

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)			RATING DO-A2	PAGE OF PAGES 1   49		
2. CONTRACT (Proc. Inst. Ident.) NO. W9113M-06-D-0005		3. EFFECTIVE DATE 03 Jul 2006		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.				
5. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND PO 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 8618 WESTWOOD CENTER DRIVE SUITE 200 VIENNA VA 22182-2222				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  <b>See Schedule</b>		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				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
<b>SEE SCHEDULE</b>								
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						<b>\$237,818,899.00</b>		
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>								
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 W9113M-06-R-0002-0005				
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		20C. DATE SIGNED		
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		07-Jul-2006		

## Section B - Supplies or Services and Prices

### CONTRACT TYPE

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) type contract with multiple pricing arrangements available for use in pricing individual task orders. It is anticipated that most task orders will be Fixed Price/Level of Effort (FP/LOE) (for direct labor hours), Firm Fixed Price (FFP), or Cost-Reimbursable (CR) with cost-reimbursable ODCs. Also, most task orders will be solicited, negotiated, and awarded as bilateral orders. In emergency situations or when a bilateral task order cannot otherwise be issued in a timely manner, the government reserves the right to issue unilateral task orders on an undefinitized basis. Any such undefinitized unilateral task order shall be definitized as quickly as possible in accordance with DFARS 252.217-7027 (Contract Definitization) utilizing a not to exceed ceiling amount provided by the contractor. See Section H for task order procedures.

### MAXIMUM-MINIMUM VALUE:

The minimum amount guaranteed under this contract is \$1,000,000. The maximum amount set forth for this contract is \$237,818,899.

All funds will be obligated by individual task order(s) issued under the basic contract.

OVERALL REQUIREMENTS OF THE CONTRACT: The Contractor, as an independent contractor and not as an agent or employee of the Government, shall furnish to the Government all necessary labor, services (non-personal), and materials, except as specified to be furnished by the Government, required to accomplish the work efforts as specifically set forth in each task order (T/O) issued. All T/Os shall be within the general scope of the Performance Work Statement (PWS) incorporated herein and attached as set forth in "Section J - List Of Documents, Exhibits And Other Attachments."

### DIRECT PRODUCTIVE PERSON HOURS (DPPHS) FOR TASK ORDERS:

- a. The total number of DPPHS for this contract is [REDACTED]
- b. In the performance of the various Task Orders, which will be issued pursuant to the clause hereof titled TASK ORDER PROCEDURE, the contractor shall provide the specified number of DPPHS per each task order.
- c. DPPH are defined as prime contractor, consultant, and subcontractor actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences.
- d. Prior to final payment on a Task Order, the contractor is required to certify to the Administrative Contracting Officer that he has exerted the total DPPHS as stated in each voucher; has completed all associated travel; has acquired all required materials; has provided the reports called for; has dispositioned all contractor-acquired and government-furnished property according to government direction; and that the effort performed and reports provided are considered satisfactory by the Government.

### AWG SUPPORT

The contractor will provide services and supplies, as defined in one or more fully executed task orders (T/Os), in accordance with PWS entitled "Asymmetric Warfare Group Operations Support," dated 27 February 2006,

incorporated herein as set forth in Section J hereof. As incorporated herein and set forth in Section J, Section B includes prenegotiated Fixed-Price Labor Categories, prenegotiated ODC add-ons, and Cost-Reimbursable Other Direct Costs (ODCs). ODCs are not fee-bearing, but do allow for payment of indirect costs at prenegotiated fixed rates.

Each T/O shall be billed and paid in accordance with the prenegotiated fixed price per hour for each applicable labor category hour performed by the Contractor, as stated in Section B provision entitled, "PRENEGOTIATED LABOR AND ODC INDIRECT RATES." Indirect rates applicable to ODCs shall be billed and paid for as incurred by the contractor at the rates provided in Section B provision entitled, "PRENEGOTIATED LABOR AND ODC INDIRECT RATES." If the T/O is Firm Fixed Price, the T/O shall be billed and paid in accordance with firm fixed price of the T/O.

### TASK ORDER PRICING

The negotiated rates and profit arrangements incorporated herein and set forth in Section J shall be utilized to establish the total price of each task order issued under the contract. Following receipt of a request for a Task Order Management Plan (T/OMP) in accordance with the Section H provision entitled "TASK ORDER PROCEDURES," the contractor shall develop and submit a proposal, including a proposed price, in response to the request.

### PRENEGOTIATED PROFIT ARRANGEMENTS:

Profit for each direct labor hour is included in the fixed-price direct labor rates set forth in Section J.

There is no fee/profit applicable to other direct costs and associated indirect costs.

### PRENEGOTIATED LABOR AND OTHER DIRECT COST INDIRECT RATES

**The parties agree to the fixed-price rates incorporated herein and set forth in Attachment 8, Section J.**

**For labor performed in foreign countries only, the applicable OCONUS labor rates *shall be applicable* and shall be in accordance with the following provision, entitled "EMPLOYEE COMPENSATION IN FOREIGN COUNTRIES."**

The following fixed prices per DPPH incorporated herein and set forth in Attachment 8, Section J, are applicable for contract performance, as ordered by properly executed task orders hereunder.

Firm-fixed-priced T/Os will be issued at a total price. The price shall be arrived at by utilizing the appropriate fixed-price direct labor (including profit) category rates, fixed-price base labor rates, and fixed-price add-on rates incorporated herein and set forth in Attachment 8, Section J.

Fixed-Price labor with Cost-Reimbursable Other Direct Costs T/Os will be issued with a) a defined number of hours from specific labor categories using the fixed-price direct labor (including profit) rates set forth in Attachment 8, Section J; b) an estimated cost for DBA insurance, travel and material, including associated indirect costs at the fixed indirect rates specified in Attachment 8, Section J. Note that there are CONUS and OCONUS

established loaded composite labor rates. OCONUS rates are based on the combination of Danger Pay and Hardship Differential's combined factors.

**EMPLOYEE COMPENSATION IN FOREIGN COUNTRIES:**

Regarding differentials and allowances in compensation costs for contractor employees performing in foreign countries, the parties agree to the following:

1) Portions, as specified below, of the Department of State Standardized Regulations (DSSR), shall be complied with for contractor (and, if applicable, subcontractor) employees performing in foreign countries. (The DSSR can be accessed at [www.state.gov/m/a/als/c1843.htm](http://www.state.gov/m/a/als/c1843.htm).)

2) When applicable, "Post Hardship Differential," in accordance with DSSR Chapter 500; and "Danger Pay Allowance," in accordance with DSSR Chapter 650, shall be added to the employee's base labor category rate. The percentages of base pay to be applied shall be the then-current rates identified by the State Department for the specific foreign location where the employee is performing (see [http://www.state.gov/rates/by\\_location.asp](http://www.state.gov/rates/by_location.asp) for rates, which are revised quarterly.) Base pay scale is the same as for contractor employees performing the same job in the United States.

(Note that DSSR Section 541 a. specifies that an employee performing in a location qualifying for "Danger Pay Allowance" does not qualify for Post Hardship Differential until the employee has served at such a location for a period of 42 consecutive days or more, at which time the Post Hardship Differential may be granted at the prescribed rate for the number of days served, beginning the first day of detail.)

Reference DSSR Section 652 d: There is no reduction in post differential due to dual crediting for political violence.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Asymmetric Warfare Group (AWG) Basic Spt FP-LOE Performance Work Statement, "U.S. Army Asymmetric Warfare Group (AWG) Operations Support," dated 27 February 2006, incorporated herein and attached as set forth in Part III, Section J, hereof. Services will be provided on a given task order (T/O) utilizing the Labor Categories incorporated herein and attached as set forth in Part III, Section J, Attachment 2 of the Basic contract, and at the Prenegotiated Labor and Other Direct Cost Indirect Rates incorporated herein and attached as set forth in Part III, Section J, Attachment 8 of the Basic Contract. FOB: Destination				
				MAX COST	\$179,367,058.00

ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
0002	Contract Data Requirements List (CDRLs) FFP Data to be delivered under this contract shall be that cited in the Contract Data Requirements List (CDRL), DD Form 1423, Attachment 9, consisting of Exhibit Line Items Numbers *001 through *005, incorporated herein and attached as set forth in Section J hereof. NOT SEPARATELY PRICED. FOB: Destination				
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
0003	Travel & Materials COST Travel and materials as directed in the individual task orders. No obligation can be incurred under this CLIN without the direct written approval from the Contracting Officer's Representative (COR) or his designee specified in Section H of this contract. Travel must be completed within the cost reimbursable amounts allowed per the Joint Travel Regulations and the DCAA approved Company-Implemented Policy and Procedures. NO FEE ON THIS CLIN. This CLIN is a valid during the five (5) year base period. NTE FOB: Destination				
				MAX COST	\$49,691,492.00

ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
0004	Contractor Manpower Reporting COST Performance Work Statement, "U.S. Army Asymmetric Warfare Group (AWG) Operations Support," dated 27 February 2006, paragraph 7.3, incorporated herein and attached as set forth in Part III, Section J, hereof. FOB: Destination				
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX	UNIT	UNIT PRICE	MAX AMOUNT
0005	Defense Base Act (DBA) Insurance COST This CLIN is valid for the basic period of five (5) years. NO FEE ON THIS CLIN. FOB: Destination				
				MAX COST	\$8,760,349.00

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-16	Responsibility For Supplies	APR 1984

## Section F - Deliveries or Performance

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

## CLAUSES INCORPORATED BY FULL TEXT

## PERIOD OF PERFORMANCE

The ordering period for the contract shall be not more than five years from the effective date of the contract.

Each task order issued under the contract shall specify the period of performance applicable thereto; however, the period of performance of any task order shall not extend beyond the ordering period 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 Procuring Contracting Officer one (1) copy of a monthly listing of all transmittal letters submitting required data to the offices shown in Block 14 of the DD Form 1423, including requirements delivered to the various task order monitors under the task orders issued under this contract.
- b. Acceptance by the Government of all items delivered hereunder shall be at destination.
- c. Electronic media, including e-mail, shall be utilized to the maximum extent practical. The software and report formats utilized shall be in accordance with the current Command standard.

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

INVOICING AND VOUCHERING:

a. Vouchers under this contract will be submitted on a task order basis. Each voucher should identify the contract number and task order number. Funds will be obligated by individual task orders.

b. When authorized by the Defense Contract Audit Agency (DCAA) in accordance with DFARS 242.803(b)(i)(C), the contractor may submit interim vouchers directly to paying offices. Such authorization does not extend to the first and final vouchers. Submit first vouchers to the cognizant DCAA office. Final vouchers will be submitted to the ACO with a copy to DCAA.

c. Upon written notification to the contractor, DCAA may rescind the direct submission authority.

d. Should the contractor decline to submit interim vouchers directly to paying offices or if the contractor receives written notification that DCAA has rescinded the direct submission authority, public vouchers, together with any necessary supporting documentation, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) Office, prior to payment by the Finance and Accounting Office specified in Block 12, Page 1, Section A, of Standard Form 26.

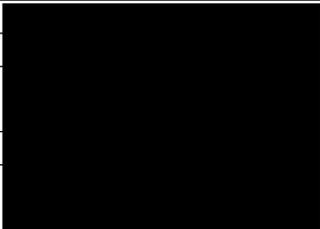
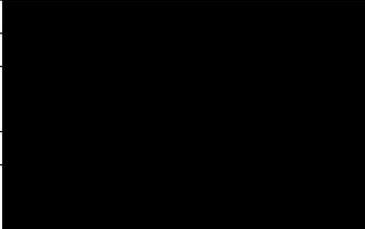
e. The paying office shall pay each task order by ACRN as indicated on each voucher.

f. Department of Defense requires that the Taxpayer Identification Number (TIN) be placed on all certified payment vouchers, including non-profit organizations, when submitting payment to the disbursing office. The only exception is foreign vendors, which will have the word "foreign" in the TIN field. Invoices will be returned to the vendor without payment if a TIN is not provided.

CONTRACT ADMINISTRATION: Administration of this contract will be performed by the cognizant office as shown in Block 6, Page 1, Section A, of SF Form 26. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

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:		
ORGANIZATION CODE:		
TELEPHONE NUMBERS: COMMERCIAL:		
DEFENSE SWITCHED NETWORK (DSN):		
EMAIL:		

## Section H - Special Contract Requirements

### COMMERCIAL COMPUTER SOFTWARE

#### LICENSES:

Unless otherwise approved by the Contracting Officer, commercial computer software licenses shall designate the U.S. Government (represented by the Contracting Officer) as a contingent licensee, able to replace the Contractor as the primary licensee upon notifying the licensor. A copy of the negotiated license shall be furnished to the Contracting Officer. Per DFARS 227.7202, the terms of the licenses cannot be inconsistent with Federal procurement law and must satisfy user needs. This includes the contractor's / subcontractor's needs for the software to perform this contract and the Government's needs for the software to accomplish the Government's ultimate objectives. At a minimum, this shall include the rights to make an archive copy of the software, to relocate the computer on which the software resides, to re-host the software on a different computer, to permit access by support contractors, and to permit the Government to transfer the license to another contractor.

#### UNIQUE ITEM IDENTIFICATION AND VALUATION:

As of 1 January 2004, all DoD contracts are required to include a clause mandating the bar-coding of all material delivered under DoD contracts. The purpose of UID is so that the Government will have the ability to know the quantity, location, condition, and value of assets it owns; safeguard its assets from physical deterioration, theft, loss, or mismanagement; prevent unnecessary storage and maintenance costs or unnecessary purchase of items already on hand; and determine the full costs of Government programs that use these assets. The clause 252.211-7003, is included in full text in Section I of this document. Information on the Department of Defense unique item identification can be found on the DoD web site at <http://www.acq.osd.mil/uid>.

#### CONTINGENCY OPERATIONS

This contract also contains DFARS 252.225-7040, CONTRACTOR PERSONNEL SUPPORTING A FORCE DEPLOYED OUTSIDE OF THE UNITED STATES. Any inconsistency between that provision and this provision on items addressed by both shall be interpreted in favor of the DFARS provision.

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 [REDACTED] 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 "Army Communities" in the left-hand window.
- (5) Select "Personnel".
- (6) If you have not already subscribed, "Civilian Personnel" 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) [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/departue 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 [REDACTED] 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](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 Army Dental Care System (ADCS) will no longer provide pre-deployment examinations for DoD contractors. The ADCS will ensure dental health deployment standards by accepting only a Department of Defense Form 2813, Active Duty/Reserve Forces Dental Examination, completed by the contractor's civilian dentist, as proof of dental deployment status. In order to minimize DoD contractor processing delays, it is highly recommended that pre-deployment dental exams and treatment of all oral conditions that would be expected to cause a dental emergency in the next 12 months are accomplished prior to arriving at the Army deployment processing center (e.g., CONUS Replacement Center (CRC)).

In accordance with paragraph 4-2, DA Pam 715-16, Contractor Deployment Guide, contractor personnel should have a thorough dental exam and complete all necessary dental work prior to arrival at the Army deployment processing center, unless otherwise specified in the contract.

The ADCS is responsible for administratively reviewing pre-deployment examination documentation to ensure the DoD contractor meets the "GO" standard for deployability. The ADCS is not responsible for providing the pre-deployment exam or any treatment necessary to meet this standard.

To ensure the DoD contractor is dentally deployable, the ADCS will accept only a correctly completed Department of Defense Form 2813 (see <http://www.smdc.army.mil/contracts/contracts.html> and click on the special announcements link for form and instructions). The DD 2813 allows a civilian dentist to document the dental readiness classification of a patient using a standard form with simple instructions and a minimum of paperwork.

Note that DD Form 2813 was initially designed for deployed military personnel. DD Form 2813, Block Numbers 3 – 5, should be completed as follows for contractor personnel:

Block Number 3, Branch of Service – insert the word, Contractor

Block Number 4, unit of Assignment – insert the contractor personnel's company/corporate name (this should be the name that this document would be mailed to)

Block Number 5, Unit Address – insert the contractor personnel's company/corporate mailing address

Block Number 1, Service Member's Name – insert the individual contractor personnel's name

If a contractor arrives at the deployment processing center without a correctly completed DD 2813 indicating dental readiness, he/she will be classified initially in a "NO GO" status until a DD 2813 is presented indicating a "GO" status. The contractor will be responsible for obtaining a dental exam, and treatment as required for deployment, at the expense of the contractor or his/her employer. The ADCS is not responsible for the payment of civilian dentist exams or treatment services for DoD contractors to obtain deployable status.

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

d. 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.

e. 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. Government-Owned 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 government-owned weapons and ammunition for self-defense to the contractor employees. Acceptance of government-owned 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 government 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 government 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 government 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 government 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. Transport of Company-Owned Weapons and Ammunition by Contractor Personnel.

a. Contractor personnel are permitted to transport company-owned weapons, required by contract, into theaters of operation via government- furnished aircraft, provided that the following conditions are met --

(1) The contractor company has been so authorized in writing by the theater commander or, where appropriate, by the Coalition Provisional Authority (CPA), and

(2) The letter of authorization to the individual contractor employee includes authorization to carry a company-owned weapon.

b. The contractor company is responsible for providing military transportation officials with --

(1) Timely information about the authorization of company-owned weapons for their contractor personnel, including a copy of any contract provisions pertaining to weapons training, storage or transport.

(2) An inventory of company-owned weapons to be transported into the theater, including the serial number of each weapon and the name of the individual responsible for the weapon.

c. The CONUS replacement center or other deployment processing site will arrange for the secure storage of company-owned weapons for deploying contractor personnel on site. The contractor is responsible for training contractor personnel on company-owned weapons. The contractor will certify to the contracting officer and military transportation officials that such training has been accomplished prior to government shipment of any such company-owned weapon.

d. Contractor companies will supply FAA-approved containers for the storage of company-owned weapons during flight. Prior to departure for theater, company-owned weapons will be inventoried, matched to the manifest, placed in such containers, and stored in the aircraft cargo hold. Weapons will not be carried aboard with passengers.

e. No ammunition will be placed on government-furnished aircraft transporting personnel. All ammunition will be drawn in the theater.

f. Contractors must insure they are in compliance with applicable foreign clearance guidance on the transport of weapons.

## 13. 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.

## 14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. RESERVED.

20. 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.

#### 21. 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.

#### 22. 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.

#### 23. 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.

#### 24. 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.

#### 25. 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.

#### 26. 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)

### PERSONNEL REQUIREMENTS

The following personnel requirements apply to contractor personnel performing AWG operations support as set forth below. This clause shall be incorporated into all prime contractor subcontracts (at all tiers) and teaming and joint venture agreements. The term "contractor personnel", "contractor employee", and/or "contractor employees" includes prime contractor, subcontract (all tiers), consultants, experts, and teaming or joint venture employees and/or personnel. At no additional cost to the government, upon approval from the responsible contracting officer or his/her written authorized representative (such as the COR), and if and as needed, contractor employees may be removed from supporting, or otherwise not authorized to work in support of or with, the AWG or other government organization stated in a particular task order based upon a determination by the Commander AWG or his/her authorized representative(s). This stipulation must be honored by the contractor for all AWG contractor positions.

1. The Contractor shall provide the capability to perform the wide variety of tasks defined in the resulting contract and its T/Os. The Contractor must be capable of providing adequate flexible, responsive, and high quality support relating to the missions of the AWG. It is the Contractor's responsibility to provide and maintain a state-of-the-art trained workforce capable of providing the services specified in this contract and its T/Os. Unless otherwise provided in a specific T/O, all related training, continuing education, certification courses, and other similar events are the financial responsibility of the contractor. Note that some specialized training dictated by the operational environment or scenario will be required and provided by the Government. Travel expenses required for specialized training dictated by the Government shall be paid for by the Government IAW JFTR. Task priorities, short-notice suspenses, operational constraints, and other potential "impacts" shall be managed so as to maintain schedule requirements.
2. The Contractor shall possess and maintain Security Clearance Classification requirements based on position description. The Contractor must be a U.S. Corporation and its contract or T/O employees must be U.S. citizens and hold a current U.S. passport.
3. All Contractor personnel must possess a working knowledge of Microsoft Office software, including Outlook, Word, PowerPoint and Excel, and Internet Explorer. Additionally, some Contractor personnel may be required to possess a working knowledge of additional software and hardware in order to successfully complete certain functions. See attachment "AWG Labor Categories."

4. The Contractor's Program Manager shall advise the Contracting Officer's Representative (COR) in writing of Contractor personnel changes and obtain responsible contracting officer pre-approval for all key personnel changes. The Contractor's Program Manager shall ensure ex-employee security and access badges, including vehicle decals, are returned to the COR immediately upon employee termination.
5. The Contractor shall designate a person to act as the Contractor's Information System Security Officer (ISSO) in accordance with DoD Manual 5200.28 of 21 March 1988 and DoD Manual 5200.40 of 30 December 1997. All contractor employees shall comply with the Automated Data Processing (ADP) security requirements. In addition, any ADP product (disk, tape or hard copy) prepared by the Contractor for the Government (whether produced on Government owned or Contractor owned equipment) shall be the property of the Government.
6. All records, work products, presentations, papers, and/or memoranda, in whatever form and/or medium, (hereinafter "records") produced or used in the performance of this contract are the property of, and subject to the exclusive control of, the Government. The Contractor shall not disclose information from these records to third parties without responsible contracting officer approval. However, this obligation shall not prevent the disclosure of information to officials and employees of the other departments and agencies of the United States Government acting in the performance of their official duties. Upon completion of the contract, the Contractor shall turn over all records in its custody and shall not retain copies of any records in either written or electronic format. If a subpoena or court order is received for the production of any records related to the performance of this contract, the subpoena or court order shall be referred via the COR to the cognizant Staff Judge Advocate.
7. Unless otherwise specified, all financial, statistical, personnel and/or technical data which is furnished, produced or otherwise available to the Contractor during the performance of this contract are considered confidential business information and shall not be used for purposes other than performance of work under this contract nor be released by the Contractor without prior written consent of the responsible contracting officer or written designee.
8. The Contractor is responsible for heeding all safety placards, laws, rules and regulations pertaining to the safe operation of any government equipment or firearm. Accidental weapons discharges, reckless acts, or otherwise risking the safety of any person is reason for immediate release to the program manager's control and subsequent removal from premises or areas otherwise under operational control of the AWG Commander.
9. Operators licensing may be required for various types of vehicles to include Government Tactical, Non Tactical, and Specialized type vehicles such as materiel handling equipment etc. It is the responsibility of the Contractor to maintain licensing certification data and to produce this data on request in the event of an accident investigation or otherwise. It is mandatory that all contract personnel possess and maintain a current military and/or civilian operators driving permit, as required.
10. The awardee contractor will maintain U.S. Government issued property and equipment as required per individual task orders.
11. In order to maintain the physical ability and capability to provide support for the AWG mission, certain Contractor personnel indicated by position shall maintain a sufficient level of physical fitness. In order to ensure a sufficient level of physical fitness, these Contractor personnel are required to take, and successfully complete, the Army Physical Fitness Test. The test is described in the following publications, which are incorporated into the solicitation and resulting contract by reference: FM 21-20 (Army). Contractor personnel shall take the physical readiness test when the AWG service component holds its respective semi-annual physical readiness test.
12. Contractor personnel may be required to satisfactorily participate in, and complete, a weekly Physical Training (PT) session with the AWG. The Contractor will be permitted to invoice the Government for the labor hours incurred in participating in and completing the weekly PT session, not to exceed two (2) hours per employee per workweek.

13. All Contractor personnel shall be able to climb, reach, bend, stoop, crawl, stand, lift and carry up to fifty (50) pounds of equipment, including Nuclear, Biological, Chemical, and Radiological (NBCR) individual protective equipment (IPE).

14. Contractor personnel shall be able to wear and work in confining conditions while wearing Nuclear, Biological, Chemical, and Radiological (NBCR) individual protective equipment (IPE), including protective mask.

15. Contractor personnel may be required to carry a Government furnished cellular phone and/or pager 24 hours a day/7 days a week in order to permit the Government to contact the Contractor personnel for training and/or exercises (to include recall test exercises to ensure unit readiness).

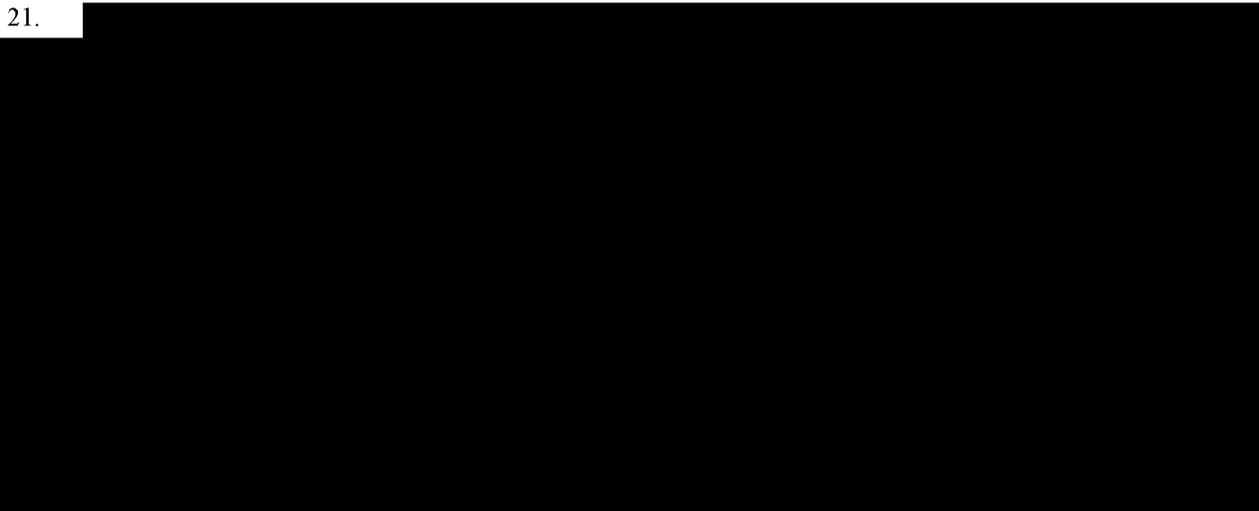
16. During deployments Contractor personnel may be exposed to hazardous conditions and potentially life threatening environments. Deployed Contractor personnel may be required to work in/or near an area that has experienced a AW incident, and as such, could be exposed to chemical, biological, nuclear, and radiological agents, elements and/or contagions.

17. All Contractor personnel shall receive all required immunizations, vaccinations and/or medications in the same manner as Government employees in order to be prepared for deployment. To ensure safety of Government employees and contractor personnel, in accordance with applicable directives, regulations, policies and/or procedures, per the responsible contracting officer the AWG Commander or his/her medical designee may unilaterally determine which immunizations, vaccinations and/or medications are required for force health protection of Contractor personnel.

18. Upon contract award all deployable Contractor personnel must meet, and maintain, all physical and medical requirements in order to deploy. All deploying Contractor personnel shall be required to submit to a Government-furnished dental Panorex and provide DNA sampling for identification purposes.

19. Upon contract award all Contractor personnel shall have vision that is correctable to 20/40, or better. Any contractor personnel requiring vision correction lenses to meet this requirement will be required to submit to a Government-administered eye examination. Following such exam, the personnel will be issued Government-furnished optical inserts for their protective mask.

20. Upon re-deployment all Contractor personnel shall undergo a Government-administered medical assessment in order to identify and document any medical problems that may be related to the deployment.

21. 

## ORGANIZATIONAL CONFLICT

### OF INTEREST CLAUSE (OCI):

a. It is recognized by the parties hereto that the effort to be performed by the contractor under this contract includes advisory and assistance services; a myriad of systems engineering efforts; support in the preparation of specifications and work statements; technical evaluation of other contractor's products and services; and access to other contractors' proprietary information. Consequently, performance of this contract creates potential organizational conflicts of interest such as are contemplated by Federal Acquisition Regulation (FAR) 9.505. It is the intention of the parties that the contractor will not engage in any other contractual or other activities which could create an organizational conflict of interest with its position under this contract; which might impair its ability to render unbiased advice and recommendations; or in which it may derive an unfair competitive advantage as a result of knowledge, information, and experience gained during the performance of this contract. Therefore, the contractor agrees that it will seek the prior written approval of both the Asymmetric Warfare Group (AWG) Operations Support Contracting Officer and the Contracting Officer on the other acquisition before participating in any AWG or Joint Improvised Explosive Device Defeat Organization (JIEDDO) contract as a contractor, subcontractor, or consultant to provide material, equipment or services. Prime contractors will be subject to this restriction, except as a source for a sole-source basis under other prime contracts with the Government. The AWG Operations Support Contracting Officer will consider the requests for written approval on a case-by-case basis. This provision shall have effect throughout the period of performance of this contract, any extensions thereto by change order or supplemental agreement, and for one (1) year thereafter. Participation in any acquisition described above, without express written approval from the AWG Operations Support Contracting Officer, may be grounds for termination of the AWG Operations Support contract. The government may terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract, upon determination that an OCI has occurred.

b. The effort to be performed under this contract includes providing systems engineering and technical direction; input to preparation of specifications and scopes of work; assistance to the Government during technical evaluations of other contractor's offers and products; and access to third-party proprietary information. Such activities create a significant potential for certain conflicts of interest, as set forth in FAR 9.505-1, 9.505-2, 9.505-3, and 9.505-4. It is the intention of the parties hereto to prevent both the potential for bias in connection with the contractor's performance of this contract, as well as the creation of any unfair competitive advantage as a result of knowledge gained through access to third-party proprietary information.

c. Whenever performance of this contract requires access to another contractor's proprietary information, the contractor shall (i) enter into a written agreement with the other entities involved, as appropriate, in order to protect such proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and (ii) refrain from using such proprietary information other than as agreed to, for example to provide assistance during technical evaluation of other contractors' offers or products under this contract. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the Contracting Officer within fifteen (15) calendar days of execution.

d. In addition, the contractor shall inculcate upon its employees, through appropriate means (such as formal training and promulgation of company policies and procedures) the principles of FAR Subpart 9.5. Such inculcation shall include, but not be limited to, training to ensure that employees refrain from using or disclosing proprietary information except as provided by executed agreement or as allowed by the contract. Further, the contractor shall obtain from each of its employees, whose anticipated responsibility in connection with the work under this contract may be reasonably expected to involve access to such proprietary information, a written agreement, which, in substance, shall provide that such employee will not, during its employment by the contractor, or thereafter, improperly disclose such data or information.

e. The contractor shall hold the government harmless and will freely indemnify the government as to any cost/loss resulting from the unauthorized use or disclosure of any third-party proprietary information by its employees, the employees of subcontractors, or by its agents.

f. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the government reserves the right to terminate this contract for default, disqualify the contractor for subsequent related contractual efforts, and to pursue such other remedies as may be available under law. If in compliance with this clause, the contractor discovers and promptly reports an organizational conflict of interest subsequent to contract award, the contracting officer may choose to undertake termination of this contract for convenience of the government, when such termination is deemed to be in the best interest of the government.

g. The contractor will include the same provisions as are expressed in this clause, including this paragraph, in all subcontracts awarded for performance of any portion of this requirement. Subcontract restrictions will be limited, however, to the technical area(s) addressed in the specific statements of work in the subcontractor's given task orders. The subcontractor shall not participate in any AWG or JIEDDO contract in the applicable technical area(s) without written approval of the AWG Operations Support Contracting Officer. This restriction is applicable throughout the period of performance of the subcontract, and any extensions thereof by change order or supplemental agreement, and for one (1) year thereafter. When the provisions of this clause are included in a subcontract, the term "contracting officer" shall represent the head of the Contracts Office of the prime contract. Any deviations or less restrictive coverage deemed necessary or required by the prime contractor for a particular subcontract must first be submitted to the Government Contracting Officer for approval. Subcontractors, on a case-by-case basis, may make a request, through the prime contractor, for a revision to the AWG Operations Support OCI Clause restrictions outlined above.

#### CONTRACTOR WORKFORCE RESPONSIBILITY

In performing task orders under this contract, the contractor shall use only fully trained, experienced, and technically proficient personnel. Training of contractor personnel will be performed by the contractor at his expense except when the Contracting Officer has given prior approval for training to meet the requirements that are specifically peculiar to a particular task. Training at the government expense will not be authorized as a direct charge to the Government unless specifically authorized by the contracting officer. These requests will be sent to the contracting officer not less than fourteen (14) calendar days prior to the event.

#### GOVERNMENT-CONTRACTOR RELATIONSHIPS

a. Contractor personnel under this contract shall not:

(1) be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, military or civilian;

(2) be placed in a staff or policy making position;

(3) be placed in a position of command, supervision, administration or control over DA military or civilian personnel, or personnel of other contractors, or become a part of the Government organization;

(4) be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of DA or other applicable Federal Agencies;

(5) be used in administration or supervision of military procurement activities.

b. Employee relationship. The services to be performed under this contract do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.

c. All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials, unless, in the judgment of the agency, no harm can come from failing to identify themselves. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

#### OTHER DIRECT COSTS - TRAVEL

The following guidelines shall be utilized by the contractor in developing Task Order Management Plans and shall be utilized by both contractor and the Contracting Officer in establishing the amount of other direct costs for travel under task orders:

Cost for travel, subsistence, and lodging shall be paid to the Contractor only to the extent that it is necessary for performance of task orders under this contract. Only per diem that does not exceed the maximum rates set forth in the following shall be considered to be reasonable:

i. Federal Travel Regulations (in effect at the time of travel) prescribed by the General Services Administration for travel in the contiguous 48 United States;

ii. Joint Travel Regulations Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States;

iii. Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in (a) and (b) above.

The application of the rates described above would not constitute a reasonable charge (1) when no lodging costs are incurred; (2) more than one person/employee uses the same room for lodging; and/or (3) on partial travel days (e.g., day of departure and return). Appropriate downward adjustments from the maximum per diem rates shall be required under these circumstances. Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. Fractional billing shall be on a 1/4, 1/2, and 3/4 basis.

Only actual transportation fare via the most direct routes (non-first class) between place of origin and destination is reasonable. Cost for delays enroute (excluding Government-caused delays, unavoidable airline schedule delays, and major acts of nature causing an unavoidable delay) are not reasonable. Per diem is reasonable only when paid at Joint Travel Regulation (JTR) rates. To the extent available, suitable Government quarters, messing, and surface transportation facilities may be used.

Per diem shall be limited to payments to employees for authorized per diem, as described above, and is not to exceed the authorized per diem. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments.

It is not reasonable to pay for travel for contractor personnel performing services at the contractor's home facility or at any location within a 50-mile driving radius of the contractor's home facility.

The Contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission. When it is necessary to use air or rail travel, the Contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist class.

#### PERFORMANCE MONITORING

For performance-based task orders, performance metrics will be identified in each task order. Task order performance will be evaluated based upon the identified metrics.

#### PAST PERFORMANCE

Contractor performance on Task Orders exceeding \$1,000,000 (not to exceed amount including ceiling/options) will be assessed under this contract. For task orders with a period of performance of 12 months or less, a single and final assessment shall be performed when the task order is physically complete. For task orders with a period of performance longer than 18 months, an interim assessment will be prepared every 12 months; a final assessment will be prepared when the order is physically complete. The requirer, the Contractor Administration Office, or any other Government source deemed appropriate will provide to the PCO information relative to the contractor's performance in the following areas: Quality of Product/Services; Schedule; Cost Control; and Business Relations and Management of Key Personnel. The assessment/review will be accomplished using the current Army Past Performance Information Management System (PPIMS). The completed evaluations shall not be released to other than Government personnel and the contractor whose performance is being evaluated.

#### USE OF NON US CITIZENS

- a. Prior approval to use non-U.S. citizens on this contract must be obtained from the USASMDC Contracting Officer and USASMDC Foreign Disclosure Officer (FDO).
- b. When requesting approval for a non-U.S. citizen to be granted access to the contract, the application shall include the individual's full name, date and place of birth, social security account number, and official status within the U.S.
- c. If approval is granted, U.S. Export Laws still apply and the contractor must obtain required export licenses.
- d. The contractor is not authorized to release any data to foreign nationals or foreign representatives without an approved export license. Subcontracting with foreign industry is not allowed under this contract.
- e. The contractor is not authorized to release information, orally, visually, or documentary to anyone not associated with this 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 Contracting Officer's Representative (COR) 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:

Asymmetric Warfare Group

[REDACTED]  
2282 Morrison Street  
Fort Meade, MD 20755

- c. The COR 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. Army Asymmetric Warfare Group (AWG) 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 Contracting Officer's Representative (COR):

Name	Office symbol	Phone Number
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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.

#### KEY PERSONNEL

- a. The contractor shall promptly notify the Contracting Officer of any changes in key personnel. All proposed substitutions must be submitted, in writing, at least thirty (30) calendar days, in advance of the proposed substitutions to the Contracting Officer, and provide the information required by paragraph b. below.
- b. All notifications must provide the name and departure date for the incumbent leaving, a complete resume for the proposed substitution, and any other information requested by the Contracting Officer. All proposed substitutions must have qualifications that are equal to or higher than the qualifications for the position. The Government shall be afforded the opportunity to review the proposed substitution regarding qualifications, security matters, or any other concerns which could, in its opinion, affect performance under the contract.
- c. Key Personnel are defined as follows:

CATEGORIES
Program Manager
Project Manager
Intelligence Analyst - Human Intelligence
Intelligence Analyst - Signals Intelligence
Medical Planner
Operational Specialist - Forward Support
Operational Specialist – Signal
Research Analyst - Center for Army Lessons Learned

Senior Forensics Financial Analyst
Senior Operational Specialist – Advisor
Senior Operational Specialist - Operation Squad
Senior Training Advisor
Subject Matter Expert – Explosive Expert

- d. The offeror agrees to assign to the contract those persons whose resumes were submitted with this proposal as key personnel as defined in paragraph c. above.
- e. This clause does not, in any way, abrogate the contractor's authority to hire or assign personnel as it sees fit, or its responsibility to fill key positions with qualified personnel.

SAFETY HAZARDS: The contractor shall identify, control, and document the hazards associated with this effort and the control methods necessary to eliminate or control the hazards. Significant items shall be addressed in status meetings and included in the final report.

ENVIRONMENTAL: The contractor agrees to the following:

- a. All activities performed under this contract shall be conducted in accordance with Federal, State, and local environmental laws and regulations.
- b. Any facility to be used in the performance of this contract shall be in compliance with all Federal, State, and local environmental laws and regulations for its intended use.

GOVERNMENT FURNISHED FACILITIES:

- a. The government will provide basic support work areas at government facilities.
- b. The government will provide office furnishings for use by contractor personnel in the facilities identified above. The government may also provide government furnished equipment (GFE) as listed in individual task orders.

TASK ORDER PROCEDURES:

- a. Subsequent to award of the basic Indefinite Delivery/Indefinite Quantity (ID/IQ) contract, requests for Task Order Management Plan (T/OMP) proposals will be issued. All task orders are subject to the terms and conditions of the basic contract. In the event of a conflict between a T/O and the basic contract, the basic contract will take precedence.
- b. Performance can only be authorized by issuance of a task order or revision thereto issued by the

contracting officer. The contractor shall incur costs under this contract only in performance of task orders and revisions to orders issued by the contracting officer in accordance with this procedure. The contractor shall not exceed the ceiling for the reimbursable costs as specified in each task order, except as ordered/approved by the Contracting Officer in advance. Any changes to project content, estimated cost, schedules, or deliverable items shall be documented by a revision to the task order via task order modification, appropriately signed by the Contracting Officer. All task orders will be issued in writing via DD Form 1155. The contractor is authorized to initiate task order performance immediately upon receipt of a task order signed by the Contracting Officer.

c. Except for changes identified as such in writing and signed by the Contracting Officer, the contractor shall notify the Contracting Officer in writing, within twenty-four hours from the date that the contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the contractor regards as a change to the contract terms and conditions.

d. In response to each request for a T/OMP, the contractor shall submit a T/OMP electronically to both the PCO and the Contracting Officer's Representative within seven calendar days after receiving the request. The contractor shall concentrate the T/OMP narrative on the approach and rationale supporting the approach. The T/OMP shall provide the contractor's detailed approach to accomplishing the requirements of the task, as well as the proposed breakout of labor hours by labor category and by month for the overall period of performance of the T/O.

The contractor shall identify the following:

ASSUMPTIONS/ ISSUES/IMPACTS  
 TECHNICAL PROJECT APPROACH  
 GOVERNMENT FURNISHED EQUIPMENT (GFE) REQUIRED  
 ORGANIZATIONAL STRUCTURE  
 KEY PERSONNEL (Resumes shall be submitted if requested.)  
 SCHEDULES  
 DELIVERABLES  
 SECURITY  
 TASK ORDER HOURS AND COST DATA

e. The pricing arrangements which are set forth in Section B "PRENEGOTIATED LABOR AND OTHER DIRECT COST INDIRECT RATES," shall be utilized in pricing all T/Os under this contract. Upon receipt of a request for a Task Order Management Plan (T/OMP), the Contractor shall utilize these arrangements to develop the T/OMP.

f. The T/O issued by the Contracting Officer to the contractor will include, as a minimum, (i) a detailed description of the task/subtasks to be performed; (ii) all deliverable items; (iii) the period of performance; (iv) listing of any government-furnished property to be provided/utilized; and (v) approved ODCs.

g. The T/Os will be issued on a DD Form 1155, Order for Supplies or Services, and shall be numbered and in the format specified and provided by the Government. A modification to a T/O will be issued on a Standard Form 30 Amendment of Solicitation/Modification of Contract and will be identified by a numeric designation following the T/O number indicating the revision sequence (e.g., the first modification to T/O #0001 will read as 0001-01).

h. All costs associated with proposal preparation, presentation, submission and negotiation in response to any task request or task order shall be at the contractor's expense and will not be allowable as a direct charge.

i. If the government determines it necessary to issue a task order on a unilateral undefinitized basis, the contractor shall provide a not to exceed ceiling amount (estimated cost and fee) for insertion in paragraph (d) of the Contract Definitization clause (DFARS 252.217-7027) for such undefinitized task order. The contractor shall provide such not to exceed ceiling amount within three calendar days of receipt of the government's request. The government's

request for a not to exceed ceiling amount for an undefinitized task order shall include (i) a detailed description of the tasks to be performed, (ii) a description of all deliverable items, with an associated delivery date for each, (iii) the overall period of performance of the task order, unless such information has already been provided to the contractor via a government request for a task order proposal.

MINIMUM INSURANCE LIABILITY: Pursuant to the requirements of the contract clause 52.228-7, "Insurance – Liability to Third Persons," the contractor shall obtain and maintain at least the following kinds of insurance and minimum liability coverage during any period of contract performance:

- a. Workman's Compensation and Employers' Liability Insurance: Compliance with applicable workmen's compensation and occupational disease statutes is required. Employers' liability coverage in the minimum amount of \$100,000 is required.
- b. General Liability Insurance: Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence, is required on the comprehensive form of policy; however, property damage liability insurance is not required.
- c. Automobile Liability Insurance: This insurance is required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage is required.

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.

CONTINUATION OF DoD CONTRACTOR SERVICES AT GOVERNMENT FACILITIES WITHIN CONUS

1. Contractor personnel who normally provide services at government facilities and who are designated as emergency personnel by a DoD Component are expected to use all means at their disposal to continue to provide such services, in accordance with the terms and conditions of the contract, during periods of crisis situations.

2. To ensure that emergency personnel services under the contract are performed and/or delivered by the contractor during times of heightened security and/or limited access to a government facility, the Task Order Monitor/Task Order Contracting Officer's Representative (COR) and prime contractor in coordination with the Contracting Officer may enter into an agreement that the hours/duties specified in the contract/Task Order may be worked at varying times and locations as long as such is consistent with the Government's requirement and will have no negative impact on the quality of the effort to be performed. The Task Order/Technical Monitor shall immediately seek approval of the Contracting Officer of any such agreement.
3. The Contracting Officer may take any of the following actions, depending on the severity and length of the situation:
  - a. In accordance with FAR 52.242-15, the Contracting Officer may, at any time, issue a written stop-work order to stop all or any part of the work called for under the contract. If a stop work order is issued, the contractor is required to take all reasonable steps to minimize the incurrence of costs allocable to the stopped work.
  - b. Direct contractor personnel designated mission essential emergency personnel to report to their duty station at government facilities as usual for continuing work not subject to any stop work order.
  - c. Direct non-essential contractor personnel who normally work at government facilities to report to their corporate office as their temporary duty station for work not subject to any stop work order.
  - d. Direct, on a case-by-case basis, non-essential contractor personnel who normally work at government facilities to telecommute for performance of work not subject to any stop work order.
4. For Task Orders performed under emergency situations within CONUS, the hours worked shall be billed at the rates specified in the Task Order, regardless of where performance takes place. This provision in no way relieves the contractor from performance of the direct productive person hours (DPPHs) as stated in the Task Order.
5. When required in emergency/crisis situations, the contractor shall report daily to the COR the status and location of all DoD contractor employees. The COR shall relay such information to the Contracting Officer.
6. Nothing in this provision shall be construed to change any element of the contract or the terms and conditions therein.

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	JUL 2004
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	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
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
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.216-11	Cost Contract--No Fee	APR 1984
52.216-24	Limitation Of Government Liability	APR 1984
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Jul 2005) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	JUN 2003

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
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-1	Buy American Act--Supplies	JUN 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.230-4	Consistency In Cost Accounting Practices	AUG 1992
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-25 Alt I	Prompt Payment (Oct 2003) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.241-3	Scope and Duration of Contract	FEB 1995
52.241-4	Change in Class of Service	FEB 1995
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987

52.243-1	Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-2		Changes--Cost-Reimbursement	AUG 1987
52.243-2	Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-5		Changes and Changed Conditions	APR 1984
52.243-6		Change Order Accounting	APR 1984
52.243-7		Notification Of Changes	APR 1984
52.244-2		Subcontracts	AUG 1998
52.244-5		Competition In Subcontracting	DEC 1996
52.244-6		Subcontracts for Commercial Items	FEB 2006
52.245-1		Property Records	APR 1984
52.245-4		Government-Furnished Property (Short Form)	JUN 2003
52.245-5		Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	MAY 2004
52.245-8		Liability for the Facilities	JAN 1997
52.245-18		Special Test Equipment	FEB 1993
52.245-19		Government Property Furnished "As Is"	APR 1984
52.246-23		Limitation Of Liability	FEB 1997
52.246-24		Limitation Of Liability--High-Value Items	FEB 1997
52.246-25		Limitation Of Liability--Services	FEB 1997
52.247-63		Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1		Value Engineering	FEB 2000
52.249-1		Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
52.249-2		Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-4		Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6		Termination (Cost Reimbursement)	MAY 2004
52.249-8		Default (Fixed-Price Supply & Service)	APR 1984
52.249-14		Excusable Delays	APR 1984
52.251-1		Government Supply Sources	APR 1984
52.253-1		Computer Generated Forms	JAN 1991
252.201-7000		Contracting Officer's Representative	DEC 1991
252.203-7001		Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002		Display Of DOD Hotline Poster	DEC 1991
252.204-7000		Disclosure Of Information	DEC 1991
252.204-7003		Control Of Government Personnel Work Product	APR 1992
252.204-7004	Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005		Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000		Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.215-7000		Pricing Adjustments	DEC 1991
252.215-7002		Cost Estimating System Requirements	OCT 1998
252.222-7002		Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7004		Drug Free Work Force	SEP 1988
252.223-7006		Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7040		Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	JUN 2006
252.227-7013		Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014		Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015		Technical Data--Commercial Items	NOV 1995

252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7020	Rights In Data--Special Works	JUN 1995
252.227-7021	Rights In Data--Existing Works	MAR 1979
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.228-7000	Reimbursement for War-Hazard Losses	DEC 1991
252.228-7003	Capture and Detention	DEC 1991
252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.251-7000	Ordering From Government Supply Sources	NOV 2004

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued five years from the effective date of the contract.

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

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

(End of clause)

##### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than [REDACTED] the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

- (1) Any order for a single item in excess of [REDACTED]
  - (2) Any order for a combination of items in excess of [REDACTED] or
  - (3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
- (End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after sixty (60) months after the effective date of this contract.

(End of clause)

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES  
(DEC 2004)

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

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

#### Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
Division of Information  
1099 14th Street, N.W.  
Washington, DC 20570  
1-866-667-6572  
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(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](http://www.arnet.gov)

(End of clause)

## 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any insert regulation name (48 CFR           ) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

## 252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2005)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/UID/equivalents.html>.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/dpap/UID/uid--types.html>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) DoD unique item identification or DoD recognized unique identification equivalents.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All delivered items for which the Government's unit acquisition cost is \$ [REDACTED] or more; and

(ii) The following items for which the Government's unit acquisition cost is less than [REDACTED]:

Contract line, subline, or exhibit line item No.	Item description:
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(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number --  
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(2) The concatenated unique item identifier and the component data elements of the DoD unique item identification or DoD recognized unique identification equivalent shall not change over the life of the item.

(3) Data syntax and semantics of DoD unique item identification and DoD recognized unique identification equivalents. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Data Identifiers (DIs) (Format 06) in accordance with ISO/IEC International Standard 15418, Information Technology `` EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology `` EAN/UCC Application Identifiers and ANSI MH 10 Data Identifiers and ANSI MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD" format for use until the solution is approved by ISO/IEC JTC1 SC 31. The ``DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/dpap/UID/guides.htm>; and

(ii) The encoded data elements of the unique item identifier conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) DoD unique item identification and DoD recognized unique identification equivalents.

(i) The Contractor shall--

(A) Determine whether to serialize within the enterprise identifier or serialize within the part, lot, or batch number; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by

paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(a) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Concatenated unique item identifier; or DoD recognized unique identification equivalent.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number.

(6) Lot or batch number.

(7) Current part number (if not the same as the original part number).

(8) Current part number effective date.

(9) Serial number.

(10) Government's unit acquisition cost.

(e) For embedded DoD serially managed subassemblies, components, and parts that require unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report at the time of delivery, either as part of, or associated with the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if concatenated unique item identifier is used).\*\*

(5) Enterprise identifier (if concatenated unique item identifier is used).\*\*

(6) Original part number.\*\*

(7) Lot or batch number.\*\*

(8) Current part number (if not the same as the original part number).\*\*

(9) Current part number effective date.\*\*

(10) Serial number.\*\*

(11) Unit of measure.

(12) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at <http://www.acq.osd.mil/dpap/UID/DataSubmission.htm>.

(g) Subcontracts. If paragraph (c)(1) of this clause applies, the Contractor shall include this clause, including this paragraph (g), in all subcontracts issued under this contract.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS  
OUTSIDE THE UNITED STATES (MAR 2006)

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

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from [Contracting Officer to insert applicable information cited in PGI 225.7403-1].

(End of clause)

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

## CLAUSES INCORPORATED BY FULL TEXT

## SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

ACCOUNTING/APPROPRIATION DATA

Funds will be obligated by Task Orders (T/Os) issued under the contract. All accounting and appropriation data will be provided on the individual T/Os.

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

<b>Attachment 1</b>	Performance Work Statement, SW-ZZ-08-06, Basic, entitled, "U.S. Army Asymmetric Warfare Group (AWG) Operations Support"	27 Feb 06	14
<b>Attachment 2</b>	AWG Labor Category Descriptions, Revision 1	27 Mar 06	27
<b>Attachment 3</b>	AWG Acronym List	27 Feb 06	5
<b>Attachment 4</b>	DD Form 254, Contract Security Classification	29 Jun 06	6
<b>Attachment 5</b>	U.S. Army Strategic Defense Command Missile Defense (BMD) Classification Guide, incorporated herein by reference. Upon request, the Contracting Officer will provide.	03 Jul 89	132
<b>Attachment 6</b>	Military Standard (MIL-STD) 1806, Technical Data Prepared by or for the Department of Defense, incorporated herein by reference.	01 Feb 90	43
<b>Attachment 7</b>	DD Form 2813, Department of Defense Active Duty/ Reserve Forces Dental Examination	00 Mar 03	2
<b>Attachment 8</b>	PreNegotiated Labor And Other Direct Cost Indirect Rates		
<b>Attachment 8a</b>	CONUS Labor Rates, Differentials, & Add-ons		3
<b>Attachment 8b</b>	AWG OCONUS Labor Rates.xls		16
<b>Attachment 9</b>	DD Form 1423, Contract Data Requirements List	28 Jun 06	6

\*The contractor's certifications and representations submitted in response to RFP W9113M-06-R-0002 are incorporated by reference.

