

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DX-A2	PAGE OF PAGES 1   86		
2. CONTRACT (Proc. Inst. Ident.) NO. W9113M-07-D-0006		3. EFFECTIVE DATE 24 Aug 2007		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND [REDACTED] PO BOX 1500 HUNTSVILLE AL 35907-3801		CODE W9113M	6. ADMINISTERED BY (If other than Item 5) DCMA MARYLAND 217 EAST REDWOOD STREET, [REDACTED] BALTIMORE MD 21202-5299				
7. NAME AND ADDRESS OF CONTRACTOR LOCKHEED MARTIN INTEGRATED SYSTEMS, INC 6801 ROCKLEDGE DR BETHESDAMD 20817-1803		(No., street, city, county, state and zip code)		8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)			
		9. DISCOUNT FOR PROMPT PAYMENT		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:			
CODE 4X260	FACILITY CODE		11. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS OH 43218-2264				
11. SHIP TO/MARK FOR  See Schedule		CODE	CODE HQ0398				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(e)( ) [ ] 41 U.S.C. 253(c)( )		14. ACCOUNTING AND APPROPRIATION DATA					
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					<b>\$0.00 EST</b>		
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number W9113M-06-R-0014-0007 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		24-Aug-2007			
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

## Section B - Supplies or Services and Prices

**CONTRACT TYPE**

This is an Indefinite Delivery/Indefinite Quantity (IDIQ) type contract with multiple pricing arrangements available for use in pricing individual task orders. It is anticipated that most task orders will be Fixed Price/Level of Effort (FP/LOE) (for direct labor hours), or Cost-Plus Fixed Fee (CPFF) with cost reimbursable ODCs. As stated below under Section H, TASK ORDER PROCEDURES, task orders will be awarded on a best value basis. In emergency situations, the government reserves the right to issue unilateral task orders on an undefinitized basis. Any such undefinitized unilateral task order shall be definitized as quickly as possible in accordance with DFARS 252.217-7027 (Contract Definitization) utilizing a not to exceed ceiling amount provided by the contractor. See Section H for task order procedures.

**MAXIMUM-MINIMUM VALUE**

The minimum amount guaranteed under this contract is [REDACTED]. The maximum amount set forth for this requirement is a total program ceiling of [REDACTED] across all Task Orders under Contracts W9113M-07-D-0005, W9113M-07-D-0006, W9113M-07-D-0007, W9113M-07-D-0008, AND W9113M-07-D-0009.

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

**OVERALL REQUIREMENTS OF THE CONTRACT:**

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

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0001

**CNTPO SUPPORT - BASE YEAR**  
**FFP-LOE**  
 Performance Work Statement, "DoD Counter Narcoterrorism Technology Program Office (CNTPO) Program and Operations Support," dated 12 February 2007, incorporated herein and attached as set forth in Part III, Section J, Attachment 1 hereof. Services will be provided on a given Task Order (T/O) utilizing the Labor Categories incorporated herein and attached as set forth in Part III, Section J, Attachment 2 of the Basic contract, and at the Prenegotiated Labor and Other Direct Cost Indirect Rates incorporated herein and attached as set forth in Part III, Section J, Attachment 6, B0: Rates for Contract.  
 FOB: Destination  
  
 FOB: Destination

MAX NET AMT	UNDEFINED
CEILING PRICE	

ITEM NO	SUPPLIES/SERVICES	AMOUNT
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0002

**CDRLs - BASE YEAR**  
 Contract Data Requirements List (CDRLs) - Data to be delivered under this contract shall be that cited in the Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Numbers A001 through A00G, incorporated herein and attached as set forth in Section J hereof. This CLIN is NOT separately priced.

[REDACTED]

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	TRAVEL - BASE YEAR COST				
	<p>Travel as directed in the individual Task Orders. No obligation can be incurred under this CLIN without the direct written approval from the Contracting Officer's Representative (COR) or his designee specified in Section H of this contract. Travel must be completed within the cost reimbursable amounts allowed per the Federal Acquisition Regulation (Part 31) and its supplements, the Joint Travel Regulations and the respective company's DCAA approved Implementation and Policy Procedures. NO FEE ON THIS CLIN.</p> <p>FOB: Destination</p>				
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICE S	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	MATERIAL - BASE YEAR CPEF				
	<p>Material as directed in individual task orders. No obligation can be incurred under this CLIN without the direct written approval from the Contracting Officer's Representative (COR) or his designee specified in Section H of this contract. [REDACTED]</p> <p>[REDACTED] FEE ALLOWABLE ON THIS CLIN.</p> <p>FOB: Destination</p>				
				MAX COST	[REDACTED]
				FIXED FEE	[REDACTED]
				TOTAL MAX COST + FEE	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	DBA INSURANCE - BASE YEAR COST				
	Defense Base Act (DBA) Insurance. NO FEE ON THIS CLIN.				
	FOB: Destination				
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICE S	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	RESEARCH & DEVELOPMENT - BASE YEAR				
	CPFF				
	Performance Work Statement, "DoD Counter Narcoterrorism Technology Program Office (CNTPO) Program and Operations Support," dated 12 February 2007, incorporated herein and attached as set forth in Part III, Section J, hereof. Services will be proposed on a given Task Order (T/O) at the CPFF/government labor categories specified in Section J, Attachment 6, B0: Rates for Contract.				
	FOB: Destination				
				MAX COST	
				FIXED FEE	
				TOTAL MAX COST + FEE	UNDEFINED

ITEM NO	SUPPLIES/SERVICE S	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007					

OTHER DIRECT COSTS - BASE YEAR  
CPFF

Other Direct Costs as directed in individual task orders. No obligation can be incurred under this CLIN without the direct written approval from the Contracting Officer's Representative (COR) or his designee specified in Section H of this contract.

ALLOWABLE ON THIS CLIN.

FOB: Destination

MAX COST	
FIXED FEE	
TOTAL MAX COST + FEE	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008					

CONTRACT MANPOWER REPORTING  
COST

Contract manpower reporting requirement as provided in Section H clause entitled, "Accounting for Contract Services/Contractor Manpower Reporting."

FOB: Destination

MAX COST	UNDEFINED
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ITEM NO 1001 OPTION	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
	CNTPO SUPPORT - OPTION PERIOD 1				
	<p>FFP-LOE</p> <p>Performance Work Statement, "DoD Counter Narcoterrorism Technology Program Office (CNTPO) Program and Operations Support," dated 12 February 2007, incorporated herein and attached as set forth in Part III, Section J, Attachment 1 hereof. Services will be provided on a given Task Order (T/O) utilizing the Labor Categories incorporated herein and attached as set forth in Part III, Section J, Attachment 2 of the Basic contract, and at the Prenegotiated Labor and Other Direct Cost Indirect Rates incorporated herein and attached as set forth in Part III, Section J, Attachment 6, B0: Rates for Contract.</p> <p>FOB: Destination</p> <p>FOB: Destination</p>				
				<p>MAX NET AMT CEILING PRICE</p>	<p>UNDEFINED [REDACTED]</p>

ITEM NO 1002	SUPPLIES/SERVICES	AMOUNT
	<p>CDRLs - OPTION PERIOD 1</p> <p>Contract Data Requirements List (CDRLs) - Data to be delivered under this contract shall be that cited in the Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Numbers A001 through A00G, incorporated herein and attached as set forth in Section J hereof. This CLIN is NOT separately priced.</p>	[REDACTED]

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003 OPTION	TRAVEL - OPTION PERIOD 1 COST				
	<p>Travel as directed in the individual Task Orders. No obligation can be incurred under this CLIN without the direct written approval from the Contracting Officer's Representative (COR) or his designee specified in Section H of this contract. Travel must be completed within the cost reimbursable amounts allowed per the Federal Acquisition Regulation (Part 31) and its supplements, the Joint Travel Regulations and the respective company's DCAA approved Implementation and Policy Procedures. NO FEE ON THIS CLIN.</p> <p>FOB: Destination</p>				
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICE	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004 OPTION	MATERIAL - OPTION PERIOD 1 CPFF				
	<p>Material as directed in individual task orders. No obligation can be incurred under this CLIN without the direct written approval from the Contracting Officer's Representative (COR) or his designee specified in Section H of this contract. [REDACTED] ALLOWABLE ON THIS CLIN.</p> <p>FOB: Destination</p>				
				MAX COST	[REDACTED]
				FIXED FEE	[REDACTED]
				TOTAL MAX COST + FEE	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005	DBA INSURANCE - OPTION PERIOD 1				
OPTION	COST				
	Defense Base Act (DBA) Insurance. NO FEE ON THIS CLIN				
	FOB: Destination				
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICE	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006	RESEARCH & DEVELOPMENT - OPTION PERIOD 1				
OPTION	CPFF				
	Performance Work Statement, "DoD Counter Narcoterrorism Technology Program Office (CNTPO) Program and Operations Support," dated 12 February 2007, incorporated herein and attached as set forth in Part III, Section J, hereof. Services will be proposed on a given Task Order (T/O) at the CPFF/government labor categories specified in Section J, Attachment 6, B0: Rates for Contract.				
	FOB: Destination				
				MAX COST	
				FIXED FEE	
				TOTAL MAX COST + FEE	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1007 OPTION	OTHER DIRECT COSTS - OPTION PERIOD 1 CPFF				
<p>Other Direct Costs as directed in individual task orders. No obligation can be incurred under this CLIN without the direct written approval from the Contracting Officer's Representative (COR) or his designee specified in Section H of this contract.</p> <p>ALLOWABLE ON THIS CLIN.</p> <p>FOB: Destination</p>					
				MAX COST	
				FIXED FEE	
				TOTAL MAX COST + FEE	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	CNTPO SUPPORT - OPTION PERIOD 2 FFP-LOE				
<p>Performance Work Statement, "DoD Counter Narcoterrorism Technology Program Office (CNTPO) Program and Operations Support," dated 12 February 2007, incorporated herein and attached as set forth in Part III, Section J, Attachment 1 hereof. Services will be provided on a given Task Order (T/O) utilizing the Labor Categories incorporated herein and attached as set forth in Part III, Section J, Attachment 2 of the Basic contract, and at the Prenegotiated Labor and Other Direct Cost Indirect Rates incorporated herein and attached as set forth in Part III, Section J, Attachment 6, B0: Rates for Contract.</p> <p>FOB: Destination</p> <p>FOB: Destination</p>					
				MAX NET AMT	UNDEFINED
				CEILING PRICE	

ITEM NO 2002	SUPPLIES/SERVICES	AMOUNT
	<p><b>CDRLs - OPTION PERIOD 2</b></p> <p>Contract Data Requirements List (CDRLs) - Data to be delivered under this contract shall be that cited in the Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Numbers A001 through A00G, incorporated herein and attached as set forth in Section J hereof. This CLIN is NOT separately priced.</p>	<div style="background-color: black; width: 100px; height: 15px; margin: 0 auto;"></div>

ITEM NO 2003 OPTION	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
	<p><b>TRAVEL - OPTION PERIOD 2</b></p> <p><b>COST</b></p> <p>Travel as directed in the individual Task Orders. No obligation can be incurred under this CLIN without the direct written approval from the Contracting Officer's Representative (COR) or his designee specified in Section H of this contract. Travel must be completed within the cost reimbursable amounts allowed per the Federal Acquisition Regulation (Part 31) and its supplements, the Joint Travel Regulations and the respective company's DCAA approved Implementation and Policy Procedures. NO FEE ON THIS CLIN.</p> <p><b>FOB: Destination</b></p>	<div style="background-color: black; width: 40px; height: 15px; margin: 0 auto;"></div>	<div style="background-color: black; width: 20px; height: 15px; margin: 0 auto;"></div>	<div style="background-color: black; width: 80px; height: 15px; margin: 0 auto;"></div>	<div style="background-color: black; width: 100px; height: 15px; margin: 0 auto;"></div>
				MAX COST	UNDEFINED

ITEM NO 2004 OPTION

SUPPLIES/SERVICE S	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
MATERIAL - OPTION PERIOD 2				
CPFF				

Material as directed in individual task orders. No obligation can be incurred under this CLIN without the direct written approval from the Contracting Officer's Representative (COR) or his designee specified in Section H of this contract.

ALLOWABLE ON THIS CLIN.

FOB: Destination

MAX COST	
FIXED FEE	
TOTAL MAX COST + FEE	UNDEFINED

ITEM NO 2005 OPTION

SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
DBA INSURANCE - OPTION PERIOD 2				
COST				

Defense Base Act (DBA) Insurance. NO FEE ON THIS CLIN.

FOB: Destination

MAX COST	UNDEFINED
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ITEM NO	SUPPLIES/SERVICE S	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2006 OPTION	RESEARCH & DEVELOPMENT - OPTION PERIOD 2				
	CPFF				
	Performance Work Statement, "DoD Counter Narcoterrorism Technology Program Office (CNTPO) Program and Operations Support," dated 12 February 2007, incorporated herein and attached as set forth in Part III, Section J, hereof. Services will be proposed on a given Task Order (T/O) at the CPFF/government labor categories specified in Section J, Attachment 6, B0: Rates for Contract.				
	FOB: Destination				
				MAX COST	
				FIXED FEE	
				TOTAL MAX COST + FEE	UNDEFINED

ITEM NO	SUPPLIES/SERVICE S	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2007 OPTION	OTHER DIRECT COSTS - OPTION PERIOD 2				
	CPFF				
	Other Direct Costs as directed in individual task orders. No obligation can be incurred under this CLIN without the direct written approval from the Contracting Officer's Representative (COR) or his designee specified in Section H of this contract.				
	ALLOWABLE ON THIS CLIN.				
	FOB: Destination				
				MAX COST	
				FIXED FEE	
				TOTAL MAX COST + FEE	UNDEFINED

ITEM NO 3001 OPTION	SUPPLIES/SERVICE S	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
	CNTPO SUPPORT - OPTION PERIOD 3				
	<p>FFP-LOE</p> <p>Performance Work Statement, "DoD Counter Narcoterrorism Technology Program Office (CNTPO) Program and Operations Support," dated 12 February 2007, incorporated herein and attached as set forth in Part III, Section J, Attachment 1 hereof. Services will be provided on a given Task Order (T/O) utilizing the Labor Categories incorporated herein and attached as set forth in Part III, Section J, Attachment 2 of the Basic contract, and at the Prenegotiated Labor and Other Direct Cost Indirect Rates incorporated herein and attached as set forth in Part III, Section J, Attachment 6, B0: Rates for Contract.</p> <p>FOB: Destination</p> <p>FOB: Destination</p>				
				<p>MAX NET AMT</p> <p>CEILING PRICE</p>	<p>UNDEFINED</p>

ITEM NO 3002	SUPPLIES/SERVICES	AMOUNT
	CDRLs - OPTION PERIOD 3	
	<p>Contract Data Requirements List (CDRLs) - Data to be delivered under this contract shall be that cited in the Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Numbers A001 through A00G, incorporated herein and attached as set forth in Section J hereof. This CLIN is NOT separately priced.</p>	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003 OPTION	TRAVEL - OPTION PERIOD 3 COST				
	<p>Travel as directed in the individual Task Orders. No obligation can be incurred under this CLIN without the direct written approval from the Contracting Officer's Representative (COR) or his designee specified in Section H of this contract. Travel must be completed within the cost reimbursable amounts allowed per the Federal Acquisition Regulation (Part 31) and its supplements, the Joint Travel Regulations and the respective company's DCAA approved Implementation and Policy Procedures. NO FEE ON THIS CLIN.</p> <p>FOB: Destination</p>				
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICE	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004 OPTION	MATERIAL - OPTION PERIOD 3 CPFF				
	<p>Material as directed in individual task orders. No obligation can be incurred under this CLIN without the direct written approval from the Contracting Officer's Representative (COR) or his designee specified in Section H of this contract. [REDACTED] ALLOWABLE ON THIS CLIN.</p> <p>FOB: Destination</p>				
				MAX COST	[REDACTED]
				FIXED FEE	[REDACTED]
				TOTAL MAX COST + FEE	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3005 OPTION	DBA INSURANCE - OPTION PERIOD 3 COST Defense Base Act (DBA) Insurance. NO FEE ON THIS CLIN. FOB: Destination				
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICE	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006 OPTION	RESEARCH & DEVELOPMENT - OPTION PERIOD 3 CPFF Performance Work Statement, "DoD Counter Narcoterrorism Technology Program Office (CNTPO) Program and Operations Support," dated 12 February 2007, incorporated herein and attached as set forth in Part III, Section J, hereof. Services will be proposed on a given Task Order (T/O) at the CPFF/government labor categories specified in Section J, Attachment 6, B0: Rates for Contract. FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3007 OPTION	OTHER DIRECT COSTS - OPTION PERIOD 3 CPFF				
<p>Other Direct Costs as directed in individual task orders. No obligation can be incurred under this CLIN without the direct written approval from the Contracting Officer's Representative (COR) or his designee specified in Section H of this contract.</p> <p>ALLOWABLE ON THIS CLIN.</p> <p>FOB: Destination</p>					
				MAX COST	
				FIXED FEE	
				TOTAL MAX COST + FEE	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001 OPTION	CNTPO SUPPORT - OPTION PERIOD 4 FFP-LOE				
<p>Performance Work Statement, "DoD Counter Narcoterrorism Technology Program Office (CNTPO) Program and Operations Support," dated 12 February 2007, incorporated herein and attached as set forth in Part III, Section J, Attachment 1 hereof. Services will be provided on a given Task Order (T/O) utilizing the Labor Categories incorporated herein and attached as set forth in Part III, Section J, Attachment 2 of the Basic contract, and at the Prenegotiated Labor and Other Direct Cost Indirect Rates incorporated herein and attached as set forth in Part III, Section J, Attachment 6, B0: Rates for Contract.</p> <p>FOB: Destination</p> <p>FOB: Destination</p>					
				MAX NET AMT	UNDEFINED
				CEILING PRICE	

ITEM NO 4002	SUPPLIES/SERVICES	AMOUNT
		[REDACTED]

**CDRLs - OPTION PERIOD 4**

Contract Data Requirements List (CDRLs) - Data to be delivered under this contract shall be that cited in the Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A, consisting of Exhibit Line Item Numbers A001 through A00G, incorporated herein and attached as set forth in Section J hereof. This CLIN is NOT separately priced.

ITEM NO 4003 OPTION	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**TRAVEL - OPTION PERIOD 4**

**COST**

Travel as directed in the individual Task Orders. No obligation can be incurred under this CLIN without the direct written approval from the Contracting Officer's Representative (COR) or his designee specified in Section H of this contract. Travel must be completed within the cost reimbursable amounts allowed per the Federal Acquisition Regulation (Part 31) and its supplements, the Joint Travel Regulations and the respective company's DCAA approved Implementation and Policy Procedures. NO FEE ON THIS CLIN.

FOB: Destination

MAX COST

UNDEFINED

ITEM NO	SUPPLIES/SERVICE S	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004 OPTION	MATERIAL - OPTION PERIOD 4 CPFF Material as directed in individual task orders. No obligation can be incurred under this CLIN without the direct written approval from the Contracting Officer's Representative (COR) or his designee specified in Section H of this contract. ██ ██ ALLOWABLE ON THIS CLIN. FOB: Destination	██████████	██████████	██████████	██████████
				MAX COST	██████████
				FIXED FEE	██████████
				TOTAL MAX COST + FEE	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4005 OPTION	DBA INSURANCE - OPTION PERIOD 4 COST Defense Base Act (DBA) Insurance. NO FEE ON THIS CLIN. FOB: Destination	██████████	██████████	██████████	██████████
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICE S	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4006 OPTION	RESEARCH & DEVELOPMENT - OPTION PERIOD 4				
	CPFF				
	Performance Work Statement, "DoD Counter Narcoterrorism Technology Program Office (CNTPO) Program and Operations Support," dated 12 February 2007, incorporated herein and attached as set forth in Part III, Section J, hereof. Services will be proposed on a given Task Order (T/O) at the CPFF/government labor categories specified in Section J, Attachment 6, B0: Rates for Contract.				
	FOB: Destination				
				MAX COST	
				FIXED FEE	
				TOTAL MAX COST + FEE	UNDEFINED

ITEM NO	SUPPLIES/SERVICE S	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4007 OPTION	OTHER DIRECT COSTS - OPTION PERIOD 4				
	CPFF				
	Other Direct Costs as directed in individual task orders. No obligation can be incurred under this CLIN without the direct written approval from the Contracting Officer's Representative (COR) or his designee specified in Section H of this contract.				
	ALLOWABLE ON THIS CLIN.				
	FOB: Destination				
				MAX COST	
				FIXED FEE	
				TOTAL MAX COST + FEE	UNDEFINED

DIRECT PRODUCTIVE PERSON HOURS (DPPHS) FOR TASK ORDERS:

- a. The total number of DPPHS for this contract is
- b. In the performance of the various Task Orders, which will be issued pursuant to the clause hereof titled TASK ORDER PROCEDURE, the contractor shall provide the specified number of DPPHS per each task order.

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

d. Prior to final payment on a Task Order, the contractor is required to certify to the Administrative Contracting Officer that he has exerted the total DPPHs as stated in each voucher; has completed all associated travel; has acquired all required materials; has provided the reports called for; has dispositioned all contractor-acquired and government-furnished property according to government direction; and that the effort performed and reports provided are considered satisfactory by the Government.

### **CNTPO SUPPORT**

#### **CNTPO SUPPORT**

The contractor will provide services and supplies, as defined in one or more fully executed task orders (T/Os), in accordance with PWS entitled "DoD Counter NarcoTerrorism Technology Program Office Programs and Operations Support," dated *12 February 2007*, incorporated herein as set forth in Section J hereof. Section B includes prenegotiated Fixed-Price *Labor Category rates* (FFP), pre-established Labor Category rates (CPFF), and Cost-Reimbursable Other Direct Costs (ODCs). Travel and DBA Insurance ODCs are not fee-bearing, but do allow for payment of indirect costs at prenegotiated fixed rates. Material and Other Direct Cost ODCs are fee bearing.

Each FFP/LOE T/O shall be billed and paid in accordance with the prenegotiated fixed price per hour for each applicable labor category hour performed by the Contractor, as stated in Section J, Attachment 6, B0: Rates for Contract. Each CPFF T/O shall be billed in accordance with the pre-established rate per hour for each applicable labor category hour performed by the Contractor, as stated in Section J, Attachment 6, B0: Rates for Contract. Indirect rates applicable to ODCs shall be billed and paid for as incurred by the contractor at the rates provided in Section J, Attachment 6, B0: Rates for Contract. If the T/O is Fixed-Price Level-of-Effort, the T/O shall be billed and paid in accordance with *Fixed-Price Labor Category rates* of the T/O. If the T/O is cost plus fixed fee, the T/O shall be billed and priced in accordance with approved cost-reimbursable amount(s) as stated in the executed T/O.

### **TASK ORDER PRICING**

The negotiated rates and profit and fee arrangements set forth in Attachment 6, B0: Rates for Contract, found in Section J of this Contract, shall be utilized to establish the total price of each fixed price and cost plus fixed fee task order issued under the contract. Following receipt of a request for a Task Order Management Plan (T/OMP) in accordance with the Section H provision entitled "TASK ORDER PROCEDURES," the contractor shall develop and submit a proposal, including a proposed price, in response to the request.

### **PRENEGOTIATED PROFIT**

#### **ARRANGEMENTS:**

Profit for each direct labor hour is included in the fixed-price direct labor rates set forth in Attachment 6, B0: Rates for Contract, in Section J of this Contract.

Fixed Fee for each direct labor hour is included in the cost plus fixed fee labor rates set forth in Attachment 6, B0: Rates for Contract, in Section J of this Contract.

There is no fee/profit applicable to travel and DBA Insurance.

**PRENEGOTIATED LABOR AND  
OTHER DIRECT COST INDIRECT RATES**

The parties agree that the fixed-price rates and cost plus fixed fee (CPFF) rates set forth in Attachment 6, B0: Rates for Contract, Section J of this Contract, shall be utilized to establish task order (T/O) prices.

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

The Attachment 6, B0: Rates for Contract, fixed prices and cost plus fixed fee prices per DPPH are applicable for contract performance, as ordered by properly executed task orders hereunder.

*Fixed-priced Level-of Effort* T/Os will be issued at a total price. The price shall be arrived at by utilizing the appropriate fixed-price direct labor (including profit) category rates (i.e. rates by contractor site or Government site and by CONUS or OCONUS), and fixed-price ODC add-on rates set forth in Attachment 6, B0: Rates for Contract.

Cost Plus Fixed Fee T/Os will be issued at a total CPFF. The total CPFF shall be arrived at by utilizing the appropriate CPFF direct labor category rates (i.e. rates by contractor site or Government site and by CONUS or OCONUS) set forth in Attachment 6, B0: Rates for Contract.

Fixed-Price labor with Cost-Plus Fixed Fee Other Direct Cost T/Os will be issued with a) a defined number of hours from specific labor categories using the fixed-price direct labor (including profit) rates set forth in Attachment 6, B0: Rates for Contract; b) an estimated cost for DBA insurance, travel and material, including associated indirect costs at the fixed indirect rates specified in Attachment 6, B0: Rates for Contract, and fee, as applicable. Note that there are CONUS and OCONUS established loaded composite labor rates. OCONUS (by specific country) rates are based on the combination of Danger Pay (as applicable by specific country), Post Allowance (as applicable by specific country) and Hardship Differentials (as applicable by specific country) combined factors.

CPFF labor with Cost and/or Cost-Plus Fixed Fee Other Direct Cost T/Os will be issued with a) a defined number of hours from specific labor categories using the CPFF direct labor rates set forth in Attachment 6, B0: Rates for Contract; and b) an estimated cost for DBA insurance, travel and material, including associated indirect costs at the indirect rates specified in Attachment 6, B0: Rates for Contract, and fee, as applicable. Note that there are CONUS and OCONUS established loaded composite labor rates. OCONUS (by specific country) rates are based on the combination of Danger Pay (as applicable by specific country), Post Allowance (as applicable by specific country) and Hardship Differentials (as applicable by specific country) combined factors.

For labor performed in foreign countries only, the above labor rates shall be adjusted in accordance with the following provision, entitled "Employee Compensation in Foreign Countries."

**EMPLOYEE COMPENSATION IN FOREIGN COUNTRIES:**

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

1) Portions, as specified below, of the Department of State Standardized Regulations (DSSR), shall be complied with for contractor (and, if applicable, subcontractor) employees performing in foreign countries. (The DSSR can be accessed at [redacted])

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2) When applicable, "Post Hardship Differential," in accordance with DSSR Chapter 500; and "Danger Pay Allowance," in accordance with DSSR Chapter 650 and Post Allowance in accordance with DSSR Chapter 220, shall be added to the employee's base labor category rate. The percentages of base pay to be applied shall be the then-current rates identified by the State Department for the specific foreign location where the employee is performing [redacted] for rates, which are revised quarterly.) Base pay scale is the same as for contractor employees performing the same job in the United States.

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(Note that DSSR Section 541 a. specifies that an employee performing in a location qualifying for "Danger Pay Allowance" does not qualify for Post Hardship Differential until the employee has served at such a location for a period of 42 consecutive days or more, at which time the Post Hardship Differential may be granted at the prescribed rate for the number of days served, beginning the first day of detail.) Note, for proposal purposes, assume that all employees are in-country (OCONUS) more than 42 days; therefore, all proposed employees will receive Post Hardship Differential Pay from day one, if Hardship Differential is applicable to that country.. Per the DSSR, if Danger Pay is not involved, an employee(s) will not receive Hardship Differential Pay until day 42 of their OCONUS stay in that country.

Reference DSSR Section 652 d: Hardship Differential rates will be adjusted to remove credit for political violence for those employees receiving Danger Pay, if so noted In the DSSR Allowances Tables (e.g., see Bolivia Allowance Table rates.) Employees will be eligible to receive Post Hardship differential rates in addition to Danger Pay, if so noted in the DSSR Allowance Tables (e.g. see Afghanistan Allowance Table rates.)

**CALCULATION FOR FIXED FEE FOR TERM FORM TASK ORDERS (FAR 16.306)**

a. The fixed fee of each Task Order issued on a term basis is based upon the furnishing of the specified level of effort. In the event that the contractor expends no less than [redacted] or no more than [redacted] of the specified level of effort in performance of the Order, the fixed fee of the Task Order shall not be adjusted under this clause.

b. In the event that the contractor expends less than [redacted] of specified level of effort of the Task Order, the fixed fee shall be reduced in proportion to the ratio of the DPPH actually provided to [redacted] of the specified DPPH on the Task Order. Below is the formula for adjusting fixed fee on Task Orders when required under this subparagraph:

Actual DPPH / Task Order DPPH \* Task Order Fixed Fee = Adjusted Fixed Fee

**EXAMPLE:**

Actual DPPH = [redacted]  
DPPH on Task Order = [redacted]  
Task Order Fixed Fee = [redacted]

Adjusted Fixed Fee =	
=	
=	

- c. The contractor is not authorized to exceed [REDACTED] of the specified level of effort unless a contract modification is issued by the Contracting Officer.
- d. Nothing in this clause shall be construed to constitute authorization for effort not in accordance with the 52.232-20 Limitation of Cost clause and 52.232-22 Limitation of Funds contract clauses.
- e. In accordance with FAR 16.306(d)(2), entitlement to the total fixed fee is subject to (1) certification by the contractor to the Contracting Officer that he has exerted no less than [REDACTED] of specified DPPH level of effort as stated in each Order and has provided the reports called for, and (2) the task performed and the reports provided are considered satisfactory by the Government.

**CALCULATION FOR FIXED FEE FOR COMPLETION FORM TASK ORDERS (FAR 16.306)**

- a. The fixed fee issued on a completion basis will be set by agreement between the Contractor and the Government based on the Contractor’s estimated cost in the Task Order Management Plan (T/OMP) after negotiation and acceptance by the Government.
- b. The Contractor will complete the requirements of the Task Order within the estimated cost and will receive the agreed upon fixed fee. The Contractor is not authorized to exceed the estimated cost of the Task Order without the permission of the Contracting Officer. With permission of the Contracting Officer, the Contractor may exceed the estimated cost to complete the Task Order requirements, but will not be entitled to additional fee.
- c. Nothing in this clause shall be construed to constitute authorization for effort not in accordance with the 52.232-20 Limitation of Cost clause and 52.233-22 Limitation of Funds contract clauses.
- d. In accordance with FAR 16.306(d)(1), entitlement to the total fixed fee is subject to (1) certification by the Contractor, and acceptance by the Government, of the specified end products, and (2) the tasks performed and reports provided are considered satisfactory to the Government.

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**PERIOD OF PERFORMANCE**

The contractor shall provide all level of effort, materials, supplies and deliverables required by CLINS 0001 – 0007 within twelve (12) months after the effective date of the contract, unless extended via one or more of the potential OPTION periods.

**OPTION 1**

The contractor shall provide all level of effort, materials, supplies and deliverables required by CLINS 1001 – 1007 within twelve (12) months after the effective date of the exercised OPTION 1, unless extended via one or more of the potential OPTION periods.

**OPTION 2**

The contractor shall provide all level of effort, materials, supplies and deliverables required by

CLINS 2001 – 2007 within twelve (12) months after the effective date of the exercised OPTION 2, unless extended via one or more of the potential OPTION periods.

**OPTION 3**

The contractor shall provide all level of effort, materials, supplies and deliverables required by CLINS 3001 – 3007 within twelve (12) months after the effective date of the exercised OPTION 3, unless extended via the potential OPTION period.

**OPTION 4**

The contractor shall provide all level of effort, materials, supplies and deliverables required by CLINS 4001 – 4007 within twelve (12) months after the effective date of the exercised OPTION 4, unless extended as provided in FAR CLAUSE 52.217-8.

**FIXED LABOR RATES**

**FIXED AND PRE-ESTABLISHED CPFF LABOR RATES**

The FFP/LOE loaded labor rates provided for Section J of this contract shall be utilized for the Fixed Price Level of Effort portion of the IDIQ contract and each option period. Additionally, CPFF loaded labor rates provided for Section J of this contract shall be the Cost Plus Fixed Fee loaded labor rates used as the pre-established rates for the CPFF portion of the IDIQ contract and each option period. At the end of each period (Base, Option 1, Option 2, Option 3 and Option 4) the contract may be modified solely to reflect any changes (higher or lower) in Department of State Standardized Regulations (DSSR) post allowances, hardship differential percentages, or danger pay percentages. Labor rates, indirect add-ons, escalation, and the formula for computing the loaded rates shall remain unchanged from the offeror's proposal for the basic IDIQ contract and Option periods on which the basic IDIQ contract was based.

## Section E - Inspection and Acceptance

**INSPECTION AND ACCEPTANCE TERMS****Supplies/services will be inspected/accepted at:**

<b>CLIN</b>	<b>INSPECT AT</b>	<b>INSPECT BY</b>	<b>ACCEPT AT</b>	<b>ACCEPT BY</b>
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
1001	N/A	N/A	N/A	Government
1002	N/A	N/A	N/A	Government
1003	N/A	N/A	N/A	Government
1004	N/A	N/A	N/A	Government
1005	N/A	N/A	N/A	Government
1006	N/A	N/A	N/A	Government
1007	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
2002	N/A	N/A	N/A	Government
2003	N/A	N/A	N/A	Government
2004	N/A	N/A	N/A	Government
2005	N/A	N/A	N/A	Government
2006	N/A	N/A	N/A	Government
2007	N/A	N/A	N/A	Government
3001	N/A	N/A	N/A	Government
3002	N/A	N/A	N/A	Government
3003	N/A	N/A	N/A	Government
3004	N/A	N/A	N/A	Government
3005	N/A	N/A	N/A	Government
3006	N/A	N/A	N/A	Government
3007	N/A	N/A	N/A	Government
4001	N/A	N/A	N/A	Government
4002	N/A	N/A	N/A	Government
4003	N/A	N/A	N/A	Government
4004	N/A	N/A	N/A	Government
4005	N/A	N/A	N/A	Government
4006	N/A	N/A	N/A	Government
4007	N/A	N/A	N/A	Government

**CLAUSES INCORPORATED BY REFERENCE**

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-9	Inspection Of Research And Development (Short Form)	APR 1984
52.246-16	Responsibility For Supplies	APR 1984

## Section F - Deliveries or Performance

**DELIVERY INFORMATION**

<b>CLIN</b>	<b>DELIVERY DATE</b>	<b>QUANTITY</b>	<b>SHIP TO ADDRESS</b>	<b>UIC</b>
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
1001	N/A	N/A	N/A	N/A
1002	N/A	N/A	N/A	N/A
1003	N/A	N/A	N/A	N/A
1004	N/A	N/A	N/A	N/A
1005	N/A	N/A	N/A	N/A
1006	N/A	N/A	N/A	N/A
1007	N/A	N/A	N/A	N/A
2001	N/A	N/A	N/A	N/A
2002	N/A	N/A	N/A	N/A
2003	N/A	N/A	N/A	N/A
2004	N/A	N/A	N/A	N/A
2005	N/A	N/A	N/A	N/A
2006	N/A	N/A	N/A	N/A
2007	N/A	N/A	N/A	N/A

3001	N/A	N/A	N/A	N/A
3002	N/A	N/A	N/A	N/A
3003	N/A	N/A	N/A	N/A
3004	N/A	N/A	N/A	N/A
3005	N/A	N/A	N/A	N/A
3006	N/A	N/A	N/A	N/A
3007	N/A	N/A	N/A	N/A
4001	N/A	N/A	N/A	N/A
4002	N/A	N/A	N/A	N/A
4003	N/A	N/A	N/A	N/A
4004	N/A	N/A	N/A	N/A
4005	N/A	N/A	N/A	N/A
4006	N/A	N/A	N/A	N/A
4007	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

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

Each task order issued under the contract shall specify the period of performance applicable thereto; however, the period of performance of any task order shall not extend beyond the ordering period of the contract.

**DELIVERY OF DATA:**

a. All data shall be delivered IAW FAR 52.247-34, F.O.B. Destination, as specified in Block 14 of DD Form 1423. The contractor shall furnish the Contracting Officer one (1) copy of a monthly listing of all transmittal letters submitting data requirements to the offices show in Block 14 of DD Form 1423, including requirements delivered to the various task order monitors under task orders issued under this contract.

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b. The extent of the Government's rights in data delivered under this contract shall be governed by the contract clauses incorporated in Section H and Section I of this contract.

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

d. Electronic media, including e-mail, shall be utilized to the maximum extent practical. The software and report formats utilized shall be in accordance with the current Command standard.

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Section G - Contract Administration Data

ACCOUNTING/APPROPRIATION DATA

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

CLAUSES INCORPORATED BY FULL TEXT

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. Final vouchers will be submitted to the ACO with a copy to DCAA.

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;" (2) the Order Number/PRON; and (3) the words "CNTPO CONTRACT" in bold type on the face page of the voucher. Since vouchers are paid by Order Number/PRON within accounting classification, it is necessary that the Order Number/PRON be shown on each voucher.

e. 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.

f. The contractor may include in provisional vouchers fixed fee based on the percentage of work completed, subject to the withholding reserve of the contract clause titled "Fixed Fee." The Contracting Officer may elect to withhold or accelerate fee payment based upon the Contractor's actual performance as compared to the milestone events target dates as set forth in Section F hereof.

g. The Paying Office shall ensure that the voucher is disbursed for each ACRN as indicated on the voucher (or as specified herein).

**CONTRACT ADMINISTRATION:** Administration of this contract will be performed by the cognizant office as shown in Block 6 of DD 1155. No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

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

**CONTRACTING ACTIVITY REPRESENTATIVES:**

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

**ALTERNATE CONTRACTING ACTIVITY REPRESENTATIVES:**

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

## Section H - Special Contract Requirements

**TASK ORDER PROCEDURES**

- a. Subsequent to award of the basic Indefinite Delivery/Indefinite Quantity (ID/IQ) contract(s), requests for Task Order Management Plan (T/OMP) proposals will be issued. Only authorized company representatives may submit T/OMP proposals.
- b. All task orders are subject to the terms and conditions of the basic contract. In the event of a conflict between a T/O and the basic contract, the basic contract will take precedence.
- c. Performance can only be authorized by issuance of a task order or revision thereto issued by the contracting officer. The contractor shall incur costs under this contract only in performance of task orders and revisions to orders issued by the contracting officer in accordance with this procedure. The contractor shall not exceed the ceiling for the reimbursable costs as specified in each task order, except as ordered/approved by the Contracting Officer in advance. Any changes to project content, estimated cost, schedules, or deliverable items shall be documented by a revision to the task order via task order modification, appropriately signed by the Contracting Officer. All task orders will be issued in writing via DD 1155. The contractor is authorized to initiate task order performance immediately upon receipt of a task order signed by the Contracting Officer.
- d. Except for changes identified as such in writing and signed by the Contracting Officer, the contractor shall notify the Contracting Officer in writing, within twenty-four hours from the date that the contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the contractor regards as a change to the contract terms and conditions.
- e. In response to each request for a T/OMP, the contractor shall submit a T/OMP electronically in Microsoft Office 2000 compatible format to both the PCO and the Contracting Officer's Representative within seven calendar days after receiving the request or provide a "no bid" letter. The contractor shall concentrate the T/OMP narrative on the approach and rationale supporting the approach. The T/OMP shall provide the contractor's detailed approach to accomplishing the requirements of the task, as well as the proposed breakout of labor hours by labor category and by month for the overall period of performance of the T/O
- f. The Government may issue performance based requests for Task Order Management Plans. In a performance based request for T/OMP the Government will specify requirements in terms of performance objectives and the contractor will propose "how to" best satisfy those objectives. A performance based T/OMP will require the contractor's proposal to address metrics to measure and evaluate performance.
- g. The contractor shall concentrate their T/OMP proposal narrative on their T/OMP approach and rationale supporting the approach. The T/OMP shall provide the contractor's detailed approach to accomplishing the requirements of the task, as well as the proposed breakout of labor hours by labor category and by month for the overall period of performance of the T/O. Unless otherwise specified by the Government, the T/OMP size shall not exceed five (5) total text pages, excluding cover page and index.

The contractor shall identify the following in all T/OMPs:

T/OMP REQUEST NO.  
 CONTRACTOR'S NAME  
 CONTRACTOR'S TASK LEADER/CONTACT INFORMATION  
 SUBCONTRACTOR(S)  
 PROPOSED START AND FINISH DATE  
 PROPOSAL SUMMARY  
 ASSUMPTIONS/ ISSUES/IMPACTS

**TECHNICAL PROJECT APPROACH**  
**REFERENCE TO ANY UNIQUE TERMS OR CONDITIONS**  
**REQUESTS TO DEVIATE FROM STANDARD CONTRACT TERMS AND CONDITIONS**  
**GOVERNMENT FURNISHED EQUIPMENT (GFE) REQUIRED**  
**ORGANIZATIONAL STRUCTURE**  
**KEY PERSONNEL (Resumes shall be submitted if requested.)**  
**METRICS TO MEASURE & EVALUATE PERFORMANCE**  
**MICROSOFT PROJECT FILE INCLUDING GANTT CHART, INCLUDING START DATE,**  
**COMPLETION DATE AND PERSONNEL FOR CRITICAL TASKS**  
**SCHEDULES**  
**DELIVERABLES**  
**SECURITY**  
**TASK ORDER HOURS AND COST DATA**  
**MATERIAL COSTS SHALL INDICATE RAW MATERIAL COSTS AND MATERIAL HANDLING**  
**CHARGES, AS APPLICABLE. THE NATURE AND COST ASSOCIATED WITH EACH ODC SHALL**  
**BE DESCRIBED.**

The following shall also be addressed in T/OMPs for Firm-Fixed Price tasks:

**CLEAR STATEMENT OF THE TOTAL PRICE.**  
**A PERFORMANCE-BASED MILESTONE PAYMENT SCHEDULE, AS APPLICABLE.**  
**“COST OR PRICING DATA” OR “INFORMATION OTHER THAN COST OR PRICING DATA” MAY**  
**BE REQUIRED WHERE THERE IS NOT “ADEQUATE PRICE COMPETITION” AS DEFINED IN FAR**  
**15.403-1(C).**

The following shall also be addressed in T/OMPs for Cost Plus Fixed Fee tasks:

**THE PROPOSAL SUMMARY REQUIRED ABOVE SHALL ALSO STATE THE TOTAL DOLLARS**  
**AND PERCENTAGES FOR LABOR, MATERIALS AND OTHER DIRECT COSTS (ODC).**  
**THE COST PROPOSAL SHALL BE SUBMITTED IN SPREADSHEET FORMAT. THE FIRST TAB**  
**SHALL BE A SUMMARY TO INCLUDE A TOP LEVEL ROLLUP OF THE COSTS BY LABOR,**  
**MATERIALS, TRAVEL, OTHER DIRECT COSTS (ODC), AND TOTAL TASK ORDER COST. LABOR**  
**SHALL FURTHER BE BROKEN OUT BY LABOR CATEGORY AND HOURS. A SEPARATE TAB**  
**SHALL BE USED FOR THE PRIME AND EACH SUBCONTRACTOR. TRAVEL COSTS SHALL BE IN**  
**ACCORDANCE WITH RATES AND GUIDELINES SET BY THIS CONTRACT, PART 31, FEDERAL**  
**ACQUISITION REGULATIONS AND THE JOINT TRAVEL REGULATION (AS APPLICABLE).**

**WHEN BOTH THE PROGRAM MANAGER AND PROJECT DIRECTOR LABOR CATEGORIES ARE**  
**PROPOSED DETAILED RATIONALE SHALL BE PROVIDED.**

**MATERIAL COSTS SHALL INDICATE RAW MATERIAL COSTS AND MATERIAL HANDLING**  
**CHARGES, AS APPLICABLE. THE NATURE AND COST ASSOCIATED WITH EACH ODC SHALL**  
**BE DESCRIBED.**

**BILL OF MATERIALS, INDICATING THE SOURCE, QUANTITY, UNIT COST AND TOTAL COST**  
**FOR ALL REQUIRED MATERIALS.**

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

- i. The Government will award task orders based on best value evaluations of T/OMP proposals received. T/OMP proposal evaluation criteria will be specified in each request for T/OMP. The Government is not required to approve proposed T/OMP proposals and issue a Task Order(s).
- j. The T/O issued by the Contracting Officer to the contractor will include, as a minimum, (i) a detailed description of the task/subtasks to be performed; (ii) all deliverable items; (iii) the period of performance; (iv) listing of any government-furnished property to be provided/utilized; and (v) approved ODCs.
- k. The T/Os will be issued on a DD 1155 and shall be numbered and in the format specified and provided by the Government. A modification to a T/O will be issued on a Standard Form 30 Amendment of Solicitation/Modification of Contract and will be identified by a numeric designation following the T/O number indicating the revision sequence (e.g., the first modification to T/O #0001 will read as 0001-01).
- l. All costs associated with proposal preparation, presentation, submission and negotiation in response to any task request or task order shall be at the contractor's expense and will not be allowable as a direct charge.
- m. If the Government determines it necessary to issue a task order on a unilateral undefinitized basis, the contractor shall provide a not to exceed ceiling amount (estimated cost and fee) for insertion in paragraph (d) of the Contract Definitization clause (DFARS 252.217-7027) for such undefinitized task order. The contractor shall provide such not to exceed ceiling amount within three calendar days of receipt of the Government's request. The Government's request for a not to exceed ceiling amount for an undefinitized task order shall include (i) a detailed description of the tasks to be performed, (ii) a description of all deliverable items, with an associated delivery date for each, (iii) the overall period of performance of the task order, unless such information has already been provided to the contractor via a government request for a task order proposal.

**COMMERCIAL COMPUTER SOFTWARE  
LICENSES:**

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

**UNIQUE ITEM IDENTIFICATION  
AND VALUATION:**

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

**ORGANIZATIONAL CONFLICT  
OF INTEREST CLAUSE (OCI):**

a. It is recognized by the parties hereto that the effort to be performed by the contractor under this contract may include 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 U.S. Army Space and Missile Defense Command (SMDC) DoD Counter Narcoterrorism Technology Program Office (CNTPO) Program Contracting Officer and the Contracting Officer on the other acquisition before participating in any CNTPO contract as a contractor, team member, subcontractor, or consultant to provide material, equipment or services. Prime contractors will be subject to this restriction, except as a source for a sole-source basis under other prime contracts with the Government. The SMDC CNTPO Program 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 SMDC CNTPO Program Contracting Officer, may be grounds for termination of the CNTPO Program 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 may include providing systems engineering and technical direction; input to preparation of specifications and scopes of work; assistance to the Government during technical evaluations of other contractor's offers and products; and access to third-party proprietary information. Such activities create a significant potential for certain conflicts of interest, as set forth in FAR 9.505-1, 9.505-2, 9.505-3, and 9.505-4. It is the intention of the parties hereto to prevent both the potential for bias in connection with the contractor's performance of this contract, as well as the creation of any unfair competitive advantage as a result of knowledge gained through access to third-party proprietary information.

c. Whenever performance of this contract requires access to another contractor's proprietary information, the contractor shall (i) enter into a written agreement with the other entities involved, as appropriate, in order to protect such proprietary information from unauthorized use or disclosure for as

long as it remains proprietary; and (ii) refrain from using such proprietary information other than as agreed to, for example to provide assistance during technical evaluation of other contractors' offers or products under this contract. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the SMDC CNTPO Program 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 and teaming arrangements awarded for performance of any portion of this requirement. Subcontract and teaming arrangement restrictions will be limited, however, to the technical area(s) addressed in the specific statements of work in the given task orders. The subcontractor or team member shall not participate in any CNTPO contract or task order in the applicable technical area(s) without written approval of the SMDC CNTPO Program Contracting Officer. This restriction is applicable throughout the period of performance of the subcontract or teaming arrangement, 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 or teaming arrangement, 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 or teaming arrangement must first be submitted to the Government Contracting Officer for approval. Subcontractors or team member, on a case-by-case basis, may make a request, through the prime contractor, for a revision to the CNTPO Program OCI Clause restrictions outlined above.

CONTRACTOR WORKFORCE  
RESPONSIBILITY

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

GOVERNMENT-CONTRACTOR  
RELATIONSHIPS

a. Contractor personnel under this contract shall not:

- (1) be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, military or civilian;
- (2) be placed in a staff or policy making position;
- (3) be placed in a position of command, supervision, administration or control over DA military or civilian personnel, or personnel of other contractors, or become a part of the Government organization;
- (4) be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of DA or other applicable Federal Agencies;
- (5) be used in administration or supervision of military procurement activities.

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

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

**OTHER DIRECT COSTS-TRAVEL**

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

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

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

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

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

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

To the extent available, suitable Government quarters, messing, and surface transportation facilities may be use. General and administrative expense is allowable if travel is normally part of the Contractor's G&A base.

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 (see in this respect the PWS provided in Section J herein).

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

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

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

The Contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission. When it is necessary to use air or rail travel, the Contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical

accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist class.

#### PERFORMANCE MONITORING

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

#### PHYSICAL SECURITY

##### OF CONTRACTOR'S FACILITIES:

The contractor agrees to maintain its facilities in accordance with the applicable requirements of Department of Defense Instruction 4145.26M as referenced in DFARS 252.223-7002. Supplies procured under this contract are identified as sensitive material under DOD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition and Explosives at contractor facilities), requiring physical security and transportation in accordance with DOD 5100.76-M.

#### TRANSPORTATION SECURITY

##### TRANSPORTATION SECURITY REQUIREMENTS

Supplies procured under this contract identified as Sensitive, requiring Transportation Protective Service (TPS) in accordance with Defense Transportation Regulation, DoD 4500.9, Part II, Chapter 205, dated May 2003 and Department of Defense Manual, DoD 5100.76M, Physical Security of Sensitive Conventional Arms, Ammunition and Explosives, dated Aug 2000, as added to, or amended by, applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA), Defense Contract Management Agency (DCMA), or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DoD 4105.59H, DoD Directory of Contract Administration Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

##### TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR SHIPMENTS

- (a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with Department of Defense (DoD) Regulation 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition and Explosives, dated Aug 2000, or are shipped as DOT Class A or B Explosives, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitivity category or explosive class identified under DoD 4500.9, Part II, Chapter 203, dated May 2003, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

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- (b) Shipper's DCMA transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.
- (c) This clause must be entered in all contracts/subcontracts at any tier.

**TRANSPORTATION SECURITY REQUIREMENTS FOR GOVERNMENT OWNED/CONTRACTOR OPERATED SHIPMENTS**

- (a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with Department of Defense (DoD) Regulation 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition and Explosives, dated Aug 2000, or are shipped as DOT Class A or B Explosives, require special Transportation Protective Services (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitivity category or explosive class identified under DoD 4500.9, Part II, Chapter 203, dated May 2003, as added to or amended by applicable customer/military service policies in accordance with guidance provided by the Contracting Officer Representative (COR), Technical Monitor (TM) or the Administrative Contracting officer (ACO).
- (b) Transportation officers/offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.
- (c) This clause must be entered in all contracts/subcontracts at any tier.

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**PHYSICAL SECURITY OF CONTRACTOR'S FACILITIES**

The contractor agrees to maintain his facilities in accordance with the applicable requirements of DoD Instruction 4145.26M as referenced in DFARS 252.223-7002. Supplies procured under this contract identified as sensitive material under DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition and Explosives at contractor facilities, requiring physical security and transportation in accordance with DoD 5100.76-M.

**OCONUS OPERATIONS**

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

The government may direct the contractor to perform outside the continental United States (OCONUS), as provided by law or defined by the applicable Army Service Component Command. In the event contractor employees are deployed OCONUS in support of this contract, 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.

b. 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.

## **2. Central Processing and Departure Point.**

a. As directed by the Contacting Officer's Representative (COR) or Technical Monitor (TM), the Contractor is responsible for processing its personnel deploying in support of CNTPO operations. Contractor employees deploying OCONUS will process through designated location as directed by the COR.

b. When processing for deployment 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.

c. 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.

d. 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.

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

## **3. 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.

#### 4. 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.

#### ASSIGNMENT OF RIGHTS

Per DFARS 252.227-7020, Rights in Special Works, [all works] 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.

#### PERFORMANCE METRICS

##### QUARTERLY TASK SUMMARY REPORTS

The Contractor shall provide quarterly progress reports to the Procuring Contracting Officer (PCO) indicated above at the end of each quarter. The quarterly progress reports shall address all activity under the master IDIQ contract through the last day of the last month of each quarter. The quarterly progress report shall as a minimum, contain the following information:

(1) A listing of ALL task orders issued for the preceding quarter to include:

- Ordering Office
- Task order number and date of issuance;
- Task area – choose the task area that represents the preponderance of work
- Location of performance and a brief description of work covered by task order; e.g. Task Area(s) covered by the Task Order. In the event that the Task Order spans Multiple task areas, select the task area that represents the preponderance of work.
- Total amount ordered and obligated under each individual task order to include any modifications;
- Performance period of each order including options;
- Type of task order issued (i.e., FP-LOE, CPEF, COST);
- Indicate number of task order provided fair opportunity. Number responded to, number declined to participate and rationale for not participating
- Percentage of task orders awarded under each task area;
- Utilization of small business subcontractors;
- Concerns or areas for improvements

(2) Cumulative summary of total dollars ordered and obligated to date on IDIQ contract;

(3) Cumulative summary of dollars ordered and obligated by task area when the task order spans more than one. Formatted: Bullets and Numbering

(4) A listing of task orders that the contractor did not provide a quote on and the reason why a ‘no-quote’ was rendered. Formatted: Bullets and Numbering

**ARMING FOR DOD CONTRACTORS**  
**ARMING FOR DOD CONTRACTORS**

**U.S. CENTCOM PERSONAL PROTECTION ARMING FOR DOD CONTRACTORS (13 June 2007)**

Contractor agrees to comply with, and to insert into all subcontracts where persons will be armed for personal protection, this contract clause and its requirements as provided below. Applicable U.S. CENTCOM arming requests shall include this clause. All required Contractor deliverables and reporting requirements under this contract clause shall be provided to the responsible Government Contracting Officer for this contract unless otherwise specified below or in designated written delegation authority to the cognizant Government Contracting Officer Representative (COR).

**1. Definitions and personal protection arming.**

a. **Definitions.** In reference to the arming of contractor provisions of this contract, the term Contractor means all persons or entities, including subcontractors at any tier, who have entered into a contract with any U.S. Department of Defense (DoD) entity or temporary organization under the direction and control of the Secretary of Defense, where said Contractor has employees who request arming for personal protection and are present in Iraq pursuant to such contract.

b. **Personal protection arming.** Contractor employees in Iraq may request personal protection arming only as provided pursuant to U.S. CENTCOM or delegee orders, guidance or instructions. All personal protection arming requests shall be voluntary and will contain information required by U.S. CENTCOM or subordinate commands' orders or regulations, as well as the endorsement of/coordination with the supported DoD command.

**2. U.S. CENTCOM Compliance.** Contractor shall comply with all procedures and requirements contained within U.S. CENTCOM messages.

a. A lapse in training required by this contract voids any existing arming approval for the individual whose training has lapsed. A contractor employee whose training has lapsed shall not carry a weapon until training is accomplished and the Government Contracting Officer Representative (COR) on this contract has been notified and determined that all required training has been completed.

b. Contractor agrees to obey U.S. CENTCOM, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives, including orders pertaining to arming of private security companies. Contractor will ensure that all contractor employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract have been trained or documentation has been completed.

**3. Authorized Weapons and Ammunition List.** The items authorized for use by the Contractor shall be defined by the U.S. CENTCOM or designee (MNF-I or MNC-I at present) weapons authorization in accordance with U.S. CENTCOM policy, orders and regulations. The weapons and ammunition authorization shall be incorporated as a part of this contract and all of its provisions shall be complied with by the Contractor and its employees receiving such authorization.

**4. Background and Qualification Investigations.** Contractor agrees to undertake investigations of background and qualifications of contractor personnel and certify that all persons armed under this contract are not prohibited under U.S. law to possess firearms, to include compliance with the Gun Control Act of 1968, paragraph (g) and (d).

a. The Contractor shall provide the Government Contracting Officer with a plan for accomplishing background checks within 15 days after request is made to arm an employee for personal protection, to include compliance with applicable provisions of the Gun Control Act of 1968, paragraph (g) and (d). The Government may require the Contractor to make changes or additions to the proposed background check plan until it is found acceptable to the Government Contracting Officer.

b. The Contractor shall verify with MNC-I Provost Marshal that no employee has been barred by any commander from any installation or major subordinate command within Iraq prior to hiring any employee.

**5. Written Acknowledgement of Liability.** Contractor acknowledges, by signing this contract or subcontract, that employees armed in relation to this contract and the use of weapons could subject the Contractor and their employees to United States and Host Nation prosecution and civil liability. The term Host Nation refers to nation or nations where services under this contract are performed. The Contractor shall obtain an acknowledgement from all employees armed under this contract within 10 days of award to its subcontractor(s) that violations of applicable rules for the use of force or that the use of weapons can result in termination of authorization to carry weapons on this contract and subject Contractor and Contractor's employees to United States and Host Nation criminal and/or civil liability. Contractor shall verify that all subcontractors insert this acknowledgement of liability clause and the clause regarding written acknowledgement clause, in the paragraph immediately following in all subcontracts at any tier to this contract. Contractor further acknowledges in accordance with paragraph 6.3.5.3.7 of DoDI 3020.41 that proof of authorization must be carried by each employee or subcontractor carrying weapons under this contract; that contingency Contractor personnel may possess only U.S. Government-issued and/or approved weapons and ammunition for which they have been qualified under the provisions of this contract; personnel armed for personal protection were briefed and understand limitations on the use of force; and authorization to possess weapons and ammunition may be revoked for non-compliance with established rules for the use of force.

**6. Written Acknowledgements.** Contractor will comply with the acknowledgement and training requirements in DoDI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, and other training or requirements specified by the Government Contracting Officer for this contract. Contractor hereby agrees that it will comply with the following requirements for all employees, employed at the time of signing this contract and subsequently hired.

a. **Weapons Training.** The Contractor will provide individual weapons familiarization training for all employees who will carry weapons under this contract to include battlesight zero (on weapons capable of such adjustment) that each Contractor will be utilizing. Training will be accomplished to U.S. Army weapons qualification standards and will be communicated to the Contractor by the Government Contracting Officer, unless another standard of qualification substantially meeting U.S. Army weapons qualification standard is agreed in advance (e.g., for AK-47s). This training may be specified by the Government Contracting Officer or designated representative. Weapons training will be documented on a weapons qualification forms DA Form 88-R and DA Form 3595-R or such records or forms that may be specified by the Government Contracting Officer or designated representative. This training shall be conducted on a repetitive basis at least every twelve months.

b. **Law of Armed Conflict (LOAC) and Rules for the Use of Force (RUF).**

(1) The Contractor will provide training on LOAC and RUF as specified by the Government Contracting Officer or designated representative. Contractors who are armed under this contract will obtain a signed written acknowledgement form for each of their employees authorized to bear weapons under this contract that they have been briefed on LOAC, RUF and understand the differences between rules of engagement (ROE) and RUF, namely that RUF controls the use of weapons by Contractors

employed by the United States Government and that the Contractor may not use ROE at any time for use of force decisions.

(2) LOAC and RUF training will be documented as specified by the Government Contracting Officer or designated representative. The Contractor shall brief RUF to its employees armed under this contract not less than on a weekly basis, and such training shall be documented and made available to the Government Contracting Officer upon request within 24 hours of such request. Contractor shall provide refresher LOAC training to its employees armed under this contract every six months. In particular, LOAC training will include restrictions on firing on persons who have surrendered or are out of combat due to wounds/injuries. LOAC training will also will discuss requirement to render first aid to the best of the Contractor's ability and contact medical response units to obtain medical care for wounded, safety permitting. LOAC training will also include training contractors armed under this contract on requirement to report all escalation of force incidents pursuant to current MNF-I and MNC-I orders. Contractors will train all employees armed under this contract that they must comply the provisions of the Geneva Convention Relative to the Treatment of Prisoners of War, August 12, 1949 (see [REDACTED] in accordance with DoDI 3020.41.

A copy of the Geneva Convention Relative to the Treatment of Prisoners of War, August 12, 1949, must be given to all employees authorized to carry weapons.

c. Screening of Employees. The Contractor will perform background checks and screening of their employees to include determining if any employee is prohibited from possessing or carrying a weapon or ammunition under applicable United States law. This determination will include an individual certification that each employee has not been convicted of a domestic violence crime on DD Form 2760, Qualification to Possess Firearms or Ammunition, or other forms specified by the Government Contracting Officer or designated representative.

d. Documentation/Inspection. Contractor will provide copies of documentation and acknowledgements to the Government Contracting Office for inspection as soon as possible but not later than 15 days after an employee has been approved for arming and such approval has been communicated to the Contractor. Contractor shall not be permitted to carry weapons until required acknowledgements, forms and information is received, found acceptable by the Government Contracting Office, and arming authorization is granted. Contractor will provide required training, documentation and acknowledgements for each employee subsequently hired after contract award within 15 days of their arrival in Iraq unless otherwise agreed by the responsible Government Contracting Officer for this contract.

e. Retention and Review of Records. The Contractor shall maintain records on weapons training, LOAC, RUF and screening of employees for the duration of this contract and a six month time period after contract termination or expiration. The Contractor shall make records relating to weapons training, LOAC, RUF and screening of employees available to the Government Contracting Officer or designated representative at no additional cost to the government within 24 hours of any request.

7. Communication Plan. The Contractor shall describe a communications plan to include a description of how relevant threat information will be shared between contractor security personnel and U.S. military forces, including how appropriate assistance will be provided to contractor security personnel who become engaged in hostile situations in accordance with DoDI 3020.41, paragraph 6.3.5.3.3. The Contractor shall also include a proposed plan to coordinate transportation with appropriate military authorities in accordance with DoDI 3020.41, paragraph 6.3.5.3.2 requirements concerning same. The communication plan will be coordinated with military units responsible for areas that Contractor will be transiting through.

8. Reporting. Contractor will report quarterly to the Government Contracting Officer responsible for this contract (or designated representative), and any other organization designated by the Government

Contracting Officer, the number of civilians and contractors armed under this contract, general scope of work of the armed employees and the contract number of their current contract or subcontracts that have employees armed under this contract or arming authorization. The information under this reporting requirement will be due not later than 1 January, 1 April, 1 July, 1 October and 31 December of each year, and will commence on the first reporting date (above) that occurs after arming authorization is granted by the appropriate authority (e.g., U.S. CENTCOM, MNF-I or other organization authorized under the provisions of DoDI 3020.41).

9. Jurisdiction. The Contractor shall comply with all notification requirements of DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members. Each employee shall execute a written acknowledgement of receipt of notification. The Contractor shall maintain a copy of each employee's written acknowledgement of receipt of the notification and shall provide the same upon request by the Government Contracting Officer. Questions concerning the applicability of this clause should be directed to the Government Contracting Officer.

10. Export Control and Foreign Disclosure Compliance.

a. The work may require contractors to export defense articles, technical data, defense services, and/or technology governed by the Arms Export Control Act, International Traffic in Arms Regulations, Export Administration Regulations and all other applicable federal laws, executive orders and regulations. Contractor shall be required to comply with all such laws, executive orders and regulations and shall be required to furnish to the Government Contracting Officer as evidence of compliance.

b. Any potential disclosure regarding defense articles, defense services and/or technical data to a foreign source or foreign party under the resultant contracts, the awardees must comply with the National Disclosure Policy-1 (NDP-1) and National, DoD and Army security regulations, including the National Industrial Security Policy Manual (NISPM).

11. Law of War Reporting Requirements. Contractor must comply with the provisions of DoD Directive 2311.01, DoD Law of War Program, 9 May 2006, stating policies and responsibilities ensuring DoD compliance with the law of war responsibilities of the United States. The reporting requirements for this program are in addition to the escalation of force reporting requirements. Provisions of this Directive that are applicable to the Contractor include:

a. Compliance with the law of war: paragraph 4.1 provides that the DoD Contractor complies with the law of war during all armed conflicts, however such conflicts are characterized, and in all other military operations.

b. Definition of Reportable Incident: paragraph 3.2 provides criteria for reportable incidents, e.g., that a reportable incident shall be based on credible information.

c. Application of Policy to Contractors: DoDD 2311.01 extends reporting requirements and compliance with specified policies contained in the Directive to Contractors in paragraph 4.2. This Directive also includes several provisions requiring oversight of Contractors, including paragraph 5.7.4 (work statements must comply with the policies in this Directive and contractors must have programs to prevent violations of the law of war by their employees and subcontractors); paragraph 5.8.7 (incident reports must be forwarded for review for prosecutory action); and paragraph 6.3 (requiring incident reporting through the chain of command and to the commander of the unit they are accompanying or the installation to which they are assigned, or to the Combatant Commander).

d. DoDD 2311.01 can be found at the following link:  
[REDACTED]

**12. Firing of weapons, reporting and investigations.** Contractor shall comply with reporting and investigation requirements regarding Contractor employees' firing of their weapon per MNF-I and MNC-I Commanders orders and guidance and have each employee execute a written acknowledgement of receipt of notification. Reports will be submitted to the Government Contracting Officer Representative (COR) for their distribution through to the Government Contracting Officer and the proper command channels as directed by MNF-I and MNC-I Commander's order or guidance.

**13. Contractor Employee Acknowledgment.** Contractor shall require all employees to review, understand/comprehend and sign the following items as discussed above, which are incorporated by reference to this contract.

a. The U.S. CENTCOM Message, MNF-I and MNC-I FRAGOs (current at the execution or modification of this contract) regarding civilian arming.

b. Individual acknowledgements for each employee.

c. U.S. CENTCOM Rules for the use of Force (RUF).

d. DD Form 2760, Qualification to Possess Weapons and Ammunition.

e. LOAC Training.

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 (TM) 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:

DoD Counter Narcoterrorism Technology Program Office  
[REDACTED]  
17320 Dahlgren Road Z07  
Dahlgren, Virginia 22448-5100

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

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

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

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

DISTRIBUTION CONTROL OF TECHNICAL INFORMATION:

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

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

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

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

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

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

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

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

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

TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

a. The Department of Defense Counter NarcoTerrorism Technology Program Office (CNTPO) is the cognizant Government technical organization for this contract and will provide technical direction as defined herein. Technical direction shall be exercised by the following Government employee:

Name	Office symbol	Phone Number

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

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

KEY PERSONNEL:

a. The contractor shall promptly notify the Contracting Officer of any changes in key personnel. All proposed substitutions must be submitted, in writing, at least thirty (30) calendar days, in advance of the proposed substitutions to the Contracting Officer, and provide the information required by paragraph b. below.

b. All notifications must provide the name and departure date for the incumbent leaving, a complete resume for the proposed substitution, and any other information requested by the Contracting

**Officer.** All proposed substitutions must have qualifications that are equal to or higher than the qualifications for the position. The Government shall be afforded the opportunity to review the proposed substitution regarding qualifications, security matters, or any other concerns which could, in its opinion, affect performance under the contract.

**c. Key Personnel are defined as follows:**

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<b>Program Manager</b>
<b>Project Director</b>
<b>Integrated Logistics Manager</b>
<b>Air Crew Commander</b>

**d. The offeror agrees to assign to the contract those persons whose resumes were submitted with this proposal as key personnel as defined in paragraph c. above.**

**e. This clause does not, in any way, abrogate the contractor’s authority to hire or assign personnel as it sees fit, or its responsibility to fill key positions with qualified personnel.**

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

ENVIRONMENTAL: The contractor agrees to the following:

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

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

- a. Workman’s Compensation and Employers’ Liability Insurance: Compliance with applicable workmen’s compensation and occupational disease statutes is required. Employers’ liability coverage in the minimum amount of \$100,000 is required.
- b. General Liability Insurance: Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence, is required on the comprehensive form of policy; however, property damage liability insurance is not required.

c. Automobile Liability Insurance: This insurance is required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage is required.

#### PATENTS - REPORTING OF SUBJECT INVENTIONS:

a. The interim and final invention reports shall be submitted on DD Form 882, Report of Inventions and Subcontracts, see [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 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.

#### CONTINUATION OF DOD CONTRACTOR SERVICES AT GOVERNMENT FACILITIES WITHIN CONUS:

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

2. To ensure that emergency personnel services under the contract are performed and/or delivered by the contractor during times of heightened security and/or limited access to a government facility, the Task Order Monitor/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 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 [REDACTED] and the Guidelines for [REDACTED] Preparing Export License Applications Involving Foreign Nationals [REDACTED]

b. The contractor shall furnish the Contracting Officer evidence of compliance with (or exemption from) the Foreign National Employment Licensing Guidelines or the Guidelines for Preparing Export License Applications Involving Foreign Nationals prior to any foreign national being given access to export controlled technology.

**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.

YEAR 2000 COMPLIANCE:

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

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate I	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.216-11	Cost Contract--No Fee	APR 1984
52.216-24	Limitation Of Government Liability	APR 1984
52.217-8	Option To Extend Services	NOV 1999
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JUL 2005
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003

52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-5	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
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.227-13	Patent Rights--Acquisition By The Government	JAN 1997
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-25 Alt I	Prompt Payment (Oct 2003) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.241-4	Change in Class of Service	FEB 1995
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001

52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987) - Alternate V	APR 1984
52.243-5	Changes and Changed Conditions	APR 1984
52.243-6	Change Order Accounting	APR 1984
52.244-2	Subcontracts	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.245-1	Property Records	APR 1984
52.245-5 Dev	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation	MAY 2004
52.245-8	Liability for the Facilities	JAN 1997
52.245-18	Special Test Equipment	FEB 1993
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-23	Limitation Of Liability	FEB 1997
52.246-24	Limitation Of Liability--High-Value Items	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.223-7007	Safeguarding Sensitive Conventional Arms, Ammunition, and Explosives	SEP 1999

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	Reporting of Contract Performance Outside the United States and Canada--Submission after Award	JUN 2005
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	JUN 2005
252.225-7013	Duty-Free Entry	JUN 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7020	Rights In Data--Special Works	JUN 1995
252.227-7021	Rights In Data--Existing Works	MAR 1979
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7034	Patents--Subcontracts	APR 1984
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.228-7000	Reimbursement for War-Hazard Losses	DEC 1991
252.228-7001	Ground And Flight Risk	SEP 1996
252.228-7002	Aircraft Flight Risk	SEP 1996
252.228-7003	Capture and Detention	DEC 1991
252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	SEP 2005
252.237-7019	Training for Contractor Personnel Interacting with Detainees	SEP 2005
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.239-7016	Telecommunications Security Equipment, Devices, Techniques, And Services	DEC 1991
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)	NOV 2005
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

(End of clause)

#### 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 for sixty (60) months from the effective date of the contract.

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

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

(End of clause)

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

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

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

(1) Any order for a single item in excess of [REDACTED]

(2) Any order for a combination of items in excess of [REDACTED] or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the

reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after sixty (60) months from the effective date of the contract.

(End of clause)

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

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

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

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

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not

union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

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

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

National Labor Relations Board  
 Division of Information  
 1099 14th Street, N.W.  
 Washington, DC 20570

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

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

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

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

- (1) Contractors and subcontractors that employ fewer than 15 persons;
- (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
- (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
- (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
  - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
  - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
- (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

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

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

(2) Download a copy of the poster from the Office of Labor-Management Standards website at [REDACTED] or

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

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

(End of clause)

#### 52.225-1 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--SUPPLIES (JUN 2003)

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

Component means an article, material, or supply incorporated into an end product.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic end product means--

(1) An unmanufactured end product mined or produced in the United States; or

(2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

End product means those articles, materials, or supplies to be acquired under the contract for public use.

Foreign end product means an end product other than a domestic end product.

United States means the 50 States, the District of Columbia and outlying areas.

(b) The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic end products for supplies acquired for use in the United States.

(c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate."

(End of clause)

#### 52.227-12 PATENT RIGHTS--RETENTION BY THE CONTRACTOR (LONG FORM) (JAN 1997)

(a) Definitions. "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under title 35 of the United States Code or any novel variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.).

"Made" when used in relation to any invention means the conception or first actual reduction to practice of such invention.

"Nonprofit organization" means a domestic university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

"Practical application" means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

"Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

"Subject invention" means any invention of the Contractor conceived or first actually reduced to practice in the

performance of work under this contract; provided, that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(b) Allocation of principal rights. The Contractor may elect to retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor elects to retain title, the Federal Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention disclosure, election of title, and filing of patent applications by Contractor. (1) The Contractor shall disclose each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters or within 6 months after the Contractor becomes aware that a subject invention has been made, whichever is earlier. The disclosure to the Contracting Officer shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding, to the extent known at the time of the disclosure, of the nature, purpose, operation, and physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale, or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the Contracting Officer, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Contractor.

(2) The Contractor shall elect in writing whether or not to retain title to any such invention by notifying the Federal agency at the time of disclosure or within 8 months of disclosure, as to those countries (including the United States) in which the Contractor will retain title; provided, that in any case where publication, on sale, or public use has initiated the 1-year statutory period wherein valid patent protection can still be obtained in the United States, the period of election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file its initial patent application on an elected invention within 1 year after election or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor shall file patent applications in additional countries (including the European Patent Office and under the Patent Cooperation Treaty) within either 10 months of the corresponding initial patent application or 6 months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure to the Contracting Officer, election, and filing may, at the discretion of the funding Federal agency, be granted, and will normally be granted unless the Contracting Officer has reason to believe that a particular extension would prejudice the Government's interest.

(d) Conditions when the Government may obtain title. The Contractor shall convey to the Federal agency, upon written request, title to any subject invention--

(1) If the Contractor elects not to retain title to a subject invention;

(2) If the Contractor fails to disclose or elect the subject invention within the times specified in paragraph (c) above (the agency may only request title within 60 days after learning of the Contractor's failure to report or elect within the specified times);

(3) In those countries in which the Contractor fails to file patent applications within the time specified in

paragraph (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country; or

(4) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum rights to Contractor. (1) The Contractor shall retain a nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title except if the Contractor fails to disclose the subject invention within the times specified in paragraph (c) above. The Contractor's license extends to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a part and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the funding Federal agency except when transferred to the successor of that part of the Contractor's business to which the invention pertains.

(2) The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions in the Federal Property Management Regulations and agency licensing regulations (if any). This license shall not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or its domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency shall furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor shall be allowed 30 days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable agency licensing regulations and 37 CFR 404 concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of its license.

(f) Contractor action to protect the Government's interest. (1) The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and subparagraph (n)(2) below, and to enable the Government to obtain patent protection throughout the world in that subject invention.

(2) The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) above, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Federal agency of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response period required by the relevant patent office.

(4) The Contractor agrees to include, within the specification of any United States patent application and any patent issuing thereon covering a subject invention, the following statement: "This invention was made with Government support under (identify the contract) awarded by (identify the Federal agency). The Government has certain rights in this invention."

(5) The Contractor shall establish and maintain active and effective procedures to assure that subject inventions are promptly identified and disclosed to Contractor personnel responsible for patent matters within 6 months of conception and/or first actual reduction to practice, whichever occurs first in performance of work under this contract. These procedures shall include the maintenance of laboratory notebooks or equivalent records and other records as are reasonably necessary to document the conception and/or the first actual reduction to practice of subject inventions, and records that show that the procedures for identifying and disclosing the inventions are followed. Upon request, the Contractor shall furnish the Contracting Officer a description of such procedures for evaluation and for determination as to their effectiveness.

(6) The Contractor agrees, when licensing a subject invention, to arrange to avoid royalty charges on acquisitions involving Government funds, including funds derived through Military Assistance Program of the Government or otherwise derived through the Government, to refund any amounts received as royalty charges on the subject invention in acquisitions for, or on behalf of, the Government, and to provide for such refund in any instrument transferring rights in the invention to any party.

(7) The Contractor shall furnish the Contracting Officer the following:

(i) Interim reports every 12 months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(ii) A final report, within 3 months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or stating that there were no such subcontracts.

(8) The Contractor shall promptly notify the Contracting Officer in writing upon the award of any subcontract at any tier containing a patent rights clause by identifying the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of such subcontract, and no more frequently than annually, a listing of the subcontracts that have been awarded.

(9) In the event of a refusal by a prospective subcontractor to accept one of the clauses in subparagraph (g)(1) or (2) below, the Contractor (i) shall promptly submit a written notice to the Contracting Officer setting forth the subcontractor's reasons for such refusal and other pertinent information that may expedite disposition of the matter and (ii) shall not proceed with such subcontracting without the written authorization of the Contracting Officer.

(10) The Contractor shall provide, upon request, the filing date, serial number and title, a copy of the patent application (including an English-language version if filed in a language other than English), and patent number and issue date for any subject invention for which the Contractor has retained title.

(11) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(g) Subcontracts. (1) The Contractor shall include the clause at 52.227-11 of the Federal Acquisition Regulation (FAR), suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental, or research work to be performed by a small business firm or nonprofit organization. The subcontractor shall retain all rights provided for the Contractor in this clause, and the Contractor shall not, as part

of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The Contractor shall include this clause (FAR 52.227-12) in all other subcontracts, regardless of tier, for experimental, developmental, or research work.

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to those matters covered by this clause.

(h) Reporting utilization of subject inventions. The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceedings undertaken by the agency in accordance with paragraph (j) of this clause. To the extent data or information supplied under this paragraph is considered by the Contractor, its licensee or assignee to be privileged and confidential and is so marked, the agency agrees that, to the extent permitted by law, it shall not disclose such information to persons outside the Government. (i) Preference for United States industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any products embodying the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in rights. The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in FAR 27.304-1(g) to require the Contractor, an assignee, or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Contractor, assignee, or exclusive licensee refuses such a request, the Federal agency has the right to grant such a license itself if the Federal agency determines that--

(1) Such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special provisions for contracts with nonprofit organizations. [Reserved]

(l) Communications.

(Complete according to agency instructions.)

(m) Other inventions. Nothing contained in this clause shall be deemed to grant to the Government any rights with respect to any invention other than a subject invention.

(n) Examination of records relating to inventions. (1) The Contracting Officer or any authorized representative shall, until 3 years after final payment under this contract, have the right to examine any books (including laboratory notebooks), records, and documents of the Contractor relating to the conception or first reduction to practice of inventions in the same field of technology as the work under this contract to determine whether--

(i) Any such inventions are subject inventions;

(ii) The Contractor has established and maintains the procedures required by subparagraphs (f)(2) and (f)(3) of this clause; and

(iii) The Contractor and its inventors have complied with the procedures.

(2) If the Contracting Officer determines that an inventor has not disclosed a subject invention to the Contractor in accordance with the procedures required by subparagraph (f)(5) of this clause, the Contracting Officer may, within 60 days after the determination, request title in accordance with subparagraphs (d)(2) and (d)(3) of this clause. However, if the Contractor establishes that the failure to disclose did not result from the Contractor's fault or negligence, the Contracting Officer shall not request title.

(3) If the Contracting Officer learns of an unreported Contractor invention which the Contracting Officer believes may be a subject invention, the Contractor may be required to disclose the invention to the agency for a determination of ownership rights.

(4) Any examination of records under this paragraph shall be subject to appropriate conditions to protect the confidentiality of the information involved.

(o) Withholding of payment (this paragraph does not apply to subcontracts). (1) Any time before final payment under this contract, the Contracting Officer may, in the Government's interest, withhold payment until a reserve not exceeding \$50,000 or 5 percent of the amount of the contract, whichever is less, shall have been set aside if, in the Contracting Officer's opinion, the Contractor fails to--

(i) Establish, maintain, and follow effective procedures for identifying and disclosing subject inventions pursuant to subparagraph (f)(5) above;

(ii) Disclose any subject invention pursuant to subparagraph (c)(1) above;

(iii) Deliver acceptable interim reports pursuant to subdivision (f)(7)(i) above; or

(iv) Provide the information regarding subcontracts pursuant to subparagraph (f)(8) of this clause.

(2) Such reserve or balance shall be withheld until the Contracting Officer has determined that the Contractor has rectified whatever deficiencies exist and has delivered all reports, disclosures, and other information required by this clause.

(3) Final payment under this contract shall not be made before the Contractor delivers to the Contracting Officer all disclosures of subject inventions required by subparagraph (c)(1) above, an acceptable final report pursuant to subdivision (f)(7)(ii) above, and all past due confirmatory instruments.

(4) The Contracting Officer may decrease or increase the sums withheld up to the maximum authorized above. No amount shall be withheld under this paragraph while the amount specified by this paragraph is being withheld under other provisions of the contract. The withholding of any amount or the subsequent payment thereof shall not be construed as a waiver of any Government right.

(End of clause)

#### 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within twenty-four (24) hours from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within sixty (60) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

## 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

www.arnet.gov

(End of clause)

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

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

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

(End of clause)

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

(a) Definitions. As used in this clause:

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

Concatenated unique item identifier means--

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

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

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

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at

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

enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

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

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

Government's unit acquisition cost means--

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

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

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

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

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

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

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

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

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

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

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

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

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

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at

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

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

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

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

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

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

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

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

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

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

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution ``DD" format for use until the solution is approved by ISO/IEC JTC1 SC 31. The ``DD" format is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at [REDACTED] and

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

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

(i) The Contractor shall--

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

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; and for serialization within the part, lot, or batch number only; original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

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

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

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

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

(2) Unique item identifier type.

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

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

(5) Original part number.

(6) Lot or batch number.

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

(8) Current part number effective date.

(9) Serial number.

(10) Government's unit acquisition cost.

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

- (1) Concatenated unique item identifier or DoD recognized unique identification equivalent of the parent item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.
- (2) Concatenated unique item identifier or DoD recognized unique identification equivalent of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number.\*\*
- (7) Lot or batch number.\*\*
- (8) Current part number (if not the same as the original part number).\*\*
- (9) Current part number effective date.\*\*
- (10) Serial number.\*\*
- (11) Unit of measure.
- (12) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at [REDACTED]

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

(End of clause)

#### 252.223-7002 SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES (MAY 1994)

(a) Definition. "Ammunition and explosives," as used in this clause --

(1) Means liquid and solid propellants and explosives, pyrotechnics, incendiaries and smokes in the following forms:

- (i) Bulk;
- (ii) Ammunition;
- (iii) Rockets;

- (iv) Missiles;
- (v) Warheads;
- (vi) Devices; and
- (vii) Components of (i) through (vi), except for wholly inert items.

(2) This definition does not include the following, unless the Contractor is using or incorporating these materials for initiation, propulsion, or detonation as an integral or component part of an explosive, an ammunition or explosive end item, or of a weapon system --

- (i) Inert components containing no explosives, propellants, or pyrotechnics;
  - (ii) Flammable liquids;
  - (iii) Acids;
  - (iv) Powdered metals; or
  - (v) Oxidizers;
  - (vi) Other materials having fire or explosive characteristics.
- (b) Safety requirements.

(1) The Contractor shall comply with the requirements of the DoD Contractors' Safety Manual for Ammunition and Explosives, DoD 4145.26-M hereafter referred to as "the manual", in effect on the date of the solicitation for this contract. The Contractor shall also comply with any other additional requirements included in the schedule of this contract.

(2) The Contractor shall allow the Government access to the Contractor's facilities, personnel, and safety program documentation. The Contractor shall allow authorized Government representatives to evaluate safety programs, implementation, and facilities.

(c) Noncompliance with the manual.

(1) If the Contracting Officer notifies the Contractor of any noncompliance with the manual or schedule provisions, the Contractor shall take immediate steps to correct the noncompliance. The Contractor is not entitled to reimbursement of costs incurred to correct noncompliances unless such reimbursement is specified elsewhere in the contract.

(2) The Contractor has 30 days from the date of notification by the Contracting Officer to correct the noncompliance and inform the Contracting Officer of the actions taken. The Contracting Officer may direct a different time period for the correction of noncompliances.

(3) If the Contractor refuses or fails to correct noncompliances within the time period specified by the Contracting Officer, the Government has the right to direct the Contractor to cease performance on all or part of this contract. The Contractor shall not resume performance until the Contracting Officer is satisfied that the corrective action was effective and the Contracting Officer so informs the Contractor.

(4) The Contracting Officer may remove Government personnel at any time the Contractor is in noncompliance with any safety requirement of this clause.

(5) If the direction to cease work or the removal of Government personnel results in increased costs to the Contractor, the Contractor shall not be entitled to an adjustment in the contract price or a change in the delivery or performance schedule unless the Contracting Officer later determines that the Contractor had in fact complied with the manual or schedule provisions. If the Contractor is entitled to an equitable adjustment, it shall be made in accordance with the Changes clause of this contract.

(d) Mishaps. If a mishap involving ammunition or explosives occurs, the Contractor shall --

(1) Notify the Contracting Officer immediately;

(2) Conduct an investigation in accordance with other provisions of this contract or as required by the Contracting Officer; and

(3) Submit a written report to the Contracting Officer.

(e) Contractor responsibility for safety. (1) Nothing in this clause, nor any Government action or failure to act in surveillance of this contract, shall relieve the Contractor of its responsibility for the safety of --

(i) The Contractor's personnel and property;

(ii) The Government's personnel and property; or

(iii) The general public.

(2) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, State, and local laws, ordinances, codes, and regulations (including those requiring the obtaining of licenses and permits) in connection with the performance of this contract.

(f) Contractor responsibility for contract performance. (1) Neither the number or frequency of inspections performed by the Government, nor the degree of surveillance exercised by the Government, relieve the Contractor of its responsibility for contract performance.

(2) If the Government acts or fails to act in surveillance or enforcement of the safety requirements of this contract, this does not impose or add to any liability of the Government.

(g) Subcontractors. (1) The Contractor shall insert this clause, including this paragraph (g), in every subcontract that involves ammunition or explosives.

(i) The clause shall include a provision allowing authorized Government safety representatives to evaluate subcontractor safety programs, implementation, and facilities as the Government determines necessary.

(ii) Note: The Government Contracting Officer or authorized representative shall notify the prime Contractor of all findings concerning subcontractor safety and compliance with the manual. The Contracting Officer or authorized representative may furnish copies to the subcontractor. The Contractor in turn shall communicate directly with the subcontractor, substituting its name for references to "the Government". The Contractor and higher tier subcontractors shall also include provisions to allow direction to cease performance of the subcontract if a serious uncorrected or recurring safety deficiency potentially causes an imminent hazard to DoD personnel, property, or contract performance.

(2) The Contractor agrees to ensure that the subcontractor complies with all contract safety requirements. The Contractor will determine the best method for verifying the adequacy of the subcontractor's compliance.

(3) The Contractor shall ensure that the subcontractor understands and agrees to the Government's right to access to the subcontractor's facilities, personnel, and safety program documentation to perform safety surveys. The Government performs these safety surveys of subcontractor facilities solely to prevent the occurrence of any mishap which would endanger the safety of DoD personnel or otherwise adversely impact upon the Government's contractual interests.

(4) The Contractor shall notify the Contracting Officer or authorized representative before issuing any subcontract when it involves ammunition or explosives. If the proposed subcontract represents a change in the place of performance, the Contractor shall request approval for such change in accordance with the clause of this contract entitled "Change in Place of Performance - Ammunition and Explosives".

(End of clause)

#### 252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991)

(a) The Offeror shall identify, in the "Place of Performance" provision of this solicitation, the place of performance of all ammunition and explosives work covered by the Safety Precautions for Ammunition and Explosives clause of this solicitation. Failure to furnish this information with the offer may result in rejection of the offer.

(b) The Offeror agrees not to change the place of performance of any portion of the offer covered by the Safety Precautions for Ammunition and Explosives clause contained in this solicitation after the date set for receipt of offers without the written approval of the Contracting Officer. The Contracting Officer shall grant approval only if there is enough time for the Government to perform the necessary safety reviews on the new proposed place of performance.

(c) If a contract results from this offer, the Contractor agrees not to change any place of performance previously cited without the advance written approval of the Contracting Officer.

(End of clause)

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

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

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

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

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

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel

and their families, to the extent such information can be made available prior to travel outside the United States;  
and

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

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

(End of clause)

#### 252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV 2004)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this

means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address (include point of contact and telephone number) :

(End of clause)

252.225-7040

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2006)

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

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Other military operations means a range of military force responses that can be projected to accomplish assigned tasks. Such operations may include one or a combination of the following: Civic action, humanitarian assistance, civil affairs, and other military activities to develop positive relationships with other countries; confidence building and other measures to reduce military tensions; military presence; activities to convey messages to adversaries; military deceptions and psychological operations; quarantines, blockades, and harassment operations; raids; intervention operations; armed conflict involving air, land, maritime, and strategic warfare operations; support for law enforcement authorities to counter international criminal activities (terrorism, narcotics trafficking, slavery, and piracy); support for law enforcement authorities to suppress domestic rebellion; and support for insurgency, counterinsurgency, and civil war in foreign countries.

Theater of operations means an area defined by the combatant commander for the conduct or support of specified operations.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

- (i) Contingency operations;
  - (ii) Humanitarian or peacekeeping operations;
  - (iii) Other military operations; or
  - (iv) Military exercises designated by the Combatant Commander.
- (2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.
- (3) Contractor personnel are civilians accompanying the U.S. Armed Forces.
- (i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are not authorized to use deadly force against enemy armed forces other than in self-defense.
  - (ii) Private security Contractor personnel are authorized to use deadly force only when necessary to execute their security mission to protect assets/persons, consistent with the mission statement contained in their contract.
  - (iii) Civilians who accompany the U.S. Armed Forces lose their law of war protection from direct attack if and for such time as they take a direct part in hostilities.
- (4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.
- (c) Support. (1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--
- (A) The Contractor cannot obtain effective security services;
  - (B) Effective security services are unavailable at a reasonable cost; or
  - (C) Threat conditions necessitate security through military means.
- (ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.
  - (iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.
- (2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the theater of operations may be provided resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.
- (ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

- (iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.
- (3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.
- (4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the theater of operations. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.
- (d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--
- (1) United States, host country, and third country national laws;
  - (2) Treaties and international agreements;
  - (3) United States regulations, directives, instructions, policies, and procedures; and
  - (4) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (e) Pre-deployment requirements. (1) The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.
- (i) All required security and background checks are complete and acceptable.
  - (ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.
  - (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.
  - (iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.
  - (v) All personnel have received personal security training. At a minimum, the training shall--
    - (A) Cover safety and security issues facing employees overseas;
    - (B) Identify safety and security contingency planning activities; and
    - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
  - (vi) All personnel have received isolated personnel training, if specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) When there is a formal declaration of war by Congress, Contractor personnel authorized to accompany U.S. Armed Forces may be subject to prosecution under the Uniform Code of Military Justice.

(f) Processing and departure points. Deployed Contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) In accordance with DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. Armed Forces as specified in paragraph (b)(1) of this clause. The list shall include each individual's general location in the theater of operations. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate automated system(s) to use for this effort.

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel. (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

- (i) Identify all personnel who are subject to military mobilization;
  - (ii) Detail how the position would be filled if the individual were mobilized; and
  - (iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.
- (i) Military clothing and protective equipment.
- (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--
- (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and
  - (ii) Carry the written authorization with them at all times.
- (2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.
- (3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.
- (4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.
- (j) Weapons. (1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.
- (2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--
- (i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or
  - (ii) The Contracting Officer's Representative (COR) may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.
- (3) The Contractor shall ensure that its personnel who are authorized to carry weapons--
- (i) Are adequately trained to carry and use them--
    - (A) Safely;
    - (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
    - (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

- (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
  - (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.
- (4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended mmunition are returned as directed by the Contracting Officer.
- (k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.
- (l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.
- (m) Evacuation. (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.
- (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
- (n) Next of kin notification and personnel recovery.
- (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.
- (2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.
- (o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.
- (p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.
- (q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--
- (1) Contingency operations;
  - (2) Humanitarian or peacekeeping operations;
  - (3) Other military operations; or

(4) Military exercises designated by the Combatant Commander.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

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

<b>Attachment/ Exhibit</b>	<b>TITLE</b>	<b>DATE</b>	<b># Pages</b>
Attachment 1	Performance Work Statement, SW-ZZ-09-06, Basic, entitled, "DoD Counter Narcoterrorism Program and Operations Support"	12 Feb 07	26
Attachment 2	CNTPO Labor Category Descriptions	29 Jan 07	30
Attachment 3	CNTPO Acronym List	30 Nov 06	3
Attachment 4	DD Form 254, Contract Security Classification	24 Aug 07	8
Attachment 5	DD1423, Contract Data Requirements List & Instructions, Rev 1	28 Nov 06	16
Attachment 6	B0: Rates for Contract	05 Jun 07	113
Attachment 7	Small Business Participation and Small Business Subcontracting Plan	05 Jun 07	29
	Section K - Certifications and Representations Incorporated by reference		