

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DX-A2	PAGE OF PAGES 1 76	
2. CONTRACT (Proc. Inst. Ident.) NO. W9113M-08-D-0001		3. EFFECTIVE DATE 06 Dec 2007		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 HUNTSVILLE MARTIN ROAD REDSTONE ARSENAL AL 35898-0001		CODE S0107A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) RADIANCE TECHNOLOGIES INC 350 WYNN DR HUNTSVILLE AL 35805-1961				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		
				9. DISCOUNT FOR PROMPT PAYMENT		
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Block 6
CODE 1H1J5		FACILITY CODE				
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY		CODE	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c)		14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE						
Exemption(b)(6)-permits the government to withhold all information about individuals in "personnel and medical files & similar files when the disclosure of such information would constitute a clearly unwarranted invasion of personal privacy						
15G. TO TAL AMOUNT OF CONTRACT					\$247,500,000.00 EST	
16. TABLE OF CONTENTS						
(X) SEC.	DESCRIPTION		PAGE(S)	(X) SEC.	DESCRIPTION	
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE						
17. <input checked="" type="checkbox"/> 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. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number W9113M-07-R-0006-0005 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER		
19B. NAME OF CONTRACTOR				20B. UNITED STATES OF AMERICA		
19C. DATE SIGNED				20C. DATE SIGNED		
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		

Section A - Solicitation/Contract Form

A-2

1. The negotiated CAP rates for each labor category are hereby incorporated as Exhibit VI. The CAP rates may be discounted at the task order level. The Task Order Pricing Matrix Rates are fiscal year (FY) rates and will change on 1 October each year.
2. The subcontractors which were evaluated during the source selection process are hereby approved and incorporated as Exhibit VII.
3. The DD254 is hereby incorporated as Exhibit II.
4. The minimum obligation of [REDACTED] as stated in the Request for Proposal is hereby reduced to a lesser value of [REDACTED] as mutually agreed to by both the Contractor and the Government.
5. The following clauses are hereby incorporated:

FAR 52.232-23
 FAR 52.232-25
 FAR 52.233-3

6. The following clauses that were included in the solicitation have been deleted:

FAR 52.228-7
 FAR 52.232-23 Alt I
 FAR 52.232-25 Alt I
 FAR 52.233-3 Alt I
 FAR 52.243-1 Alt I
 FAR 52.243-2 Alt I
 FAR 52.243-2 Alt V
 FAR 52.245-5 Dev
 FAR 52.245-17 Dev
 FAR 52.245-18
 FAR 52.245-19
 FAR 52.249-6
 FAR 52.249-8
 DFARS 252.219-7009
 DFARS 252.231-7000
 DFARS 252.232-7005

*Exemption (b)(3)-information specifically exempted from disclosure by statute.
 Exemption(b)(4)-protects trade secrets & commercial or financial information
 obtained from a person that is privileged or confidential*

7. The "Government Labor" information was deleted from Section B.
8. The following information previously included in Section B has been relocated to Section H:
 - "Travel Requirements" was moved into Section H, Task Order Pricing, paragraph b.
 - "Overall Requirements"
 - "Work Site for SETAC Contractor"
 - "Guaranteed Minimum"
9. One new clause has been added to Section H entitled "Changes in Team Member/Subs."

10. The section H clause entitled "Program Status Reviews" has been revised.

11. See individual task orders for Block 10 and 12 information.

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. All task orders will be Fixed Price/Level of Effort (FP/LOE) with travel and Other Direct Costs (ODCs), if required, on a cost-reimbursement basis. In emergency situations, the government reserves the right to issue unilateral task orders on an undefinitized basis. Any such undefinitized task order shall be definitized as quickly as possible in accordance with DFARS 252.217-7027. See Section H, Task Order Procedures, for additional information.

The collective ceiling across all contracts awarded under this program is [REDACTED]. The delineation of maximum ceiling amounts in the below schedule among labor, travel, and ODCs are for estimating purposes only. Actual ceiling restrictions shall be applied at the total program level without limitation among these individual pricing elements.

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	SETAC - FIXED PRICE LABOR FFP-LOE Provide services outlined in the scope of work (SOW), as defined in a given task order (T/O), at the fixed prices/government labor category specified in Section J, Exhibit VI entitled, "GOVERNMENT LABOR CATEGORIES AND FIXED PRICES". FOB: Destination	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
				MAX NET AMT	\$237,250,000.00 (EST.)
				CEILING PRICE	[REDACTED]

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
000101		█	█	█	█

MINIMUM OBLIGATION

FFP

This Sub-CLIN is hereby incorporated to obligate the minimum obligation of █ as mutually agreed by the contractor and government. This Sub-CLIN is issued for minimum obligation purposes only and shall not be invoiced against unless the minimum obligation is not met utilizing requirements via task orders within the first 12 months of the ordering period. At the time task orders are issued for specific requirements, these minimum obligation funds will be de-obligated.

FOB: Destination

Exemption (b)(3)-information specifically exempted from disclosure by statute.

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MAX NET AMT	\$5,000
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ACRN AA

CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					█

DATA/DELIVERABLES - CDRLs

Data to be delivered under this contract shall be that cited in the Contract Data Requirements List (CDRL), DD Form 1423s, Exhibit I, consisting of Exhibit Line Item Numbers A001 through A007. Contractor format for Data item Descriptions is acceptable.

FOB: Destination

ESTIMATED COST	NSP
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Reserved				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Other Direct Costs COST Includes materials, special test equipment (STE), supplies (other than Labor and travel) outlined in the individual task orders at the amounts approved by the T/OM and the Contracting Officer. NO FEE ON THIS CLIN. FOB: Destination				

Exemption (b)(3)-information specifically exempted from disclosure by statute. MAX COST \$5,000,000.00 (EST.)

Exemption(b)(4)-protects trade secrets & commercial or financial information obtained from a person that is privileged or confidential

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	TRAVEL COST Travel is directed in the individual task orders. Travel must be completed within the reimbursable amounts allowed per the Joint Travel Regulations and the Company-Implemented Policy and Procedures. NO FEE ON THIS CLIN. FOB: Destination				

MAX COST \$5,000,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	MANPOWER REPORTING				

Contract manpower reporting requirement as provided in the Scope of Work, Paragraph 7.0 entitled, "Contractor Manpower Reporting."

FOB: Destination

FOB: Destination

MAX COST

NSP

Exemption (b)(3)-information specifically exempted from disclosure by statute.

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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	Reserved				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	INDIAN INCENTIVE PROGRAM FFP Incentive Payment Only - Approval and vouchering to be completed IAW individual T/Os and FAR 52.226-1. NO FEE ON THIS CLIN. FOB: Destination				

Exemption (b)(3)-information specifically exempted from disclosure by statute.
Exemption(b)(4)-protects trade secrets & commercial or financial information obtained from a person that is privileged or confidential

MAX
NET AMT

\$250,000.00 (EST.)

DIRECT PRODUCTIVE PERSON

DIRECT PRODUCTIVE PERSON HOURS (DPPHS) FOR TASK ORDERS:

a. 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 and types of DPPHS per each task order, and as agreed to in the corresponding task order management plan (T/OMP), as provided.

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

c. 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 by labor category 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.

Section C - Descriptions and Specifications

SCOPE OF WORK

SYSTEMS ENGINEERING AND TECHNICAL ASSISTANCE CONTRACT (SETAC)

SCOPE OF WORK (SOW)

SW-ZZ-04-07

20 February 2007

1.0 INTRODUCTION AND BACKGROUND

1.1.1 The U.S. Army Space and Missile Defense Command/U.S. Army Forces Strategic Command (USASMDC/ARSTRAT) is the Army's premier integrator of space and missile defense capabilities and, as such, has been directed to deliver assigned Army capabilities across the full spectrum of warfare from concept to warfighter. Areas of responsibility include, but are not limited to, Ballistic Missile Defense (BMD) technology programs involving air, space, and missile defense. The USASMDC/ARSTRAT mission includes serving as the Army's proponent for space and ground-based midcourse missile defense; the Army's operational integrator for global missile defense; and responsibility for mission-related research and development in support of Army Title 10 responsibilities. The myriad of mission support requirements are conducted in accordance with Department of Defense (DoD), Missile Defense Agency (MDA), and Army guidance. The goal of services hereby obtained is to ensure a timely, energetic, and cost effective development of technologies for defense against evolving threats; to coordinate all technology base development to maximize benefits for strategic and theater missile defense and air/space technology programs; and to ensure programs are in regulatory compliance. The USASMDC/ARSTRAT, along with its myriad of other government agencies and strategic partners, acts to manage the Army's research and development effort; to advance the technologies of ballistic missile defense, air and space technology; and to provide a system technology base for a range of future defense applications. These programs, and the associated support, revolve around ten major functions:

1.1.1.1 Requirements Definition, Integration, and Planning

1.1.1.2 Technology Development, System Development, Assessment, and Validation

1.1.1.3 Threat Estimation/Projections

1.1.1.4 Weapons Lethality and Effects Estimation

1.1.1.5 Modeling, Simulation, and Interfacing

1.1.1.6 Program/Project Analysis, Evaluation, Experimentation, and Support

1.1.1.7 Production and Fielding Support

1.1.1.8 Homeland Defense and Homeland Security

1.1.1.9 Warfighter Support

1.1.1.10 Chemical, Biological, Radiological, and Nuclear

1.1.2 The programs are continually changing based on evolving technology, new doctrine, and changing government emphasis. Current emphasis is to research, evaluate, prove the effectiveness of various components and systems, and support production and fielding. Additional areas of emphasis, such as homeland defense/homeland security and warfighter support have recently become part of the overall USASMDC/ARSTRAT

mission. The USASMDC/ARSTRAT has structured research programs integrating an extremely wide range of technologies and support functions into system concepts and/or hardware components/system platforms. In addition to DoD elements and participating government agencies, many industrial firms, are also involved as government contractors. The purpose of this contract is to obtain systems engineering and technical assistance for USASMDC/ARSTRAT and other associated air, space, and missile defense organizations related to the many tasks and projects which fall within the broad categories of air, space, and missile defense activities under the missions of those agencies, as they are defined by Higher Headquarters, Congress, and the Department of Defense.

2.0 SCOPE AND GENERAL REQUIREMENTS

2.1.1 The general areas to be supported for the duration of the contract are set forth in this Scope of Work. These areas are not meant to be definitive, but rather, represent in summary form the general areas to be supported. Therefore, the SOW is deemed to be a basic expression of the contract requirement. Specific performance requirements will be set forth in Task Orders (T/Os) issued under the contract. The T/Os may be issued for USASMDC/ARSTRAT and other Government Agencies involved in air, space, and missile defense, or as directed by higher Headquarters, in support of their current Mission and Function Statements.

2.1.2 The contractor shall conduct studies, and provide concept system definition and related documentation to support the study results; provide independent analyses, simulations, technological assessments; and perform other related tasks in systems definition, experiments, technology demonstration, system development, production and fielding; homeland defense/homeland security; and warfighter support. The contractor shall analyze, critique, and assess the adequacy, timeliness, and cost effectiveness of work performed by other contractors. The contractor shall identify issues and shall formulate and provide alternatives for issue resolution. The contractor shall have a working knowledge of the DoD 5000 acquisition milestone review process and shall be knowledgeable of initiatives in the acquisition arena.

2.1.3 The contractor shall implement the SETAC Operations Security (OPSEC)/TEMPEST Plan in performance of any portion of the contract requiring OPSEC. Further instructions are contained in the current AR 530-1.

2.1.4 In performing this SOW, the contractor may be required to interact with USASMDC/ARSTRAT, with other contractors, and with various other governmental agencies, as designated by T/O statements of work. Such interaction shall be conducted only to the extent addressed in the specific T/O or routine technical discussions with the task order monitor (T/OM).

2.1.5 Changes in emphasis and significant changes in program direction are inevitable with respect to approved projects. These changes may result in short-turnaround requirements, as well as mid-performance de-scoping of a T/O statement of work to move the work to another, more appropriate SETAC contractor. The contractor shall be responsive to such changes as they are defined by the issuance of T/Os, including new, revised, or terminated effort. Ending a given T/O, or any portion thereof, shall not be considered a termination or partial termination as defined in Federal Acquisition Regulation or its Supplements.

2.1.6 The contractor shall perform specific work as directed, and funded, by individual T/Os. Each T/O will include, at a minimum, the estimated Direct Productive Person Hours (DPPHs) for the fixed-price labor categories; the applicable funding; the T/O ceiling for labor, travel, and materials; the period of performance; the required deliverables; the T/O statement of work; and any special instructions applicable to the given T/O. The contractor and/or subcontractor shall not be reimbursed for any work performed without a fully-executed T/O. Work beyond either the established ceiling or period of performance will not be reimbursed.

2.1.7 The contractor shall provide a Task Order Management Plan (T/OMP) which shall define a plan to execute and control the SETAC effort under each specific T/O. The T/OMP must delineate how the contractor plans to accomplish the effort supporting the specific T/O, to include a breakout of DPPHs spread across the Government Labor Categories, travel, required material, a milestone schedule, and a schedule for the planned expenditure of funds.

2.1.8 The contractor shall prepare and deliver to the government the technical data in accordance with the requirements and schedules set forth in the CDRL DD Form 1423. It is not the intent of the government to have new data formats prepared where existing ones may suffice. Thus, contractor-internal procedures, which are acceptable to the Contracting Officer as equivalent to the requirements of data item(s), DD Form 1664, may be used for submittal to the government.

2.1.9 The contractor shall host and conduct status meetings at his facility. These meetings, as scheduled by specific T/O, shall be structured to provide the government with an up-to-date status of the contractor's technical and programmatic progress. Following each such meeting, the contractor shall prepare a report for Government approval, as required.

2.1.10 Attendance at Conferences and Symposiums may be necessary in order to perform the specific T/Os issued under the contract. One person who is presenting a SOW-related paper at the request/direction of a specific task order monitor (T/OM) may attend the conference/symposium to present such paper without going through the Government Contracting Officer for conferences/symposiums held in the United States. This limited blanket approval does not apply to any other same or similar-type situation, nor does it relieve the contractor/subcontractor from the responsibility to obtain the approval of the appropriate T/OM. If the conference is outside the United States, the contractor must obtain appropriate approvals, including Technical Assistance Agreements (TAAs) and Public Affairs coordination, prior to sending request for approval to attend the conference to the Contracting Officer. A copy of any such approvals shall be submitted with the request.

2.1.11 The contractor shall maintain all Contractor Acquired Property (CAP) and Government Furnished Property/Equipment (GFP/GFE) in an operational state.

3.0 CONTRACTOR REQUIREMENTS

3.1.1 The SETAC contractor shall provide the capability to perform a wide variety of tasks (to be defined in detail in the individual T/Os issued during the period of performance) related to the tasks as defined above. The contractor must be capable of providing flexible, responsive, and high quality systems engineering and technical support relating to the missions of the USASMD/ARSTRAT and other associated air, space, and missile defense organizations, as described in 1.1.1, above. The contractor's technical effort shall be under the direction of a Program Manager (PM). The PM shall provide the overall management of program, personnel, planning, quality control, direction, coordination, and reviews necessary to assure effective contract performance.

3.1.2 The contractor shall ensure that adequate technical capability is available to provide responses to specific tasks based on a 40-hour work week. As directed by specific T/O, the contractor may be required to provide support on a 24/7 basis. It is the contractor's responsibility to provide and maintain a state-of-the-art trained workforce capable of providing the services specified in the T/Os as issued under this contract. All related training, continuing education, certification courses, and other similar events are the financial responsibility of the contractor. Task priorities, short-notice suspensions, operational constraints, and other potential "impacts" shall be managed so as to maintain schedule requirements on all T/Os.

3.1.3 The contractor shall perform temporary duty (TDY) non-local travel, as required in the performance of this SOW, as directed by individual T/Os. The TDY locations include, but are not limited to, [REDACTED]

[REDACTED] The T/Os will specify authorized travel locations and the NTE ceiling for the given effort. Travel to locations other than those specified in the T/O requires the prior written approval of the applicable T/OM.

4.0 SECURITY

Exemption (b)(3)-information specifically exempted from disclosure by statute.

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4.1.1 Certain contractor personnel must possess TOP SECRET/Sensitive Compartmented Information (SCI) CLEARANCE and/or be eligible for immediate adjudication by the cognizant security authority upon award of the contract. Future requirements for SCI-eligible personnel shall be established by individual T/Os. The T/OMs shall apprise the contractor of any increased security requirements. The contractor shall submit adequate clearance packages within ten (10) calendar days of identification of any increased security requirements.

4.1.2. The contractor must have or be able to obtain a Top Secret "Facility Clearance" and "Safeguarding Capabilities".

4.1.3 Some T/Os issued under this contract may require access to, and clearance for, Special Access Programs (SAPs) up to and including the TOP SECRET/SCI level. The T/Os requiring such access will be awarded or modified accordingly with a revised DD254 allowing appropriate access and outlining the specific security requirements.

4.1.4 As identified in individual T/Os, the Government shall provide a limited, temporary work area for two to three contractor personnel on an "as needed" basis at Government Sensitive Compartmented Information Facilities (SCIFs). Storage space, electronic SCI message support, and SCI billet indoctrination support shall be provided by the government.

4.1.5 The SETAC will require access to Sensitive Compartmented Information (SCI) data in order to perform analysis and assess the adequacy of the work performed by other contractors. This data and other related information will be used to check the adequacy of sources to provide the T/OM with an accurate assessment of the threat to the system and assist in the planning and the conduct of analyses, simulations, assessments, system tests, and other related tasks. The SCI-cleared contractors will be required, in conjunction with their SCI contract monitor, to interface with key USASMDC/ARSTRAT and other government personnel, and to enter into SCI discussions to assist in assessment and decisions on the programs.

4.1.6 Some task orders may require contractor access to Sensitive Compartmented Information (SCI) as determined by the government. If SCI access is required, the Task Order Monitor, in coordination with the USASMDC/ARSTRAT Security Office (G-2), will determine the number of contractor personnel requiring SCI access. Task Order specific DD254s will be issued under separate cover if SCI access is required.

4.1.7 The contractor shall perform in accordance with the National Industrial Security Program Operating Manual (NISPOM) (DoD 5220.22M) and ensure that all classified material is handled in accordance with the latest appropriate security classification specifications. Foreign participation will not be allowed at the prime or subcontract level.

5.0 MEETINGS/BRIEFINGS/PUBLICATIONS

5.1.1 The contractor shall participate in Technical Interchange Meetings (TIMs), to be scheduled upon request of a specific T/OM, to discuss and to informally evaluate the SETAC contractor's efforts and accomplishments in direct relation to specific T/Os. During these meetings, the contractor shall present necessary data to enable a joint review of its various assigned tasks, along with attendant schedules, and resource expenditures. The contractor shall present and participate in technical discussions and shall inform, in a timely fashion, the T/OM of any problems with contract execution and any proposed solutions. During these TIMs, the T/OM may also informally evaluate the on-going SETAC performance.

5.1.2 The contractor shall attend and participate in Program Management Reviews (PMRs), Integrated Process Teams (IPTs), and other meetings, as scheduled by the T/OM.

5.1.3 The contractor shall provide technical orientation briefings, as directed.

6.0 DELIVERABLES

6.1.1 Documentation developed under this contract shall be delivered as specified in individual T/Os. Individual T/Os will indicate the media type, as well as the quantity of copies of the work products required for delivery. The contractor shall be proficient in the use of the current Government/command-standard software and shall possess the capability to deliver the automated data in the command-standard software format. Delivery will typically be required only in electronic media form; all such deliveries shall be virus free.

6.1.2 All deliverables, either stated in a given T/O or required as a standard item pursuant to this contract, will be strictly in accordance with the DD Form 1423, Contract Data Requirements List (CDRLs).

6.1.3 As directed by the T/OM, software developed incidental to the performance of this contract shall be delivered to the Government as both source and executable code and shall be considered a "Special Work" pursuant to DFARs 252.227-7020, Rights in Special Works. (A006 & A007)

7.0 MANPOWER REPORTING

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

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Section D - Packaging and Marking

GENERAL PROVISIONS

D1. Packing and marking of technical data and deliverables to be delivered pursuant to the requirements of each individual task order shall be in accordance with Contractor's standard commercial practices.

D2. Items shipped shall be marked in accordance with the instructions provided with each task order.

Section E - Inspection and Acceptance

ACCEPTANCE

Acceptance by the Government of all items delivered hereunder shall be stated in each task order.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0006	N/A	N/A	N/A	Government
0007	N/A	N/A	N/A	Government
0008	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001

CLAUSES INCORPORATED BY FULL TEXT

ACCEPTANCE. Acceptance will be made only by the Contracting Officer, U.S. Army Space and Missile Defense Command.

Section F - Deliveries or Performance

CO-OP/INTERN PROGRAM
COOPERATIVE EDUCATION (CO-OP) AND/OR INTERN PROGRAMS

a. Definitions for this clause:

Co-Op Program: a partnership among the student, educational institution, and employer, with specified responsibilities structured for each party by the educational institution.

Intern Program: based on a company policy pertaining to the hiring and management of interns, the contractor presents a hands-on learning experience to qualified College/University candidates in a supportive, mentoring environment.

b. Responsibilities:

Under either a Co-Op Program or an Intern Program, the College/University teaches basic facts, theories, and principles while the employer provides the opportunity for a student to apply these facts, theories, and principles to practical work situations and problems.

The contractor provides the student with assignments of increasing challenge and responsibility. The contractor evaluates the work of the student and discusses the results with him or her. The contractor is responsible for supervising the work of the student.

c. Billing:

The contractor is authorized to establish a Co-Op and/or Intern Program for performing work under this contract. The contractor is authorized to bill the government for Co-Op and/or Interns based on class standing as follows (NOTE: The entry-level category is Level I of the appropriate SETAC labor category.):

- Freshmen: [REDACTED] of the applicable entry-level fixed-price labor rate.
- Sophomore: [REDACTED] of the applicable entry-level fixed-price labor rate.
- Junior: [REDACTED] of the applicable entry-level fixed-price labor rate.
- Senior: [REDACTED] of the applicable entry-level fixed-price labor rate.

Increases in the percentage billed to the Government are not authorized until enough course work is completed to move the student to the next class standing.

d. Approval Process: Prior to hiring an Intern and/or Co-Op to perform work under a task order, the contractor shall obtain written concurrence from the applicable task order monitor. E-mail may be used for this process.

Exemption(b)(6)-permits the government to withhold all information about individuals in "personnel and medical files & similar files when the disclosure of such information would constitute a clearly unwarranted invasion of personal privacy

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A

0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0006	N/A	N/A	N/A	N/A
0007	N/A	N/A	N/A	N/A
0008	N/A	N/A	N/A	N/A

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 of the contract is the period in which Task Orders may be awarded. The period of performance is the time frame in which the Task Orders must be completed.

- a. The total ordering period shall not exceed sixty (60) months after the effective date of the contract.
- b. Task Orders (T/Os): Each T/O issued pursuant to the clause herein titled "Task Order Procedure" will specify the period of performance applicable to the SOW for each individual T/O. The period of performance of any T/O shall not extend past 12 months of the established ordering period of the basic contract, which is 05 Dec 2012. Therefore, all T/O must be completed on or before 05 Dec 2013.

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 quarterly listing of all transmittal letters submitting required data to the offices shown in Block 14 of DD Form 1423, including requirements delivered to the various task order monitors under the task orders issued under this contract.

- b. While the DD Form 1423 incorporated into the contract contains broad generic Data Item Descriptions (DiDs), such as that utilized for CDRL Item A004 and A005, Technical Report - Study/Services, all fully-executed Task Orders (T/Os) will include the specific deliverable(s)/titles required during T/O performance.
- c. The extent of the Government's rights in data delivered under the contract shall be governed by the contract clauses incorporated in Section I of this contract or at the task order level.
- d. Acceptance by the Government of all items delivered hereunder shall be at destination or as stated in the task order.
- e. Electronic media, including e-mail, shall be utilized to the maximum extent practical. All unclassified data of a technical nature shall be exchanged over .mil network, SIPRNET, or other government approved NSA encryption method. All classified data/information will be exchanged/transmitted in accordance with the procedures set forth in DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM). The software and report formats utilized shall be in accordance with the then-current Command standard.

Section G - Contract Administration Data

INCREMENTAL FUNDING

The task orders issued under this contract may be incrementally funded in accordance with the clause FAR 52.232-22 and/or 252.232-7007. The Government will not be obligated to reimburse the contractor in excess of the amount allotted to a specific ACRN on any given task order, nor any amount in excess of the total obligated funding on any given task order. Additionally, allotments of funds will become available only by modification to any given task order.

ACCOUNTING AND APPROPRIATION DATA

AA: 21 7 2040 0000 36 2214 63330421500 2512 W31RPD7335KN91 7HVR91 S01021
AMOUNT: \$5,000.00
CIN 00000000000000000000000000000000: \$5,000.00

CLAUSES INCORPORATED BY FULL TEXT

CONTRACT ADMINISTRATION

a. In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the Contracting Officer be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.

b. All correspondence pertaining to this contract will be addressed to:

U.S. Army Space and Missile Defense Command/U.S. Army Forces Strategic Command



P O Box 1500
Huntsville, AL 35807-3801

c. The telephone and FAX number of the Contract Specialist (CS) is:



Exemption (b)(3)-information specifically exempted from disclosure by statute.

Exemption(b)(4)-protects trade secrets & commercial or financial information obtained from a person that is privileged or confidential

d. If this contract is being administered by a Defense Contract Management Command (DCMC) inquiries concerning normal contract administration should be referred to the DCMC assigned office (see Block 24 of the SF 33 or Block 6 of the SF 26).

CONTRACTOR'S CONTRACT ADMINISTRATION.

The Contractor's contract administration functions will be performed at the following address:

Name and Title [REDACTED]

Responsible Office Radiance Technologies

Address 350 Wynn Drive
Huntsville, AL 35805

Exemption (b)(3)-information specifically exempted from disclosure by statute.

Exemption(b)(4)-protects trade secrets & commercial or financial information obtained from a person that is privileged or confidential

Telephone Number [REDACTED]

Email: [REDACTED]

DUNS # 031994218 CAGE # 1H1J5

INVOICING AND VOUCHERING

a. 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, **except contractors that are approved for direct billing. Contractors approved for direct billing will no longer be required to submit the first voucher to DCAA for review and approval.** Final vouchers will be submitted to the ACO with a copy to DCAA and the task order Contracting Officer.

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

c. 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.

d. The contractor shall identify on each public voucher: (1) The accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA;" and (2) the words "BMD CONTRACT" in bold type on the face page of the voucher.

e. Vouchers/Invoices shall be prepared in such a manner that only one Task Order (T/O) is addressed on each. Both "current" and "cumulative" data will be provided 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.

g. The contractor shall substantiate vouchers/invoices by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Such substantiation data shall be maintained and readily available for audit purposes, but shall not be included with the voucher submitted to the Finance and Accounting Office.

h. The contractor may submit public vouchers, not more frequently than twice per month on each individual T/O, based on the DPPHs expended under that T/O, plus applicable travel and OCD costs. The vouchers shall be computed based on the DPPHs expended in the performance of the individual T/O multiplied by the fixed-price rates specified in the Section B paragraph entitled "GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH" of this contract, as well as actual costs for travel and ODC, as applicable.

i. If requested by the SETAC Contracting Officer, on a case-by-case basis, a copy of a voucher, together with any necessary supporting documentation, shall be provided to the issuing office specified in Block 5, Page 1, Section A of Standard Form 26.

j. The Paying Office shall ensure that the payment is disbursed for each ACRN as indicated on the voucher.

k. Upon completion of a task order and in compliance with all the terms and conditions of this contract (including the certification required by the Section B paragraph entitled, "DIRECT PRODUCTIVE PERSON HOURS (DPPHS) FOR TASK ORDERS), the contractor shall submit a notice of completion to the appropriate Task Order Monitor (T/OM) with a copy furnished to the ACO and SMD Contract Specialist. The T/OM will be accorded thirty (30) days to review and identify any discrepancy in the notice of completion. After the 30-day period, or upon concurrence by the T/OM (whichever occurs first), the Government shall pay any balance for allowable DPPHs not previously paid.

l. The contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment on a specific T/O issued under this contract, shall execute and deliver, at the time of, and as a condition precedent to, any final T/O payment under this contract, a release discharging the Government, its officers, agents, and employees, of and from all liabilities, obligations, and claims arising out of, or under, the specific Task Order. These closing documents shall be submitted with the final voucher.

m. The contractor shall prepare a final voucher for all T/Os within 120 days (or longer if approved in writing by the contracting officer) after settlement of the final annual indirect cost rates to reflect the settled amounts and rates for the performance period covered. The cognizant DCAA shall perform a final audit on the contractor's prepared final vouchers to determine allowable costs. The ACO may utilize the cumulative allowable worksheets included with the DCAA incurred cost audit reports in lieu of requesting DCAA to perform the final closeout audit to determine the final costs on the cost reimbursable portions of this contract.

CONTRACT ADMINISTRATION:

Administration of this contract and individual task orders will be performed by the cognizant office as shown in Block 7, Page 1, Section A, of DD Form 1155. However, the duties described in the following FAR 42.302(a) paragraphs will remain the responsibility of the PCO: (3), (12), (27), (38), (40), (41), (44), and (45). No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or 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:		

ACCOUNTING/APPROPRIATIONSDATA

As 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 except the minimum obligation of [REDACTED] obligated on Sub-CLIN 000101.

Exemption(b)(6)-permits the government to withhold all information about individuals in "personnel and medical files & similar files when the disclosure of such information would constitute a clearly unwarranted invasion of personal privacy

Section H - Special Contract Requirements

USE OF GOVT SOURCES

- a. Government sources of supply may be utilized for purchases necessary in the performance of this contract. Clauses at FAR 52.251-1 and DFARS 252.251-7000 are applicable.
- b. Only for purchases charged directly to this contract shall title vest with the Government. For property charged as an indirect cost, title shall vest with the purchaser.

WORK SITE FOR SETAC CONTRACTOR

It is the US Army Space and Missile Defense Command/ US Army Strategic Command (USASMDC/ARSTRAT) policy that contractor employees shall not be authorized to work in the USASMDC/ARSTRAT facility, [REDACTED] except for access to SAP and SCI facilities. We reserve the right to amend this provision contingent upon a case by case basis with sufficient justification.

However, other Government Agencies may require on-site (Government Site) contractor support. This will be determined on a task order by task order basis.

Exemption (b)(3)-information specifically exempted from disclosure by statute.

Exemption(b)(4)-protects trade secrets & commercial or financial information obtained from a person that is privileged or confidential

OVERALL REQUIREMENTS

OVERALL REQUIREMENTS OF THE CONTRAC

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 Statement of Work (SOW) incorporated in Section C and attachments as set forth in "Section J - List Of Documents, Exhibits And Other Attachments."

PATENTS - REPORTING OF SUBJECT

PATENTS - REPORTING OF SUBJECT INVENTIONS:

- a. The interim and final invention reports shall be submitted via DD Form 882, Report of Inventions and Subcontracts, see [REDACTED] 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 each task order and 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(s). The prime contractor's invention reports shall contain a copy of each of the subcontractor's invention reports.

USE OF NON-US CITIZENS

- a. Prior approval to use non-U.S. citizens on this contract must be obtained from the USASMDC/ARSTRAT Contracting Officer and USASMDC/ARSTRAT 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.

CONFERENCES & TRAINING

TRAINING, CONFERENCES, SEMINARS AND/OR SYMPOSIUMS

- a. The Government will only reimburse the Contractor for training, conference, seminar, and/or symposium expenditures as determined to be necessary for the performance of assigned tasks; as included in the fully-executed task order (T/O) or approved by the Task Order Monitor (T/OM) within his/her authority as granted in the contract and his/her task order; and within the parameters set forth in this clause.
- b. All training, conference, seminar, and/or symposium expenditures are subject to **prior** approval of the T/OM, availability of funds, and Defense Contract Audit Agency (DCAA) audit. Any expenditures that are incurred without prior approval of the T/OM **shall not** be allowable as a direct charge.
- c. It is the contractor's responsibility to provide and maintain a state-of-the-art trained workforce capable of providing the services specified in the T/Os as issued under this contract. All related training, continuing education, certification courses, and other such events are the financial responsibility of the contractor. Training of contractor personnel will be performed by the contractor at its expense except when the T/OM 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 T/OM. These requests shall be sent to the T/OM not less than fourteen (14) calendar days prior to the event.
- d. Training, Conferences, Seminars and/or Symposiums are **not** normally allowed as a direct charge. If the training, conference, seminar and/or symposium does not meet one of the following exceptions, then it is not allowable as a direct charge:
 - (1) Attendance is required in order to gather information for the Government, analyze the information, and prepare a formal written report/recommendation to the Government relating to the information.
 - (2) The training is unique to a specific technical discipline and the knowledge gained by attendance can not be used by the contractor in any other business venture because no other company or Government agency requires such expertise.

(3) Attendance is required in order to present a paper on behalf of the Government and such is required in accordance with the T/O SOW.

(4) Attendance is required in order to man a booth at a Government-sponsored conference/symposium and such is required in accordance with the T/O SOW.

e. It is the sole duty and responsibility of the contractor and/or subcontractor to ensure compliance with all required foreign disclosure and/or Technical Assistance Agreement (TAA) requirements, if applicable. In the absence of a TAA, the contractor has no authority to speak, present a paper, participate in conferences, or participate in discussions/meetings involving foreign entities outside the United States.

f. In accordance with Section H clause entitled "Deployment Outside the Continental United States (OCONUS)", it is the contractor's full responsibility to obtain all passports, visas, or other documentation necessary to enter and/or exit any area; to verify and comply with all SOFA or TESA requirements; to register all personnel with the appropriate U.S. Embassy or Consulate; and to comply with all other requirements mandated by this clause.

GOVT-CONTRACTOR RELATIONSHIPS

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.

GOVT FURNISHED FACILITIES

The government will not provide contractor personnel work areas at the Redstone Arsenal, [REDACTED] Von Braun Complex except for access to SAP & SCI Facilities when required on an individual task order basis. We reserve the right to amend this provision contingent upon a case by case basis with sufficient justification.

However, other Government Agencies may require on-site contractor support. This will be determined on a task order by task order basis.

Exemption (b)(3)-information specifically exempted from disclosure by statute.

Exemption(b)(4)-protects trade secrets & commercial or financial information obtained from a person that is privileged or confidential

DISABLED WORKFORCE/JWOD

The contractor is required to meet one of the following requirements:

1. At least [REDACTED] of the prime contractor's total workforce will be disabled (as defined by the American with Disabilities Act (ADA)) or visually impaired.
 - a. The ADA definition of disability is: an individual must meet one of the following three tests:
 - (a) have a physical or mental impairment that substantially limits one or more of the major life activities of such individual; (b) have a record of such impairment; or (c) be regarded as having an impairment.
 - b. Visually impaired is defined as: central visual acuity which does not exceed 20/200 in the better eye with correcting lenses or ... visual acuity if better than 20/200 ... accompanied by a limit to the field of vision in the better eye to such a degree that its widest diameter subtends an angle no greater than 20 degrees.

OR

2. At least [REDACTED] of the dollar value of all subcontracts will be spent on products and services manufactured and provided by Nonprofit Agencies that employ people who are blind or severely disabled and are associated with the National Industries for the Blind (NIB) or NISH under the AbilityOne (formerly JWOD) Program. NIB [REDACTED] and NISH [REDACTED] are available to assist offerors with meeting this requirement.

OR, a combination of the 2 requirements.

The contractor understands and acknowledges that this requirement is a material part of the contract, and that failure to meet this requirement is a breach of the contract, which can subject the contractor to a termination for default action.

Annually, on the anniversary date of contract signing, the contractor will provide a letter report to the contracting officer showing how this requirement was met during the preceding 12 months.

SAP AND SCI FACILITIES

Access to SAP and SCI material will be restricted to Government Facilities; it is not SMDC/ARSTRAT's intent to accredit SAP or SCI facilities at contractor locations.

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.

PROGRAM STATUS REVIEWS

A Program Status Review (PSR) will be held on a quarterly or semi-annual basis as requested by the Procuring Contracting Officer (PCO). The contractor shall provide briefing charts depicting number of task orders, total amount for each task order, total programmatic amount (total of all tasks combined), status of disabled workforce/JWOD requirements and allocation of work to subcontractors at the programmatic level. Support of OCONUS efforts shall also be addressed. Additionally, individual and program level issues will be addressed during the PSR meeting. Additional requirements may be added by the Contracting Officer as needed.

The Contractor shall provide briefing charts to the PCO at the end of each quarter or semi-annually as requested by the PCO. The briefing charts shall address all activity under the master IDIQ contract through the last day of the last month of each quarter or semi-annual period. The progress review charts shall as a minimum, contain the following information:

- (1) A listing of ALL task orders issued for the preceding quarter to include:
 - a. Ordering Office/Customer
 - b. Task order number and date of issuance
 - c. Functional area – choose the functional area that represents the preponderance of work
 - d. Location of performance and a brief description of work covered by task order
 - e. Total amount ordered and obligated under each individual task order to include any modifications
 - f. Performance period of each order including options
- (2) Indicate number of task orders provided fair opportunity. Number responded to, number declined to participate and rationale for not participating
- (3) Percentage of task orders awarded under each functional area;
- (4) Concerns or areas for improvements
- (6) Cumulative summary of total dollars ordered and obligated to date on IDIQ contract;
- (7) Cumulative summary of dollars ordered and obligated by functional area when the task order spans more than one.
- (8) Travel Information:
 - a. Number of trips (identify TO number for each)
 - b. Number of trips booked 14 days in advance
 - c. Number of trips not booked 14 days in advance and reason/justification
 - d. Number of trips attended by more than two employees and reason/justification
 - e. Number of instances rental cars were upgraded from economy cars and reason other than number of travelers
 - f. Number of instances where video/teleconferences were used in lieu of travel
 - g. Identify if discounts were utilized (e.g. AAA, Government Rates when available, Corporate Rates, preferred travel arrangement/discounts).

Exemption (b)(3)-information specifically exempted from disclosure by statute.

Exemption(b)(4)-protects trade secrets & commercial or financial information obtained from a person that is privileged or confidential

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- (9) Status of disabled workforce/JWOD
- (10) Allocation of work to subcontractors at the programmatic level
- (11) Support of OCONUS efforts

The above briefing charts shall be provided to the PCO at least two days in advance of the scheduled Program Status Review meeting.

TASK ORDER PROCEDURES

a. The contractor shall incur costs under this contract only in the performance of Task Orders and revisions to Task Orders issued by the Contracting Officer in the form of task orders or modifications to task orders in accordance with this procedure. No other costs are authorized without the express written consent of the Contracting Officer.

b. Task Orders will be issued by the Contracting Officer to the contractor incorporating (i) the task order to be performed to include deliverables; (ii) the required delivery dates or overall period of performance; and, (iii) any Government-furnished property. Deliverables may consist of charts, reports, briefing notes, tabulations, view graphs, computer software, materials, and presentation, as appropriate.

c. Task Orders will be issued on a DD Form 1155 Order for Supplies or Services and shall incorporate the Task Orders that will be numbered and in the format specified and provided by the Government. A revision to a Task Order will be issued on a Standard Form 30 Amendment of Solicitation/Modification of Contract and may incorporate revisions to Task Orders that will be identified by an alpha designation following the Task Order number indicating the revision sequence.

d. The minimum obligation amount of [REDACTED] for the contract (five years) identified in Section B will be obligated at time of award.

e. Each awardee will be provided a fair opportunity to be considered for each order exceeding [REDACTED] unless a statutory exception applies. Broad discretion will be exercised by the Contracting Officer who will consider the following factors in the placement of orders:

- (1) Past performance in a given functional area identified in source selection and/or on previous tasks issued thereunder;
- (2) Quality of deliverables provided on previous Task Orders;
- (3) Cost control ability demonstrated by previous Task Orders and/or required due to the complexity of the proposed Task Order;
- (4) Cost reasonableness on previous Task Orders, or cost competition on the proposed Task Order;
- (5) Urgency of the requirement;
- (6) Uniqueness of the requirement; and,
- (7) Whether the task is considered to be a continuation of a previously issued Task Order.

Typically, each new Task Order will be subjected to the above factors, and if deemed by the Contracting Officer as appropriate for "competition" will be submitted to each awardee for development of a Task Order Management Plan (TOMP), to include a cost "volume"; see in this respect paragraph g. below. The Contracting Officer will then employ the above factors in determining the most appropriate award.

f. No protest under FAR Subpart 33.1 is authorized in connection with the issuance or proposed issuance of a Task Order, except on the grounds that the order increases the scope or maximum value of the contract in total (not necessarily each contract period).

g. The contractor shall submit to the Contracting Officer a TOMP (see CDRL A001) within five (5) calendar days after receiving the Task Order and written notification from the Contracting Officer that a TOMP is required. The TOMP shall provide the contractor's detailed approach to accomplishing the requirements of the task and will identify the contractor's overall estimate for completing the task. An oral presentation may be required in lieu of or in addition to the Task Order. Specific direction will be provided by the Contracting Officer.

h. The contractor shall initiate task performance promptly upon receipt of a fully executed task order incorporating the Task Order that has been signed by the Contracting Officer. The signed Task Order will incorporate all items agreed upon during TOMP discussions.

i. It is the Government's intent to fully fund each task order when issued. The only perceived exception will be in the event of a Continuing Resolution Authority (CRA), or similar event, in which case funds be will incrementally obligated (funded) in accordance with the limitations of the CRA.

j. The "Limitations of Funds" clause applicable to cost reimbursable ODCs and Travel contained in Section I herein will be applicable to all funding actions (whether or not they are incremental or full funding type actions).

k. This ordering procedure is of a lesser order of precedence than the "Limitation of Funds" clauses in Section I (ref. 252.232-7007) of the contract. The contractor is not authorized to incur costs on task orders which are not in compliance with this clause.

l. Changes. The contractor **cannot** exceed the price/costs specified in each task order without the written approval of the contracting officer. DPPHs may vary [REDACTED] within the estimated DPPHs for each task order as long as the task order amount is not exceeded. Any changes to task content, total DPPH hours in excess of [REDACTED] estimated cost, schedules, and deliverables shall be documented by a modification to the task order.

m. The Pricing Matrix included at Section J, Exhibit VI, sets forth the labor categories that shall be quoted and the maximum rates that may be paid/reimbursed under this contract (except for OCONUS performance). These rates are inclusive of prime labor, subcontract labor, overhead and other burden, fee and profit. Additional labor categories may not be added at the task order level. Requests to add additional labor categories should be commensurate with the pricing methodology employed to establish the rates awarded with the basic contract. Services may be acquired to support OCONUS location. Modification to these rates shall be proposed and negotiated at the task order level for OCONUS performance.

Exemption (b)(3)-information specifically exempted from disclosure by statute.

Exemption(b)(4)-protects trade secrets & commercial or financial information obtained from a person that is privileged or confidential

T/O LABOR PRICING MATRIX

(a) The Task Order Labor Pricing Matrix set forth at Section J, Exhibit VI sets for the labor categories that shall be quoted and the maximum rates that will be paid under this contract (except for OCONUS support to contingency or war operations). These rates are inclusive of prime labor, subcontract labor, consultant labor, fringe benefits, overhead and other burdens, facilities and profit. Contractors shall use this matrix to propose prices at the task order level. No additional labor categories or changes in the accepted rates (to include additions and changes at the task order level) may be made without the prior written approval of the SETAC Procuring Contracting Officer (SETAC PCO).

(b) Performance of work in 'high-cost areas' includes only work performed in [REDACTED]. For employees permanently stationed in the high-cost area(s), the fixed-prices shall be increased by the percentages shown below (as deemed necessary by the Contracting Officer, other sites may be added during contract performance):

[REDACTED] Exemption (b)(3)-information specifically exempted from disclosure by statute.

[REDACTED] Exemption(b)(4)-protects trade secrets & commercial or financial information obtained from a person that is privileged or confidential

(c) The Government may direct the Contractor to perform in support of contingency operations or exercises outside of the continental United States (OCONUS), as provided by law or defined by the applicable Service Component Command. Services may be performed in the identified area of operations, also referred to as theater of operations, or in support of OCONUS contingency operations or exercises. Labor rates for services required in OCONUS locations to support contingency or war operations shall be negotiated at the task order level. Support shall be provided pursuant to DFARS 252.225-7040, Contractor Personnel Supporting a Force Deployed Outside of the United States. Any inconsistencies between that clause and this provision on items addressed by both shall be interpreted in favor of the DFARS clause. Compensation (to include allowances, differentials, travel and subsistence pay) requested, negotiated and awarded shall not exceed the limitations set forth in the U.S. Department of State Standardized Regulations (DSSR).

TASK ORDER PRICING

(a) Labor: Labor shall be priced using solely the labor categories and rates set forth in Section J, Exhibit VI – Task Order Labor Pricing Matrix regardless of where the place of performance is (except for OCONUS performance). The contractor shall propose on-site rates when an employee will perform [REDACTED] or more of the services provided under the individual labor category at Government facilities. The contractor shall propose off-site rates when an employee will perform [REDACTED] or more of the services provided under the individual labor category at Contractor facilities. Labor rates quoted at the Task Order level may include discounts to the rates set forth in the Task Order Labor Pricing Matrix to reflect the contractor's competition approach, location of work, volume of work, etc. The rates negotiated/accepted at the task order level represent the maximum rates that will be paid under that task order and will be incorporated as a part of the terms of the task order.

(b) Travel: Reimbursement for travel, subsistence, and lodging shall be paid to the Contractor only to the extent that it is necessary for performance of task orders awarded under this contract. Official travel of contractor personnel away from their duty station that was not identified in the negotiated task order shall not be undertaken unless advance written approval has been obtained from the task order monitor. See FAR 31.205-46 for additional information regarding travel costs. Invitational Travel Orders will NOT be issued by the Government for Contractor travel. Only per diem that does not exceed the maximum rates set forth in the following shall be considered to be reasonable. Indirect rates commensurate with the firm's disclosure statement/accounting practices are authorized for reimbursement. **Fee or profit on travel expenses is not an allowable reimbursement.** The following regulations will apply:

(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.

Travel will not be reimbursed for travel within a 50-mile radius of the place of performance stated in the task order.

When Travel is required for SETAC, the following requirements shall be followed:

1. Contractors will schedule flights and pay for them at least 14 days in advance for known meetings in order to reduce airfare costs. "Emergency" meeting fares will be approved by the Task Order Monitor prior to departure.
2. Contractors will not send more than 2 employees or consultants to any meeting, unless advance written approval is obtained from the Task Order Monitor.
3. All overseas travel will be booked and paid for 30 days in advance, and will be approved by the Task Order Monitor prior to the booking.
4. All car rentals will be economy cars. The contracting officer may authorize larger vehicles upon receipt of a justified request (based upon the number of travelers and equipment being carried).
5. Air fare will not be authorized for trips less than 200 miles from a home station.
6. Contractors are encouraged to negotiate "preferred traveler" arrangements with US flag carriers.
7. Contractors are encouraged to take advantage of any discounts (e.g. AAA, Government Rates when available, Corporate Rates) when permitted.
8. Video Teleconferences shall be used to the greatest extent possible.

c. Other Direct Costs (ODCs): Materials, special test equipment, supplies and other direct costs are authorized in so much that they are necessary and integral to the performance of task orders awarded under this contract and subject to the limitations contained in each task order.

(i) All labor (except that which falls under the definition of contractor acquired services – see below), to include consultants, shall be priced under the labor categories set forth in Section J, Exhibit VI.

(ii) The Contractor shall include a detailed description and/or specifics of all quoted ODCs in their task order response. Lump sum estimates without an explanation of the composition of ODCs is not acceptable. **Fee or profit on ODCs is not an allowable reimbursement.**

(iii) Contractor acquired services (for purposes of this contract) are considered to be consumable services; for example maintenance of test equipment, rental of conference facilities, etc. that are contracted for as "total package services" and shall be priced as ODCs.

(iv) Automated data processing equipment shall be acquired only after the task order Contracting Officer has determined this equipment to be integral to the performance of the task order and complied with required documentation. In accordance with DFARS 239.73 entitled, "Acquisition of Automatic Data Processing Equipment by DoD Contractors," the prime contractor shall submit the required documentation to the Contracting Officer for approval prior to purchase in accordance with DFARS 239.7305, e.g., lease vs. purchase, award to other than low bid, etc. Unless a waiver has been approved, the prime contractor shall include a written statement that all hardware purchases meet the requirements of the DoD Energy Star requirements for microcomputers, including

personal computers (PCs), monitors and printers as well as the Personal Computer Memory Card International Association (PCMIA) card slots in PCs and workstations, Joint Technical Architecture and the Defense Information Infrastructure Common Operating Environment requirements.

(v) When the prime Contractor proposes a specific make and model, the Contractor shall provide justification to the Task Order Contracting Officer as to why the requirement can only be met by "specific make and model." Indication by the Government of a preferred or desired make or model does not constitute adequate justification.

CHANGES IN TEAM MEMBERS/SUBS

A partial basis for award of this ID/IQ is the composition of the team members/subcontractors (companies) proposed. Team members/subcontractors may be added at the contract level pursuant to FAR 52.244-2. Contractors with an approved purchasing system must provide advance notification to the Contracting Officer when new team members/subcontractors are added at the contract level. Contractors that do not have an approved purchasing system must obtain approval from the Contracting Officer prior to adding new team members/subcontractors at the contract level. When team members/subcontractors are added/approved, their services shall be provided within the labor categories and at no more than the labor rates included in Section J, Exhibit VI. The contractor shall notify the PCO of team member deletions as they occur.

Contractors are permitted to add team members as required to meet the unique requirements of task orders being competed. These actions are viewed as single events. The Task Order Contracting Officer is responsible for implementing the requirements of FAR 52.244-2, when the addition is at the task order level and the contractor does not have an approved purchasing system. Changes to team composition that impact more than one task order shall be executed at the prime contract (vice task order) level. Request to modify team composition may be submitted to the PCO at anytime. Contractors with approved purchasing systems are required to submit a revised team member/subcontractor list on a quarterly basis. Likewise, contractors that do not have an approved purchasing system are required to submit a revised team member/subcontractor list incorporating the team members/subcontractors that have been approved at the task order level.

CONTRACTOR'S KEY PERSONNEL

CONTRACTOR'S ORGANIZATION AND KEY PERSONNEL

a. The contractor's organization shall be established with authority to effectively accomplish the objectives of the Statement of Work. This organization shall become effective upon award of the contract and its integrity shall be maintained for the duration of the contract effort.

b. The key personnel listed in paragraph c below are considered to be critical to the successful performance of this contract. Prior to replacing these key personnel, the contractor shall obtain the written consent of the contracting officer. In order to obtain such consent, the contractor shall provide advance notice of the proposed changes and shall demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced.

c. Key Personnel List

NAME

POSITION



Exemption(b)(6)-permits the government to withhold all information about individuals in "personnel and medical files & similar files when the disclosure of such information would constitute a clearly unwarranted invasion of personal privacy

(This list shall be negotiated by the parties. Personnel identified as key individuals/personnel in the offeror's proposal shall be candidates for this list.

- d. Prior to permanently reassigning any of the specified individuals to other contracts, the contractor shall provide the Contracting Officer not less than thirty (30) days advance notice and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No reassignment shall be made by the Contractor without written consent of the Contracting Officer. The "Key Personnel" list may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

CLAUSES INCORPORATED BY FULL TEXT

PRE-CONTRACT COSTS

The Contractor will not be reimbursed for any costs incurred prior to the effective date of the contract unless such costs are specifically authorized in writing by a Contracting Officer.

CLAUSES INCORPORATED BY FULL TEXT

PUBLIC RELEASE OF INFORMATION:

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

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

U.S. Army Space and Missile Defense Command
██
P. O. Box 1500
Huntsville, AL 35807-3801

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

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

U.S. Army Space and Missile Defense Command
[REDACTED]
P. O. Box 1500
Huntsville, AL 35807-3801

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

CLAUSES INCORPORATED BY FULL TEXT

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 B: Distribution authorized to U.S. Government Agencies Only; Proprietary Information (SBIR) and Critical Technology, (Report Date). Other requests for this document shall be referred to US Army Space & Missile Defense Command, [REDACTED] PO Box 1500, Huntsville, AL 35807-3801.

OR

(1) DISTRIBUTION STATEMENT E - Distribution authorized to DoD components only due to proprietary information and/or Arms Export Control Act Information, (date of determination). Other requests shall be referred to [REDACTED]

OR

(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.

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TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

a. The U.S. Army Space and Missile Defense Command/U.S. Army Forces Strategic Command (USASMDC/ARSTRAT) is the cognizant Government technical organization for this contract and will provide technical direction as defined herein. Technical direction shall be exercised by the task order monitors (T/OMs) assigned in the individual task orders (T/Os) as executed by the SETAC Contracting Officers.

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.

CLAUSES INCORPORATED BY FULL TEXT

METRIC AND PRODUCT ASSURANCE REQUIREMENTS: The contractor shall assure that all deliverables under this contract shall meet industry standards of quality and, where practical, metric measurements.

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ASSIGNMENT OF RIGHTS: Per DFARS 252.227-7020, Rights in Special Works, the works identified by individual task orders that are first produced, created, or generated under the contract and required to be delivered must contain the following notice: "© (Year date of delivery) United States Government, as represented by the Secretary of the Army. All rights reserved." In addition, the contractor hereby relinquishes any rights to use or disclose such works beyond what is required by the contract or specifically approved by the Government.

Exemption (b)(3)-information specifically exempted from disclosure by statute.

Exemption(b)(4)-protects trade secrets & commercial or financial information obtained from a person that is privileged or confidential

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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 [REDACTED] is required.
- b. General Liability Insurance: Bodily injury liability insurance, in the minimum limits of [REDACTED] 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 [REDACTED] per person and [REDACTED] per occurrence for bodily injury and [REDACTED] per occurrence for property damage is required.

CLAUSES INCORPORATED BY FULL TEXT

Continuation of DoD Contractor Services At Government Facilities Within Conus

It is the US Army Space and Missile Defense Command/ US Army Strategic Command (USASMDC/ARSTRAT) policy that contractor employees shall not be authorized to work in the USASMDC/ARSTRAT facilities except for access to SAP and SCI facilities. However, we reserve the right

to amend this provision contingent upon a case by case basis with sufficient justification. If authorized, the following is applicable.

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/Technical Monitor 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 estimated 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 Technical Monitor the status and location of all DoD contractor employees. The Technical Monitor 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.

EXPORT CONTROL:

- a. The technology involved is believed to be export controlled and the contractor is responsible for complying with all Export Control laws and regulations. This includes the disclosure or transfer of technical data to a foreign person (including employees) in the U.S.. For additional information, see [REDACTED] the Foreign National Employment Licensing Guidelines

(b)(1) EXEMPTION - Protects Classified Matters of National Defense or Foreign Policy

This exemption protects from disclosure national security information concerning the national defense or foreign policy, provided that it has been properly classified in accordance with the substantive and procedural requirements of an executive order.

DIRECTED SUBCONTRACTORS

a. Based on technical requirements, the Government may, from time to time, direct the prime contractor to utilize a specific subcontractor in the performance of all or a portion of a given task order (T/O).

b. Such direction shall not affect the fixed prices stated in this contract, nor shall it be deemed to affect the privity of contract between the prime and subcontractor. Neither shall such direction be deemed to constitute personal services.

OTHER DIRECT COSTS

a. It is not the intent of the Government to facilitate any contractor performing this contract. In accordance with FAR 45, the contractor shall provide all resources necessary to perform the task orders issued hereunder.

b. The ODC CLIN of this contract allows for the purchase of consumable materials, special test equipment (STE), and materials required to fabricate a deliverable end-item for the Government. Unless specific approval is included in the ODC section of a given task order, all materials that the contractor intends to direct charge to the contract/task order requires the prior written approval of the SETAC Contracting Officer.

c. Prior to the purchase or lease of any of the following materials, and services therefore, the contractor must obtain the written approval of the Contracting Officer:

- Automated Data Processing Equipment (ADPE)/Computer Hardware and Firmware;
- ADPE Support Equipment;
- Printing and Reproduction equipment
- Software;
- Telecommunications Equipment;
- Support services for any/all of the above; and
- All other items which the contractor intends to direct charge to the contract or which could potentially be considered to fall within the parameters of the FAR 45.301 definition of facilities.

(a) "Special test equipment," as used in this clause, means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in performing a contract. It consists of items or assemblies of equipment, including standard or general purpose items or components, that are interconnected and interdependent so as to become a new functional entity for special testing purposes. It does not include material, special tooling, facilities (except foundations and similar improvements necessary for installing special test equipment), and plant equipment items used for general plant testing purposes.

(b) The Contractor may either acquire or fabricate special test equipment at Government expense when the equipment is not otherwise itemized in this contract and the prior approval of the Contracting Officer has been obtained. The Contractor shall provide the Contracting Officer with a written notice, at least 30 days in advance, of the Contractor's intention to acquire or fabricate the special test equipment. As a minimum, the notice shall also include an estimated aggregate cost of all items and components of the equipment the individual cost of which is less than [REDACTED] and the following information on each item or component of equipment costing [REDACTED] or more:

- (1) The end use application and function of each proposed special test unit, identifying special characteristics and the reasons for the classification of the test unit as special test equipment.
- (2) A complete description identifying the items to be acquired and the items to be fabricated by the Contractor.
- (3) The estimated cost of the item of special test equipment or component.

Exemption (b)(3)-information specifically exempted from disclosure by statute.

Exemption(b)(4)-protects trade secrets & commercial or financial information obtained from a person that is privileged or confidential

(4) A statement that intra-plant screening of Contractor and Government-owned special test equipment and components has been accomplished and that none are available for use in performing this contract.

(c) The Government may furnish any special test equipment or components rather than approve their acquisition or fabrication by the Contractor. Such Government-furnished items shall be subject to the Government Property clause, except that the Government shall not be obligated to deliver such items any sooner than the Contractor could have acquired or fabricated them after expiration of the 30-day notice period in paragraph (b) of this clause. However, unless the Government notifies the Contractor of its decision to furnish the items within the 30-day notice period, the Contractor may proceed to acquire or fabricate the equipment or components subject to any other applicable provisions of this contract.

(d) The Contractor shall, in any subcontract that provides that special test equipment or components may be acquired or fabricated for the Government, insert provisions that conform substantially to the language of this clause, including this paragraph (d). The Contractor shall furnish the names of such subcontractors to the Contracting Officer.

(e) If an engineering change requires either the acquisition or fabrication of new special test equipment or substantial modification of existing special test equipment, the Contractor shall comply with paragraph (b) above. In so complying, the Contractor shall identify the change order which requires the proposed acquisition, fabrication, or modification.

REIMBURSEMENT OF OTHER DIRECT COSTS:

a. Travel Reimbursement:

(1) The Government will reimburse the Contractor for TDY/nonlocal travel as determined to be necessary for the performance of assigned tasks and as included in the fully-executed task order or as approved by the Task Order Monitor within his/her authority as granted in the contract and his/her task order.

(2) The Government will reimburse the Contractor for actual transportation fare via the most direct routes (non-first class) between place of origin and destination. Cost for delays enroute (excluding Government-caused delays, unavoidable airline schedule delays, and major acts of nature causing an unavoidable delay) will not be reimbursed. Per diem will be paid at Joint Travel Regulation (JTR) rates. To the extent available, suitable Government quarters, messing, and surface transportation facilities may be used. Indirect expense is allowable if travel is normally part of the Contractor's allocation base.

(3) The Government will not reimburse the Contractor for local travel. Local travel is defined as travel within the area of a 50-mile radius of the primary place of performance.

b. Other Costs: The Government will reimburse the Contractor for other costs (e.g. material, equipment, large-volume reproduction for deliverables, etc.) as deemed necessary for the performance of assigned tasks and as approved by the Contracting Officer. Specific criteria and allowances will be incorporated in task orders executed pursuant to the terms and conditions of this contract. G&A expenses are allowable. Materials direct charged to this contract are subject to Contracting Officer approval in accordance with the ODC clause.

OVERTIME PREMIUMS

Overtime premiums are not anticipated under this contract. In accordance with FAR 52.222-2, any overtime is paid at \$0 premium. All DPPHs performed under this contract will be reimbursed at no more than the Fixed-Price established in Section J, Exhibit VI to the contract.

MINIMUM PERSONNEL

MINIMUM PERSONNEL REQUIREMENTS: During the performance of this contract, the contractor shall ensure that each individual charged to any task order (T/O) issued hereunder meets or exceeds the minimum qualification requirements stated for the government labor category to which that individual is charged.

ORGANIZATIONAL CONFLICT

ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE:

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 contractors 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 SETAC Contracting Officer and the Contracting Officer on the other acquisition before participating in any U.S. Army Space and Missile Defense Command/US Army Strategic Command (USASMDC/ARSTRAT), Program Executive Office – Missile and Space (PEO-MS), Ground-Based Midcourse Defense (GMD) Joint Program Office (JPO), and/or Missile Defense Agency (MDA) 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 any competitive follow-on acquisitions for the Systems Engineering and Technical Assistance Contract (SETAC) or on a sole-source basis under other prime contracts with the Government. The SETAC 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 SETAC Contracting Officer may be grounds for termination of the SETAC 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 contractors' 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 U.S. Army Space and Missile Defense Command/US Army Strategic Command (USASMDC/ARSTRAT), Program Executive Office – Missile and Space (PEO-MS), Ground-Based Midcourse Defense (GMD) Joint Program Office (JPO), and/or Missile Defense Agency (MDA) contracts in the applicable technical area(s) without written approval of the SETAC 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 SETAC OCI Clause restrictions outlined above.

ORGANIZATIONAL CONFLICT

ORGANIZATIONAL CONFLICTS OF INTEREST REGARDING PREVIOUSLY-SUPPLIED PRODUCTS:

a. A potential exists for the prime contractor, or one of the subcontractors, for this effort to become involved with work under a Task Order (T/O) that raises the potential for a violation of the Organizational Conflict of Interest rule defined by FAR 9.505-3(a), namely the appearance of bias related to self-assessment. Such would include technical evaluations of that firm's (or an affiliate's) proposal and reviews to assess the designs, or other development products, that such firm (or an affiliate) has previously delivered under a Government contract.

b. The contractor shall actively assist the command to avoid such situations by adopting a practice (at the prime and subcontractor levels) of carefully screening all T/Os and technical direction received to identify any performance element that involves a self-evaluation conflict.

c. The contractor shall promptly notify the Contracting Officer, in writing, of the element of any conflict discovered, and shall also refrain from undertaking the effort in question pending further direction from the Contracting Officer. This notice may propose an alternate performer, who must be an entity that is independent from the entity with the conflict. If approved by the Contracting Officer, such alternate shall be utilized and the resulting work product shall be delivered directly to the Government to ensure that a truly unbiased evaluation has been provided.

COMMAND TASK ORDER

(T/O) OMBUDSMAN:

During the performance of this contract, the following office is established to review complaints concerning the circumstances surrounding the issuance, or modification, of any and all T/Os, as well as to ensure that all contractors are afforded a fair opportunity to be considered for all T/Os awarded:

[REDACTED]
U.S. Army Space and Missile Defense Command/U.S. Army Forces Strategic Command
(USASMDC/ARSTRAT)

P.O. Box 1500
Redstone Arsenal, AL 35807-3801
[REDACTED]

Exemption(b)(6)-permits the government to withhold all information about individuals in "personnel and medical files & similar files when the disclosure of such information would constitute a clearly unwarranted invasion of personal privacy

CONTINGENCY/WAR CLAUSE

a. The requirements of this contract have been identified by the U.S. Government as being essential to the mission and operational readiness of the U.S. Army and Allied Forces operating around the world; therefore, the contractor may be required to perform this contract during crises situations including war or a state of emergency subject to the requirements and provisions listed below (this clause only applicable IF authorized in the specific task order document itself).

b. If so directed by the Procuring Contracting Officer (PCO), the contractor shall continue to perform all Systems Engineering and Technical Assistance requirements of this contract to the best of their ability during crises situations including any state of war, whether declared or undeclared, any state of emergency, commencement of hostilities, internal strife, rioting, civil disturbance, or activities of any type which would endanger the welfare and security of U.S. and allied forces around the world.

c. Crises situations shall be determined by the overseas theater Commander-in-Chief or when defense readiness condition (DEFCON) three (3) declared for the area.

d. Such continued performance hereunder may require an equitable adjustment; therefore, the contractor shall segregate and separately identify all costs incurred for performance during crises situations. The contractor shall notify PCO of any increase or decrease in costs within ninety (90) days after continued performance during crises situation has been directed by the PCO. As soon as practical after receipt of the contractor's proposal, the parties shall negotiate a price adjustment in the contract price. Failure to agree on any adjustment shall be handled as a dispute under the "Disputes" clause.

e. In connection with the contingency/war situation, contractor personnel will be integrated into any Government contingency plans and afforded the same rights, privileges, protection and priority as U.S. Government personnel. The government will provide security, housing, and messing facilities for contractor personnel and dependents, should conditions warrant.

f. Further, in this situation, the following privileges will be granted to contractor personnel, if available, unless they conflict with any agreement (i.e. status of forces agreements) reached between other foreign countries and the United States:

1. Military of State Department sponsorship/protection of personnel.
2. Theater clearance and entry visas.
3. Contractor Logistical Support Privileges (Base Support):
 - (a) Same as army officers (i.e. supplies, quarters, transportation, etc.)
 - (b) Access to mess.
 - (c) Access of commissary (including rationed items).
 - (d) AAFES facilities (military exchange) (includes rationed items).

DEPLOYMENT OCONUS

DEPLOYMENT OUTSIDE THE CONTINENTAL UNITED STATES (OCONUS):

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:

- | | |
|--|---|
| <ol style="list-style-type: none"> (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. | <p>Exemption(b)(6)-permits the government to withhold all information about individuals in "personnel and medical files & similar files when the disclosure of such information would constitute a clearly unwarranted invasion of personal privacy</p> |
|--|---|

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) Select [REDACTED]

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

e. To protect the integrity of data captured in [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 Benning, Georgia is the primary CRC supporting the U.S. Army Central Command (CENTCOM) Area of Responsibility for current operations. Contractor employees deploying OCONUS must process through Fort Benning, Georgia 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/ARSTRAT 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 (CAC) may be obtained through the Redstone Arsenal Military Personnel Office, [REDACTED]. All CAC requests are processed through the Civilian Verification System (CVS) by Government Personnel. Authorized personnel include the Contracting Officer, Contracting Officers Technical Representative, and Task Order Monitor. The Army Portal for the Army Knowledge Online (AKO) may be accessed at [REDACTED]. In order to obtain access to AKO, contractor personnel must have a Government sponsor, ie, Contracting Officer, Contracting Officers Technical Representative, and Task Order Monitor. Once this is established, contractor personnel may set up an account to establish a "us.army.mil" e-mail address.

b. Information regarding any other identification requirements may be accessed through Fort Benning's CRC website at [REDACTED].

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 [REDACTED].

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

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

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

10. Clothing and Equipment Issue.

a. Contractor personnel accompanying the force are not authorized to wear military clothing, except for specific items required for safety and security. If required, the government, at its discretion, may provide to the contractor all required military unique Organizational Clothing and Individual Equipment (OCIE) and Chemical Protective

Equipment (CPE) according to the theater to which they are deploying. Personal clothing such as battle dress uniform, boots, etc., will not be issued. An individual's status as a contractor employee shall be conspicuously displayed on their clothing unless prohibited for operational reasons.

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

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

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

11. 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. Equitable Adjustment

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

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

c. Increased travel, lodging, food, security, and other costs associated with performance in OCONUS areas are also elements which may be included in equitable adjustment claims under this provision, if applicable. Such additional costs will be dependent to some extent on the level of government-furnished support services in the OCONUS area in question.

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

20. Tour of Duty/ Hours of Work.

Exemption (b)(3)-information specifically exempted from disclosure by statute.

Exemption(b)(4)-protects trade secrets & commercial or financial information obtained from a person that is privileged or confidential

- 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)

Exemption(b)(6)-permits the government to withhold all information about individuals in "personnel and medical files & similar files when the disclosure of such information would constitute a clearly unwarranted invasion of personal privacy

SOFA CLAUSE [REDACTED]

INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER [REDACTED]

This clause applies to any task order requiring performance in whole or in part to be conducted in the [REDACTED]. Prior to traveling to the [REDACTED], the contractor shall obtain written approval from the SETAC Contracting Officer.

Invited contractor and Technical Representative (TR) status shall be governed by the [REDACTED] Status of Forces Agreement (SOFA) as implemented by [REDACTED] Reg 700-19.

a. Invited contractor or TR status under the SOFA is subject to the written approval of ACofS, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

b. The contracting officer will coordinate with Head Quarters (HQ) [REDACTED], Assistant Ceif of Staff (AcofS), Acquisition Management (FKAQ), IAW FAR 25.8, and [REDACTED] Reg 700-19. The ACofS, Acquisition Management will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

c. Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and [REDACTED] Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistic support privileges are provided on an as-available basis to properly authorized individuals.

d. The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the [REDACTED], except under U.S. Government contracts and that performance is IAW the SOFA.

e. The contractor's direct employment of any [REDACTED] National labor for performance of this contract shall be governed by [REDACTED] Labor Law and [REDACTED] Regulation(s) pertaining to the direct employment and personnel administration of [REDACTED] National personnel.

f. The authorities of the [REDACTED] have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the [REDACTED] and punishable by the laws of the [REDACTED]. In recognition of the role of such persons in the defense of the [REDACTED], they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the [REDACTED] decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

g. Invited contractors and technical representatives agree to cooperate fully with the [REDACTED] sponsoring agency and [REDACTED] on all matters pertaining to logistic support. In particular, contractors will provide the assigned sponsoring agency prompt and accurate reports of changes in employee status as required by [REDACTED] Reg 700-19.

h. Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on [REDACTED] classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

i. Invited contractor and technical representative status may be withdrawn by [REDACTED] upon:

(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the [REDACTED] other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices illegal in the ROK or are violating [REDACTED] regulations.

j. It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and [REDACTED] shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA Status for reasons outlined in [REDACTED] Reg 700-19, paragraphs 2-6a through 2-6c above shall not serve as a basis for the contractor filing any claims against the U.S. or [REDACTED]. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. or [REDACTED].

CONTINGENCY CONDITIONS [REDACTED]

CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE [REDACTED]

This clause applies to any task order requiring performance in whole or in part to be conducted in the [REDACTED] [REDACTED]. Prior to traveling to the Republic of Korea, the contractor shall obtain written approval from the SETAC Contracting Officer.

The Government may direct the contractor to perform in support of a war, contingency, or exercise, as provided by law or defined by the applicable Service Component Command. Additionally, the Contractor shall be responsible for performing all functions of this contract during any declaration by the U.S. or [REDACTED] of a state of emergency, or during internal strife, rioting, civil disturbances, or perils of any other type until released by the Contracting Officer. Contractor personnel under this contract are considered emergency essential civilians (EEC) unless designated otherwise by the Contracting Officer.

Exemption(b)(6)-permits the government to withhold all information about individuals in "personnel and medical files & similar files when the disclosure of such information would constitute a clearly unwarranted invasion of personal privacy

For all EEC personnel, the contractor shall identify those employees having a U.S. military mobilization recall commitment. The contractor shall submit to the Contracting Officer adequate plans for replacing those employees IAW Directives 1200.7 and 1352.1. The contractor is responsible for identifying those [REDACTED] Citizen employees having a mobilization or military recall commitment. The contractor shall submit to the Contracting Officer either [REDACTED] approved exemptions for the identified employees or adequate plans for continuing performance of the contract in the U.S. and/or [REDACTED] employees' absence.

During time of war, contingency, exercise or crisis, contractor personnel will remain attached to the headquarters, [REDACTED] for management purposes in theater. [REDACTED] is the responsible office for all Invited Contractors covered by the U.S. - [REDACTED] Status of Forces Agreement. The contractor shall ensure that all contractor employees comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and U.S. civilians and 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.

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

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.

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. The contractor will replace employees within 72 hours, or as directed by the contracting officer, at contractor expense, if the employee is to be removed or departs an area of operations without permission.

Before deployment, the contractor shall ensure that each contractor employee completes a DO Form 93 (Record of Emergency Data Card), and returns the completed form to the contracting officer's representative or designated government official.

The contractor shall report its employees entering and leaving the area of operations IAW theater policies (U.S. Invited Contractors see [REDACTED] Reg 700-19) or as directed by the Contracting Officer or his/her designated representative. Additionally, the contractor shall report its employees in the area of operations by name and by location as required by theater policies.

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

This clause does not define the obligations of the Government to provide logistic support to the contractor personnel. Government logistic support to contractor personnel is not contained within the scope of this contract unless otherwise noted. Government obligations to contractors during such circumstances are defined in DoDI 3020.37 (Continuation of Essential DoD Contractor Services during Crisis); [REDACTED] Regulations, SOFA provisions, Agency Supplements and Regulations.

The Contracting Officer will discern any additional GFE, GFP or supplies necessary to facilitate the performance of the enhanced requirement or necessary for the protection of contractor personnel. These items will be furnished to the Contractor at the sole discretion of the Contracting Officer.

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	SEP 2006
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 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
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
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
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	SEP 2006
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	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
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
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1 Alt I	Authorization And Consent (Jul 1995) - Alternate I	APR 1984

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	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
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-1	State and Local Taxes	APR 1984
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-2	Service Of Protest	SEP 2006
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
52.242-1	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 Alt V	Changes--Fixed-Price (Aug 1987) - Alternate V	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Government Property	JUN 2007
52.245-2	Government Property Installation Operation Services	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-23	Limitation Of Liability	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
52.249-9	Default (Fixed-Priced Research And Development)	APR 1984
52.249-13	Failure To Perform	APR 1984
52.249-14	Excusable Delays	APR 1984

52.251-1	Government Supply Sources	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
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	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Contract Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States	JUN 2006
252.227-7000	Non-estoppel	OCT 1966
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
252.232-7003	Electronic Submission of Payment Requests	MAR 2007
252.232-7004	DOD Progress Payment Rates	OCT 2001
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.237-7019	Training for Contractor Personnel Interacting with Detainees	SEP 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007

252.245-7001 Reports Of Government Property
252.247-7023 Transportation of Supplies by Sea

MAY 1994
MAY 2002

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 from 06 Dec 07 through 05 Dec 12.

(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)

52.216-22 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 05 Dec 2013.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the

Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than [REDACTED] of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than [REDACTED] of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

Exemption (b)(3)-information specifically exempted from disclosure by statute.

Exemption(b)(4)-protects trade secrets & commercial or financial information obtained from a person that is privileged or confidential

- (2) No material change in disadvantaged ownership and control has occurred since its certification;
- (3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed [REDACTED] after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

- (1) Not less than [REDACTED] of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than [REDACTED] of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

- (1) That is at least [REDACTED] owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.
 - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
 - (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with

present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of ■ or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2007)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or [REDACTED] of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

None

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting—

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

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

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

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

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

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

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

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

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during the source selection process:

See Exhibit VII, Original Subcontract List

(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)

252.215-7003EXCESSIVE PASS-THROUGH CHARGES--IDENTIFICATION OF SUBCONTRACT EFFORT
(APR 2007)

(a) Definition. Excessive pass-through charge, as used in this provision, is defined in the clause of this solicitation entitled "Excessive Pass-Through Charges" (DFARS 252.215-7004).

(b) General. The offeror's proposal shall exclude excessive pass-through charges.

(c) Performance of work by the Contractor or a subcontractor.

(1) The offeror shall identify in its proposal the percent of effort it intends to perform, and the percent expected to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal--

(i) The amount of the offeror's indirect costs and profit applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the value added by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal--

(i) The amount of the subcontractor's indirect costs and profit applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of provision)

252.215-7004

252.215-7004 Excessive pass-through charges.

As prescribed in 215.408(3), use the following clause:

EXCESSIVE PASS-THROUGH CHARGES (APR 2007)

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

Excessive pass-through charge, with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit on work performed by a subcontractor (other than charges for the costs of managing subcontracts and applicable indirect costs and profit based on such costs). No or negligible value means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added substantive value to the contract or subcontract in accomplishing the work performed under the contract.

(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) Performance of work by the Contractor or a subcontractor.

(1) If the Contractor changes the amount of subcontract effort identified in its proposal such that it exceeds ████████ of the total cost of work to be performed under the contract, task order, or delivery order, the Contractor shall provide the Contracting Officer with a description of the value added by the Contractor as related to the subcontract effort.

(2) If any subcontractor identified in the proposal changes the amount of lower-tier subcontractor effort such that it exceeds ████████ of the total cost of the work to be performed under its subcontract, the Contractor shall provide the Contracting Officer with a description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(3) If any subcontractor not identified in the proposal subcontracts to a lower-tier subcontractor more than ████████ of the total cost of work to be performed under its subcontract, the Contractor shall provide the Contracting Officer with a description of the value added by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist--

(1) For fixed-price contracts, the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price; and

(2) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in Subpart 31.2 of the Federal Acquisition Regulation (FAR) and Subpart 231.2 of the Defense FAR Supplement.

(e) Access to records.

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) Flowdown. The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract, except for--

(1) Firm-fixed-price subcontracts awarded on the basis of adequate price competition;

(2) Fixed-price subcontracts with economic price adjustment, awarded on the basis of adequate price competition;

(3) Firm-fixed-price subcontracts for the acquisition of a commercial item; or

(4) Fixed-price subcontracts with economic price adjustment, for the acquisition of a commercial item.

(End of clause)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)

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

Indian means--

(1) Any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c); and

(2) Any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

Indian organization means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. chapter 17.

Indian-owned economic enterprise means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than [REDACTED] of the enterprise.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

Interested party means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

Native Hawaiian small business concern means an entity that is--

(1) A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632) and relevant implementing regulations; and

(2) Owned and controlled by a Native Hawaiian as defined in 25 U.S.C. 4221(9).

(b) The Contractor shall use its best efforts to give Indian organizations, Indian-owned economic enterprises, and Native Hawaiian small business concerns the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to--

(1) For matters relating to Indian organizations or Indian-owned economic enterprises: U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer.

(2) For matters relating to Native Hawaiian small business concerns: Department of Hawaiian Home Lands, PO Box 1879, Honolulu, HI 96805. The Department of Hawaiian Home Lands will determine the eligibility and will notify the Contracting Officer.

(e) No incentive payment will be made--

(1) While a challenge is pending; or

(2) If a subcontractor is determined to be an ineligible participant.

(f)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an incentive payment in accordance with this clause.

(2) The incentive amount that may be requested is [REDACTED] of the estimated cost, target cost, or fixed price included in the subcontract at the time of award to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(3) In the case of a subcontract for commercial items, the Contractor may receive an incentive payment only if the subcontracted items are produced or manufactured in whole or in part by an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(4) The Contractor has the burden of proving the amount claimed and shall assert its request for an incentive payment prior to completion of contract performance.

(5) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of [REDACTED] of the estimated cost, target cost, or fixed price included in the subcontract awarded to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(6) If the Contractor requests and receives an incentive payment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the incentive amount.

(g) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts exceeding [REDACTED]

(End of clause)

Exemption (b)(3)-information specifically exempted from disclosure by statute.

Exemption(b)(4)-protects trade secrets & commercial or financial information obtained from a person that is privileged or confidential

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) are incrementally funded. For these item(s), the sum of \$* of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of

termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least * days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate ██████████ of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

* To be completed at task order level.
(End of clause)

Government Remittance Address: U.S. Army Space and Missile Defense Command/U.S. Army Forces Strategic
Command (USASMDC/ARSTRAT)
Werner Von Braun Complex



Redstone Arsenal, AL 35898

(End of clause)

Exemption(b)(6)-permits the government to withhold all information about individuals in "personnel and medical files & similar files when the disclosure of such information would constitute a clearly unwarranted invasion of personal privacy

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit I	Contract Data Requirements List (CDRLs)	7	11-APR-2007
Exhibit II	DD Form 254, Contract Security Classification Specification (FOUO)	10	20-NOV-2007
Exhibit III	SETAC Government Labor Categories	1	22-MAY-2007
Exhibit IV	Labor Category Definitions	4	02-APR-2007
Exhibit V	SETAC OPSEC Plan (FOUO)	22	16-APR-2007

* DUE TO FORMATTING AND PRINT SETUP SELECTIONS, THE NUMBER OF PAGES CAN VARY; THEREFORE NUMBER OF PAGES WILL NOT BE UTILIZED FOR THE EXHIBITS.

Exemption(b)(6)-permits the government to withhold all information about individuals in "personnel and medical files & similar files when the disclosure of such information would constitute a clearly unwarranted invasion of personal privacy