the OCONUS area in question.

d. For purposes of this provision, a hazardous OCONUS area shall be any OCONUS area which is listed on the current travel warnings list at the Department of State website.

19. Tour of Duty/ Hours of Work.

a. The Contracting Officer shall provide the contractor with the anticipated duration of the deployment.

b. The contractor may rotate employees into and out of the OCONUS deployment area, provided that no degradation in mission results and that personnel who have been deployed less than 179 days shall only be rotated in emergency situations. For purposes of this provision, the term "emergency" means medical or family crisis situations where the employee in question could not reasonably be expected to complete a minimum 179-day tour of duty in the deployment area. The contractor will coordinate all personnel moves with the Contracting Officer. The Contracting Officer will make the final determination as to whether an emergency situation exists under this provision.

c. The Contracting Officer shall provide the contractor with anticipated work schedule.

d. The contractor shall comply with all duty hours and tours of duty identified by the Contracting Officer or his/her designated representative.

e. The Contracting Officer, or his/her designated representative, may modify the work schedule to ensure the government's ability to continue to execute its mission.

20. On-Call Duty or Extended Hours.

a. The contractor shall be available to work extended hours to perform mission essential tasks as directed by the Contracting Officer.

b. The contractor shall be available to work "on-call" to perform mission essential tasks as directed by the Contracting Officer.

c. The Contracting Officer, or his/her designated representative, will identify the parameters of "on-call" duty.

d. If appropriate, the Contracting Officer may negotiate an equitable adjustment to the contract.

21. Workman's Compensation, Health and Life Insurance.

The contractor shall ensure that worker's compensation insurance under the Defense Base Act is consistent with FAR clauses 52.228-3 and 52.228-4. The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations and allow traveling in military vehicles.

22. Next of Kin Notification.

Before deployment, the contractor shall ensure that each contractor employee completes a DD Form 93, Record of Emergency Data Card. A copy of this form will be maintained at the CRC, a copy will be forwarded to the DA Casualty and Memorial Affairs Operations Center, and a copy will be hand carried by the contractor employee to the theater of operations. If the CRC is not utilized, copies of the form shall be furnished to the

contractor. The contractor is responsible for next of kin notification, but may be accompanied by an Army representative if desired.

23. Return Procedures.

a. Upon notification to the contractor of redeployment, the Contracting Officer will authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual redeployment site.

b. The contractor shall ensure that all government-issued clothing and equipment provided to the contractor or the contractor's employees are returned (at the point of issuance) to government control upon completion of the deployment.

c. The contractor shall provide the Contracting Officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.

24. Special Legal.

Public Law 106-523, Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, established Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes applies to contractor employees deployed OCONUS.

25. Security and Background Checks.

The contractor shall ensure all applicable security and backgrounds are performed on all personnel (to include subcontractor personnel) in support of this contract.

(End of Clause)

PRECONTRACT COST

In accordance with Far 31.303-32, all costs which have been incurred by the contractor on or after 6 November 2003, and before the effective date of the contract, where their occurrence is necessary to comply with proposed schedule, will be considered allowable only to the extent that they would have been allowable if incurred after the date of the contract.

CLAUSES INCORPORATED BY FULL TEXT

PUBLIC RELEASE OF INFORMATION:

a. In accordance with DFARS 252.204-7000, Disclosure of Information, The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contractor has written approval or the information is otherwise in the public domain before the date of release.

b. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Technical Monitor noted in the contract, Section H, at least 45 days before the proposed date for release. All material to be cleared shall be sent by certified mail/return receipt requested to:

Department of the Army
[REDACTED]

400 Army Pentagon, [REDACTED]
Washington DC 20301

c. The Technical Monitor shall process the request in accordance with SMDC form 614-R.

d. If there is no response within 30 days, the Contractor shall resubmit the request to:

U.S. Army Space and Missile Defense Command
[REDACTED]

P. O. Box 1500
Huntsville, AL 35807-3801

e. The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor.

DISTRIBUTION CONTROL OF TECHNICAL INFORMATION:

a. The following terms applicable to this clause are defined as follows:

(1) Technical Document. Any recorded information that conveys scientific and technical information or technical data.

(2) Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to conducting and managing a scientific or engineering research effort.

(3) Technical Data. Recorded information related to experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process or to design, procure, produce, support, maintain, operate, repair, or overhaul material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer printouts. Examples of technical data include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog-item identifications, and related information and computer software documentation.

b. Except as may otherwise be set forth in the Contract Data Requirements List (CDRL), DD Form 1423, (i) the distribution of any technical document prepared under this contract, in any stage of development or completion, is prohibited without the approval of the Contracting Officer and (ii) all technical documents prepared under this contract shall initially be marked with the following distribution statement, warning, and destruction notice:

(1) DISTRIBUTION STATEMENT F - Further dissemination only as directed by [REDACTED] or higher DOD authority.

(2) WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., app 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.

(3) DESTRUCTION NOTICE - For classified documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

c. As a part of the review of preliminary or working draft technical documents, the Government will determine if a distribution statement less restrictive than the statement specified above would provide adequate protection. If so, the Government's approval/comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.

TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

a. The U.S. Department of the Army Headquarters is the cognizant Government technical organization for this contract and will provide technical direction as defined herein. Technical direction shall be exercised by the following Project Engineer:

Name	Office symbol	Phone Number
[REDACTED]		

b. Technical direction, as defined in this clause is the process by which the progress of the contractor's technical efforts are reviewed and evaluated and guidance for the continuation of the effort is provided by the Government. It also includes technical discussions and, to the extent required and specified elsewhere in this contract, defining interfaces between contractors; approving test plans; approving preliminary and critical design reviews; participating in meetings; providing technical and management information; and responding to request for research and development planning data on all matters pertaining to this contract. The contractor agrees to accept technical direction only in the form and procedure set forth herein below.

c. Except for routine discussions having no impact on contractor performance, any and all technical direction described in paragraph b. above shall only be authorized and binding on the contractor when issued in writing and signed by a Government official designated in a. above. The Technical Direction shall not effect or result in a change within the meaning of the "CHANGES" clause, or any other change in the Scope of Work, price, schedule, or the level of effort required by the contract. Such changes must be executed by the Contracting Officer as a Modification-Change Order, or as a Modification-Supplemental Agreement, as appropriate. It is emphasized that such changes are outside the authority of the Government officials designated in a. above who are not authorized to issue any directions which authorize the contractor to exceed or perform less than the contract requirements. Notwithstanding any provision to the contrary in any Technical Directive, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof.

PATENTS - REPORTING OF SUBJECT INVENTIONS:

a. The interim and final invention reports shall be submitted on DD Form 882, Report of Inventions and Subcontracts, see <http://www.smdc.army.mil/Contracts/Contracts.html> and click on the Special Announcements link to see the instructions. In accordance with DFARS 252.227-7039 and FAR 52.227-12, interim reports shall be furnished every twelve (12) months and final reports shall be furnished within three (3) months after completion of the contracted work. In accordance with FAR 27.305-3(e), when a contractor fails to disclose a subject invention the applicable withholding of payments provision may be invoked.

b. The contractor shall include the clause at DFARS 252.227-7039 in all subcontracts with small businesses and non profit organizations, regardless of tier, for experimental, developmental, or research work.

c. The prime contractor shall account for the interim and final invention reports submitted by the subcontractor.

YEAR 2000 COMPLIANCE:

The Contractor shall ensure products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined in FAR Part 39.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	OCT 2003
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.229-8	Taxes--Foreign Cost-Reimbursement Contracts	MAR 1990
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984

52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	DEC 2002
52.232-7 Alt I	Payments Under Time-And-Materials And Labor Hour Contracts (Dec 2002) - Alternate I	MAR 2000
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.243-5	Changes and Changed Conditions	APR 1984
52.244-6	Subcontracts for Commercial Items	APR 2003
52.245-2	Government Property (Fixed Price Contracts)	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-6 Alt IV	Termination (Cost Reimbursement) (Sep 1996) - Alternate IV	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7004	Required Central Contractor Registration	NOV 2001
252.215-7000	Pricing Adjustments	DEC 1991
252.225-7012	Preference For Certain Domestic Commodities	FEB 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 1998
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.228-7000	Reimbursement for War-Hazard Losses	DEC 1991
252.228-7003	Capture and Detention	DEC 1991
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

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52.216-23 EXECUTION AND COMMENCEMENT OF WORK (APR 1984)

The Contractor shall indicate acceptance of this letter contract by signing three copies of the contract and returning them to the Contracting Officer not later than 12 Nov 03. Upon acceptance by both parties, the Contractor shall proceed with performance of the work, including purchase of necessary materials.

(End of clause)

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding [REDACTED] dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is [REDACTED] dollars.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.arnet.gov

(End of clause)

252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)

(a) A FFP contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the undefinitized contract action, (2) all clauses required by law on the date of execution of the definitive contract action, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit fixed price proposal and cost or pricing data supporting its proposal and cost or pricing data supporting its proposal.

(b) The schedule for definitizing this contract is as follows (insert target date for definitization of the contract action and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of the make-or-buy and subcontracting plans and cost or pricing data).

Submission of Proposal: 30 days after date of award

Completion of cost and Audit Analysis: 90 days after award of contract

Completion of Negotiations: 140 days after date of award

Signature of Definitized Contract: 180 days after date of award

(c) If agreement on a definitive contract action to supersede this undefinitized contract action is not reached by the target date in paragraph (b) of this clause, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the

Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by--

(i) All clauses required by the FAR on the date of execution of this undefinitized contract action for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);

(ii) All clauses required by law as of the date of the Contracting Officer's determination; and

(iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this clause, all clauses, terms, and conditions included in this undefinitized contract action shall continue in effect, except those that by their nature apply only to an undefinitized contract action.

(d) The definitive contract resulting from this undefinitized contract action will include a negotiated firm fixed price contract for no more than [REDACTED] (exclusive of travel).

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

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PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTSSECTION J - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Contract Security Classification Specification (DD Form 254-E)	6 Nov 03	2
U.S. Army Strategic Defense Command Ballistic Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132
Work as set forth in SOW, "Advisement And Support Team and Augmentation of Investigative Team Services," incorporated By reference.	3 Nov 03	3

Section K Representations, Certifications, and Other
Statement of Offerors submitted are hereby incorporated
By reference