

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

PAGE OF PAGES
1 | 39

2. CONTRACT NO. W911W5-12-C-0005
 3. SOLICITATION NO. W911W5-12-R-0002
 4. TYPE OF SOLICITATION
 SEALED BID (IFB)
 NEGOTIATED (RFP)
 5. DATE ISSUED 12 Jan 2012
 6. REQUISITION/PURCHASE NO.

7. ISSUED BY
 COR, USA NATIONAL GROUND INTELLIGENCE CE
 2055 BOULDER ROAD
 CHARLOTTESVILLE VA 22911-8318
 CODE W911W5
 8. ADDRESS OFFER TO (If other than Item 7)
 See Item 7
 CODE
 TEL:
 FAX:

b6

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Will not accept handcarried until 01:00 PM local time 13 Feb 2012
 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:
 A. NAME b6
 B. TELEPHONE (Include area code) (NO COLLECT CALLS) b6
 C. E-MAIL ADDRESS b6

TABLE OF CONTENTS

(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
X A	SOLICITATION/CONTRACT FORM	1	X I	CONTRACT CLAUSES	35 - 39
X B	SUPPLIES OR SERVICES AND PRICES/COSTS	2 - 9	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X C	DESCRIPTION/SPECS/ WORK STATEMENT	10 - 16	J	LIST OF ATTACHMENTS	
D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X E	INSPECTION AND ACCEPTANCE	17 - 18	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X F	DELIVERIES OR PERFORMANCE	19 - 20		L	INSTRS. CONDS. AND NOTICES TO OFFERORS
X G	CONTRACT ADMINISTRATION DATA	21	M	EVALUATION FACTORS FOR AWARD	
X H	SPECIAL CONTRACT REQUIREMENTS	22 - 34			

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16. Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT
 (See Section I, Clause No. 52.232-8)
 NET 30 days

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR
 CODE 58ZQ9
 INTREPID SOLUTIONS AND SERVICES, INC.
 7800 LEEBURG PIKE STE 204
 FALLS CHURCH VA 22043-2004
 FACILITY
 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO (Include area code)
 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE
 17. SIGNATURE
 18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED
 20. AMOUNT (b) (4)
 21. ACCOUNTING AND APPROPRIATION See Schedule

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
 10 U.S.C. 2504(e) 41 U.S.C. 253(e)
 23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)

24. ADMINISTERED BY (If other than Item 7) CODE
 See Item 7
 25. PAYMENT WILL BE MADE BY CODE HQ0302
 DFAS-ROME
 VENDOR PAY(800) 533-0527
 325 BROOKS ROAD
 ROME NY 13441-4527

26. NAME OF CONTRACTING OFFICER (Type or print)
 27. UNITED STATES OF AMERICA
 28. AWARD DATE

TEL: EMAIL: (Signature of Contracting Officer)

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Previous Edition is Unusable

33-134

STANDARD FORM 33 (REV. 9-97)
 Prescribed by GSA
 FAR (48 CFR) 53.214(c)

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0001	WAPS/FMV services CPFF WAPS/FMV services in accordance with the Performance Work Statement. Includes all deliverables and all reporting requirements (except Contractor Manpower Reporting). (Base Year) FOB: Destination		Lot	
				ESTIMATED COST
				FIXED FEE
				TOTAL EST COST + FEE
	ACRN AA W26MT9132010010001			

(b) (4)

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
0002	Travel Base Year COST Travel in accordance with the JTR FOB: Destination		Lot	
				ESTIMATED COST
	ACRN AA W26MT9132010010002			

(b) (4)

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
			Lot		NSP

Manpower Reporting Requirement (Base Yr)

Manpower Reporting Requirement (Base Yr) - for all services covered by this contract. The Department of the Army requires Contractor Manpower Reporting (CMR) by 31 October of each calendar year during the life of the contract IAW section H.17 in this solicitation. This CLIN is not separately priced (NSP).
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
			Lot	

1001
 OPTION

WAPS/FMV services
 CPFF

WAPS/FMV services in accordance with the Performance Work Statement. Includes all deliverables and all reporting requirements (except Contractor Manpower Reporting). (Option Year 1)

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

(b) (4)

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
1002 OPTION	Travel Option Year 1 COST Travel in accordance with the JTR FOB: Destination		Lot	

(b) (4)

ESTIMATED COST

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
1003 OPTION	Manpower Reporting Requirement Opt Yr 1 Manpower Reporting Requirement (Base Yr) - for all services covered by this contract. The Department of the Army requires Contractor Manpower Reporting (CMR) by 31 October of each calendar year during the life of the contract IAW section H.17 in this solicitation. This CLIN is not separately priced (NSP). FOB: Destination		Lot	

AMOUNT
NSP

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
2001	WAPS/FMV services		Lot	
OPTION	CPFF			
	WAPS/FMV services in accordance with the Performance Work Statement. Includes all deliverables and all reporting requirements (except Contractor Manpower Reporting). (Option Year 2)			
	FOB: Destination			

(b) (4)

ESTIMATED COST
FIXED FEE
TOTAL EST COST + FEE

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
2002	Travel Option Year 2		Lot	
OPTION	COST			
	Travel in accordance with the JTR.			
	FOB: Destination			

(b) (4)

ESTIMATED COST

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003			Lot		NSP
OPTION	Manpower Reporting Requirement Opt Yr 2				

Manpower Reporting Requirement (Opt Yr 2) - for all services covered by this contract. The Department of the Army requires Contractor Manpower Reporting (CMR) by 31 October of each calendar year during the life of the contract IAW section H.17 in this solicitation. This CLIN is not separately priced (NSP).
 FOB: Destination

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
3001			Lot	
OPTION	WAPS/FMV services			

(b) (4)

CPFF

WAPS/FMV services in accordance with the Performance Work Statement. Includes all deliverables and all reporting requirements (except Contractor Manpower Reporting). (Option Year 3)

FOB: Destination

ESTIMATED COST

FIXED FEE

TOTAL EST COST + FEE

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
3002 OPTION	Travel Option Year 3 COST Travel in accordance with the JTR. FOB: Destination		Lot	

(b) (4)

ESTIMATED COST

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
3003 OPTION	Manpower Reporting Requirement Opt Yr 3 Manpower Reporting Requirement (Opt Yr 3) - for all services covered by this contract. The Department of the Army requires Contractor Manpower Reporting (CMR) by 31 October of each calendar year during the life of the contract IAW section H.17 in this solicitation. This CLIN is not separately priced (NSP). FOB: Destination		Lot	

AMOUNT
NSP

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
4001	WAPS/FMV services		Lot	
OPTION	CPFF			
	WAPS/FMV services in accordance with the Performance Work Statement. Includes all deliverables and all reporting requirements (except Contractor Manpower Reporting). (Option Year 4)			
	FOB: Destination			

(b) (4)

ESTIMATED COST
FIXED FEE
TOTAL EST COST + FEE

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE
4002	Travel Option Year 4		Lot	
OPTION	COST			
	Travel in accordance with the JTR.			
	FOB: Destination			

(b) (4)

ESTIMATED COST

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003			Lot		NSP
OPTION	Manpower Reporting Requirement Opt Yr 4				

Manpower Reporting Requirement (Opt Yr 4) - for all services covered by this contract. The Department of the Army requires Contractor Manpower Reporting (CMR) by 31 October of each calendar year during the life of the contract IAW section H.17 in this solicitation. This CLIN is not separately priced (NSP).
FOB: Destination

NET AMT

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

Performance Work Statement (PWS)

For

Wide Area Persistence Surveillance (WAPS) / Full Motion Video (FMV) Analytic Cell

31 January 2012

1. INTRODUCTION:

1.1 BACKGROUND: The Wide Area Persistence Surveillance (WAPS) / Full Motion Video (FMV) Analytic Cell is a Motion Imagery (MI) production capability that leverages WAPS and FMV data to produce intelligence over areas of interest. The National Ground Intelligence Center (NGIC) Army Geospatial Intelligence (GEOINT) Battalion is the Army Intelligence and Security Command's (INSCOM) lead for the 2nd/3rd phase production mission. Typically, a WAPS/FMV system maintains surveillance for a period of time while building a history of activity. The wide area, long-dwell capability of the WAPS platforms and sensors allows for forensic and historical monitoring pre-and post-event analysis of imaged areas. With the purpose of monitoring insurgent, Improvised Explosive Devices (IED), and other related activity as well as other acts taken against U.S. and coalition forces.

1.2 SCOPE: This Performance Work Statement describes the WAPS/FMV Analytic Cell requirement. Under this contract, the contractor shall provide qualified intelligence analyst personnel to perform the WAPS/FMV analysis support. The Contractor shall provide geospatial-intelligence reports/surveillance assessments that identify threats against the United States (US) and coalition forces. In addition, the contractor shall respond to Request for Information (RFI) from internal and external Government sources; providing, Annotated Graphical Products, Analytical Assessments, as well as significant discoveries in a timely manner (i.e. Any information or intelligence that would fall outside of the RFIs such as threats to US Forces). The services addressed herein will be performed on site at the National Ground Intelligence Center and Army GEOINT Battalion, located in Springfield and Charlottesville, VA areas.

2. REFERENCE and APPLICABLE DOCUMENTS:

The contractor shall use the most up to date laws, regulations and forms in carrying out services assigned. All necessary references materials, regulations, and standard operating procedures will be provided by the Contracting Officer Representative and are required to be used for guidance in the performance of this requirement. Below is a list of applicable documents and standards; however, this list is not all inclusive.

NGIC Regulation 690-14
NGIC Regulation 690-5
NGIC Analytic Standards

All analytical products must comply with NGIC Analytic Standards, including but not limited to the Director of National Intelligence Community Directives (ICD) 203 (Analytic Standards) and 206 (Sourcing Requirements for Disseminated Analytic Products)."

Note: ICD 203 and ICD 206 are unclassified and available on the web at:

<http://www.fas.org/irp/dni/icd/icd-203.pdf>

<http://www.fas.org/irp/dni/icd/icd-206.pdf>

3. REQUIREMENT:

3.1 The contractor shall provide the National Ground Intelligence Center (NGIC) and Army GEOINT Battalion with WAPS/FMV analytical support. The contractor is responsible for providing WAPS/FMV analytical services dependent on the intelligence requirements. The contractor is fully and solely responsible for the management approach, scheduling, supervision and production with regard to individual contract employees. Contractor employees must be experienced, trained and certified from a DoD certifying tradecraft course i.e. NGA's Geospatial Intelligence Training Program (GITP) or equivalent. The contractor support team analysts shall be production-oriented and able to process, interpret and produce approximately 200 intelligence assessments per contract year on a wide variety of geospatial-intelligence imagery data types. In addition, the contractor support team is required to produce approximately 600 Annotated Graphical Products per contract year. Contractor performance shall be measured on the basis of the deliverables. The contractor shall provide a team lead and/or program manager deemed to be a key employee during the execution of the contract. The individual should be available during the hours of 0800 to 1700 to address any question or concerns that may arise during performance of this requirement. The contractors shall be responsible for routinely performing analysis of geospatial-intelligence data to include (but not limited to) WAPS, FMV and National Technical Means (NTM).

EDUCATION

Education Requirements for Motion Imagery Program Manager

Bachelor's degree from an accredited school or applicable work experience in lieu of a degree is required. Candidate must have successfully completed a military or government Imagery Analysis training course equivalent to the Geospatial Intelligence Training Program (GITP) at NGA College. Candidate must possess a minimum of 8 years relevant experience (experience must be within 18 months). Education: Bachelor's degree in Cartography, Cultural Area Studies, Earth Sciences, Environmental Science, Geodesy, Geography, Geology, Geographic Information Systems, History, Hydrography, Hydrology, Imagery Science, International Affairs/Studies, Liberal Studies, Oceanography, Photogrammetry, Physical Science, Political Science, Remote Sensing, or a related discipline. -OR- B. Combination of Education and Experience: A minimum of 24 semester (36 quarter) hours of coursework in any area listed in option B plus experience that demonstrates the ability to successfully perform the duties associated with this work. As a rule, 30 semester (45 quarter) hours of college education is equivalent to one year of experience. Candidates should show that their combination of education and experience totals 4 years. -OR- C. Experience: Eight years of significant applied experience in the intelligence field, Imagery Analysis, the use of current GIS tools, or work related to the fields listed in A above.

Education Requirements for (Motion) Imagery Analysts

Associate's degree from an accredited school or applicable work experience in lieu of a degree is required. Candidate must have successfully completed a military or government Imagery Analysis training course equivalent to the Geospatial Intelligence Training Program (GITP) at NGA College. Candidate must possess a minimum of 4 years relevant experience (experience must be within 18 months). . Education: Bachelor's degree in Cartography, Cultural Area Studies, Earth Sciences, Environmental Science, Geodesy, Geography, Geology, Geographic Information Systems, History, Hydrography, Hydrology, Imagery Science, International Affairs/Studies, Liberal Studies, Oceanography, Photogrammetry, Physical Science, Political Science, Remote Sensing, or a related discipline. -OR- B. Combination of Education and Experience: A minimum of 24 semester (36 quarter) hours of coursework in any area listed in option B plus experience that demonstrates the ability to successfully perform the duties associated with this work. As a rule, 30 semester (45 quarter) hours of college education is equivalent to one year of experience. Candidates should show that their combination of education and experience totals 4 years. -OR- C. Experience: Four years of significant applied experience in the intelligence field, Imagery Analysis, the use of current GIS tools, or work related to the fields listed in A above. Additional Training Requirements Training in the following software applications must be completed prior to award of contract: RemoteView or SOCET GXP. Desirable training: Google Earth, MAAS and APIX/Pursuer and ARC GIS.

Education Requirements for Geospatial Analysts

Associate's degree from an accredited school or applicable work experience in lieu of a degree is required. Candidate must have successfully completed a military or government Geospatial Analysis training course equivalent to the Geospatial Intelligence Training Program (GITP) at NGA College. Candidate must possess a minimum of 4 years relevant experience (experience must be within 18 months). Education: Bachelor's degree in Cartography, Cultural Area Studies, Earth Sciences, Environmental Science, Geodesy, Geography, Geology, Geographic Information Systems, History, Hydrography, Hydrology, Imagery Science, International Affairs/Studies, Liberal Studies, Oceanography, Photogrammetry, Physical Science, Political Science, Remote Sensing, or a related discipline. -OR- B. Combination of Education and Experience: A minimum of 24 semester (36 quarter) hours of coursework in any area listed in option B plus experience that demonstrates the ability to successfully perform the duties associated with this work. As a rule, 30 semester (45 quarter) hours of college education is equivalent to one year of experience. Candidates should show that their combination of education and experience totals 4 years. -OR- C. Experience: Four years of significant applied experience in the intelligence field, Imagery Analysis, the use of current GIS tools, or work related to the fields listed in A above.

Additional Training Requirements Training in the following software applications must be completed prior to award of contract: ARC GIS. Desirable training: Remote View, SOCET GXP, Google Earth, MAAS and APIX/Pursuer.

3.2 The contractors shall provide analysis of geospatial-intelligence data and also analyze and interpret other finished intelligence to fuse with their analysis.

3.3 Production of analytical assessments: The contractor shall produce analytical assessments and graphical products in a timely manner for government acceptance. Products range from first (dissemination within 24 hours of collection) through third phase (dissemination within a few weeks of collection).

3.4 The contractor shall develop and maintain an effective quality control plan to ensure services are performed in accordance with the PWS. The contractor shall develop and implement procedures to identify, prevent, and deter substandard performance of services. The government will evaluate the contractor's performance under this contract in accordance with the Performance Standards below. The contractors plan shall be focused on what it must do to ensure an acceptable level of quality is achieved in the performance of this requirement. The chart below defines the performance standards, means of measurement, and acceptable level of performance.

Performance Standards:

Objectives	Measures	Standards
Data Reports	Sampling	95% customer satisfaction and timely (w/in suspense date provided by COR) dissemination of information allotted in RFI
Draft Intelligence Assessments	Review of documents	95% customer satisfaction and timely (w/in suspense date provided by COR) dissemination of information allotted in RFI
Customer service Requests for Information	Requestor surveys	98% overall satisfaction rating of total survey volume received after customer receipt of answered RFI
Annotated Graphical Products	Functional review by technical representative	100% functional

4. DELIVERABLES:

The specific number of each type of deliverables is listed below and should be performed in accordance with the performance standards. The specific number of assessments and annotated graphics may change due to operational needs of the theater request for information.

4.1 Post award Conference/Periodic Progress Meetings: The contractor agrees to participate in any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Contracting Officers Representative (COR), and other government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the contracting officer shall apprise the contractor of how the government views the contractor's performance and the contractor shall apprise the government of challenges or inconsistencies, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues.

4.2 WAPS/FMV Analytical Assessment: The WAPS/FMV analytical assessment is a rigidly formatted report that answers an intelligence question, using geospatial-intelligence data. The analytical assessment will be fused with other finished intelligence. These will be produced in draft form and delivered to the government customer for approval. The contract support team should produce approximately 200 WAPS/FMV analytical assessments per contract period of performance.

4.3 Annotated Graphical Product: The Annotated Graphical Product is a rigidly formatted graphic that answers an intelligence question, using one or more of the following sources of data: WAPS, FMV and NTM. These shall be produced in draft form and delivered to the government customer for approval. The contract support team should produce approximately 600 Annotated Graphical Products per contract period of performance.

4.4 Monthly Status Report: The WAPS/FMV Team Leader/Program Manager shall prepare a monthly summary of activities performed by the contract team. This shall include number of products created, customer supported, suspense met, and suspense not met and significant actions performed by the contract team. Additionally, the Monthly Status Report shall include activities of those assigned to the project, problems encountered, actual or recommended corrective action, and a summary of cost incurred under the contract. This report shall be delivered to the COR and Functional Representative no later than the Tuesday following the final day of the month for which the report is written.

4.5 Trip Report: The WAPS/FMV Team Leader/Program Manger will ensure trip reports are completed by the first following Monday after analyst return.

DELIVERABLE SCHEDULE

Deliverable	Frequency	Medium/Format	Submit to
Post Award Conference	Within 5 business days after contract award	Meeting Minutes and/or Briefing Word pdf	COR and KO
Periodic Progress Meetings	As required by COR and KO	Meeting Minutes and/or Briefing Word pdf	COR and KO
Analytical Assessments	Approximately 200 per year	GEOINT Enterprise TPED Service (GETS)	COR and Functional Representative

Annotated Graphical Product	Approximately 600 per year	Power Point, RV Pro, SOCET GXP or Arc GIS	COR and Functional Representative
Monthly Status Report	Tuesday following the final day of the month for which the report is written	Electronically in MS Word, Excel, or PowerPoint	COR and Functional Representative
Trip Report	First following Monday after trip.	Electronically in MS Word or Excel	COR and Functional Representative
Quality Control Plan	Presented at Post Award meeting	Electronically in MS Word, Excel, or PowerPoint	COR and Functional Representative
Army Contractor Manpower Reporting	NLT 31 Oct each calendar year	XML	ASA(MRA) Web Site https://cmra.armv.mil/

5. RESERVED

6. QUALITY CONTROL/ASSURANCE

6.1 Contractor Quality Control Plan: The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which she/he assures herself/himself that his/her work complies with the requirement of the contract. A copy of the contractor's Quality Control Plan (QCP) shall be provided to the Contracting Officer's Representative (COR) no later than the post-award conference. After government acceptance of the QCP, the contractor is required to obtain written KO approval before implementing any proposed changes. Updates to the plan shall be provided to the COR/KO as changes occur.

6.2 Government Quality Assurance: The government will evaluate the contractor's performance under this contract as follows: 100% sampling of all intelligence products produced by the contractor. The sampling will be performed by an appointed Government technical staff member prior to acceptance. Intelligence products will be reviewed with attention paid to grammatical correctness, technical veracity and soundness of conclusions. If at any time a product is deemed incorrect or defective, the contractor will document the error and notify the COR. The COR will then initial the notification document, thus confirming their receipt. More detail can be found in the government's Quality Assurance Surveillance Plan (QASP) for WAPS/FMV Support. The QASP is primarily focused on what the government must do to ensure that the contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

6.3 Corrective Actions: If at any time, it is determined by the COR that the quality control system, personnel, instructions, controls, tests or records are not providing results which conform to contract requirements, the contractor shall submit a Corrective Action Plan to the COR/KO for approval within three (3) working days detailing the methodology it will employ to correct any nonconformance and meet an acceptable level of quality. If necessary, then changes may be required in the contractors QC Plan.

7 SECURITY:

7.1 Security Requirements: Contractor is required to have an approved TS/SCI facility clearance, provide all documentation to verify such at time of proposal submission, be in full compliance with all security requirements at time of award and throughout contract performance, and provide a copy of any agreement related to it being part of a Joint Business Venture, along with assurance that all members of the Joint Business Venture are in compliance with security requirements, if applicable. Work shall be performed up to and including the Top Secret/SCI level. All contract employees must have or be eligible to receive SI/TK/G/HCS prior to or at the government site. All contractors placed at the Ft. Belvoir location must submit to and pass a CI poly prior to their authorization on government site; refusal to take or failure to pass a CI poly will result in the contractor's ineligibility to support the Army GEOINT Battalion.

7.2 Security of Classified Items Systems and Information: All contractors shall have access to highly classified information. All classified material shall be dealt with in the manner approved by the NGIC Security Office.

7.3 Physical Security: The contractor shall adhere to Department of Defense, NGIC, and NGA regulations regarding physical security. The contractor shall be responsible for safeguarding all government property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

8. GENERAL REQUIREMENTS:

8.1 Hours of Operation/Place of Performance: The contractor is responsible for conducting analysis of WAPS/FMV data between the hours of (0600 – 1700) Monday thru Friday except Federal holidays or when the Government facility is closed due to emergencies, administrative closings, or similar Government directed facility closings. The contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this performance work statement when the Government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the work force are essential.

8.2 The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the contractor concerning technical aspects of the contract; COR may review drawings, designs, and specifications submitted by the contractor; monitor contractor's performance and notifies both the Contracting Officer and contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of contractor personnel. A letter of designation issued to the COR, a copy of which shall be furnished to the contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the contract.

8.3 Identification of Contractor Employees: All contract 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 co-workers and members of the public that they are government officials. 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.

8.4 Display of Identification Badges: The government will provide each contractor employee with an identification badge. Contractor personnel shall wear the identification badge at all times when performing work under this contract at a government site, including while attending government meetings and conferences that may take place outside the government facility. Contractor employees shall wear the identification badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit such placement.

9. GOVERNMENT FURNISHED ITEMS AND SERVICES:

9.1 Equipment: The Government will provide exploitation systems with APIX, Pursuer, MAAS, RemoteView, SOCET GXP, Arc GIS, and Google Earth to provide support.

9.2 Materials: The Government will provide Army GEOINT Battalion WAPS/FMV Analytic Cell Standard Operating Procedures.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY FULL TEXT

52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

- (a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.
- (e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform

the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

(End of clause)

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 24-MAY-2012 TO 07-FEB-2013	N/A	CDR, NATIONAL GROUND INTELLIGENCE CENTER b6 7500 GEOINT DRIVE SPRINGFIELD VA 22150 b6 FOB: Destination	W911W5
0002	POP 24-MAY-2012 TO 07-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911W5
0003	POP 24-MAY-2012 TO 07-FEB-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911W5
1001	POP 08-FEB-2013 TO 07-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911W5
1002	POP 08-FEB-2013 TO 07-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911W5
1003	POP 08-FEB-2013 TO 07-FEB-2014	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911W5
2001	POP 08-FEB-2014 TO 07-FEB-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911W5
2002	POP 08-FEB-2014 TO 07-FEB-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911W5
2003	POP 08-FEB-2014 TO 07-FEB-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911W5
3001	POP 08-FEB-2015 TO 07-FEB-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911W5
3002	POP 08-FEB-2015 TO 07-FEB-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911W5
3003	POP 08-FEB-2015 TO 07-FEB-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911W5
4001	POP 08-FEB-2016 TO 07-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911W5

4002	POP 08-FEB-2016 TO 07-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911W5
4003	POP 08-FEB-2016 TO 07-FEB-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W911W5

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

(b) (4)

Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS
SPECIAL CONTRACT REQUIREMENTS**SECTION H - SPECIAL CONTRACT REQUIREMENTS****TABLE OF CONTENTS**

SECTION	TITLE
H.1	SPECIAL NOTICE – USE OF CONSULTANT CONTRACTORS
H.2	QUALITY CONTROL
H.3	SECURITY REQUIREMENTS
H.4	SECURITY REQUIREMENTS – SOFTWARE CERTIFICATION
H.5	TRAINING
H.6	DISSEMINATION OF INFORMATION
H.7	ORGANIZATIONAL CONFLICT OF INTEREST (OCI)
H.8	NON-DISCLOSURE AGREEMENTS
H.9	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
H.10	CONTRACTOR IDENTIFICATION
H.11	CONTRACTOR PERSONNEL SUPERVISION
H.12	KEY PERSONNEL
H.13	REPLACEMENT OF KEY PERSONNEL
H.14	AVAILABILITY OF CONTRACTOR PERSONNEL AND ACCESS TO FACILITIES
H.15	GOVERNMENT SHUTDOWN REQUIREMENTS FOR ESSENTIAL CONTRACTOR PERSONNEL
H.16	CONTINUITY OF OPERATIONS (COOP)
H.17	MANPOWER REPORTING REQUIREMENT/ACCOUNTING FOR CONTRACT SERVICES
H.18	ARMY ELECTRONIC INVOICING INSTRUCTIONS
H.19	CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM-CPARS
H.20	INSURANCE
H.21	TRAVEL
H.22	AUTHORIZED CHANGES
H.23	NON-PAYMENT FOR ADDITIONAL WORK

H.1 SPECIAL NOTICE – USE OF CONSULTANT CONTRACTORS

The Government intends to use contractor hired support for administration during the contract. Currently, Davis Paige Management Systems (DPMS), LLC provides this capability. Any changes to contractor hired administration will be documented through the Administrative Modification process. Proprietary information submitted in response to this solicitation will be protected from unauthorized disclosure as required by subsection 27 of the Office of Federal Procurement Policy Act as amended (41 United States Code (U.S.C.) 423) (hereinafter referred to as "the act") as implemented in the FAR. DPMS employees are contractually bound by organizational conflict of interest (OCI) and disclosure clauses with respect to proprietary information. Contractor personnel will be subject to the Procurement Integrity Act, 41 U.S.C. 423 and will take all necessary action to preclude unauthorized use or disclosure of a competing Contractor's proprietary data. Nondisclosure and OCI certificates for all Contractor support personnel are on file at the respective contracting activities.

H.2 QUALITY CONTROL

H.2.1 Quality Control Plan (QCP)

The Contractor shall be responsible to carry out its obligations under the contract as specified in FAR 46.105 and FAR 46.2. The Government-approved QCP shall be utilized by the Contractor throughout the performance of this contract. The Government reserves the right to have the contractor update or revise, as required, the QCP at no cost to the Government.

H.2.2 Quality Assurance Surveillance Plan (QASP)

The contractor is responsible for management and quality control actions to meet the terms of the contract. The QASP defines the process the Government uses to evaluate the contractor's execution of the PWS. The QASP explains what the Government will be monitoring, how the monitoring will take place, who will conduct the monitoring, and how monitoring efforts and results will be documented. Notwithstanding the source of the QASP, the Government reserves the right to review and revise the QASP to ensure it remains a valid, useful and enforceable document throughout the performance of the contract. The Government shall coordinate changes to the QASP with the contractor.

H.3 SECURITY REQUIREMENTS

The Contractor shall maintain and administer a security program in accordance with the National Industrial Security Program Manual (NISPOM), DOD 5220.22-M, all applicable Department of Defense (DOD) and Department of the Army (DA) security policies, procedures, and directives, including the DD Form 254, Director of Central Intelligence Directives (DCID). All Contractor personnel, including significant Sub contractors shall be in compliance with the NISPOM and provide proof of compliance with proposal submission or the Offeror will be deemed non-compliant with the security requirements of this solicitation.

H.3.1 All contractor personnel performing under this contract shall be U.S. Citizens, possess a current final TOP SECRET clearance based upon a Single Scope Background Investigation (SSBI) and shall be indoctrinated into Sensitive Compartmented Information (SCI). Some positions may require CI Polygraph. The contractor is responsible for obtaining all necessary security clearances for contractor personnel. The contractor shall maintain and administer a security program in accordance with the NISPOM, DOD 5220.22-M. Applicable security regulations are specified in the DD 254 and the SCI Addendum as shown in the Request for Proposal (RFP).

H.3.2 This contract requires access to and transmission of classified information. There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, or information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the

COR or the KO. Physical, personnel, information, and operational security measures are part of the security specifications for this contract as outlined in the DD Form 254, in accordance with emerging Intelligence Community Directives or Standards (ICD/ICS), DCIDs, NISPOM Supplement, and all other Government security regulations and directives. The Contractor shall be responsible for furnishing classification guidance to its employees for services to be performed. The Contractor shall comply with special instructions and controls for handling, processing, storing, and transmission of classified information in accordance with applicable Government regulations, manuals and directives. Additional SCI security requirements are delineated in the addendum to the DD Form 254.

H.3.3 The Contractor's Special Security Officer (CSSO)/Facility Security Officer (FSO) shall have oversight responsibility for all security activities and requirements associated with this contract. The CSSO/FSO shall ensure all contractor personnel employed on this contract are U.S. citizens and have a current final TS clearance based upon a current SSBI and have been indoctrinated into SCI by appropriate central adjudication facility (CAF). The contractor shall also be responsible for ensuring the availability of eligible personnel for positions/functions requiring polygraphs for access to certain Government SCI facilities and/or networks.

H.3.4 Personnel Security Clearances - An integral part of the manning requirements includes the requirement for a security clearance. Strict adherence to the policies and procedures governing security clearances is required. The Contractor must be prudent in the screening and selection of personnel who will be subjected to a personnel security investigation.

H.3.5 Polygraphs. Polygraphs may be required for select Contractor personnel. Individuals identified by the Contractor as candidates for these positions will be scheduled by the Government for a counterintelligence polygraph (CIPG) to be conducted by Government Polygraph Program personnel. Application of the CIPG must receive prior approval by the Contract Monitor and the COR. Contractor support personnel shall be subject to Counter Intelligence screening/re-screening at any stage of employment and at any time with and without notice and may be selected for polygraph screening or re-screening at the discretion of the Government.

H.3.6 In accordance with DoD Manual 5105.21-M-1, the Cognizant Security Authority (CSA) for all Army Contractor access to SCI is the U.S. Army Contractor Support Element (CSE).

H.3.7 The Contractor shall be responsible for processing all necessary identification of Contractor personnel. All such personnel are entitled to a Common Access Card for computer access. See AR 600-8-14 (Dec 02). The Contractor will ensure all badges and cards are returned to the Government at the end of the performances under the contract.

H.3.8 Military security requirements in the performance of this contract shall be maintained in accordance with the DD Form 254 listed in Section J. This contract document is UNCLASSIFIED.

H.3.9 Antiterrorism Considerations - In accordance with DoD Instruction 2000.16, DoD Antiterrorism Standards and AR 525.13, the Contractor is hereby advised it shall comply with the policies and procedures of the U.S. Antiterrorism Officer (ATO) at each installation where work is being performed. DoD Instruction 2000.16 is available at the Washington Headquarters Services website at <http://www.dtic.mil/whs/directives/>. Information with regard to the INSCOM procedures and policies will be provided at a later date. A modification to the contract will be the instrument of notification for this action. The Contractor may submit a request for an equitable adjustment for any directly incurred costs for compliance with these policies and procedures, following the modification incorporating the policy and procedures guidance. Equitable adjustment requests shall be in compliance with DFARS 252.243-7002.

H.3.10 The contractor shall provide their DSS FL 381-R letter received from the Defense Security Service (DSS) that grants their Top Secret facility clearance at proposal and notify the Government throughout the term of the contract if there is any change thereto.

H.3.11 Operation Security (OPSEC) training is covered in H.5.1 below. In addition the following applies:

H.3.11.1 The Contractor shall not release sensitive information to the general public without prior written approval from the Contracting Officer. All contractor requests to release sensitive information shall be in writing and clearly explain the necessity for release of the information and consequences if approval is not granted.

H.3.11.2 All material produced by the contractor which will be released to the general public will be subject to OPSEC and Security reviews from INSCOM OPSEC Officer, Security Officer and INSCOM Public Affairs Office prior to release.

H.3.11.3 These same requirements will flow down to all subcontractors working on or provided any sensitive information related to the contract.

H.3.11.4 The Contractor shall destroy all sensitive program material at the completion of the contract so as to ensure the information cannot be accessed or utilized for any purpose. The Contractor will also notify the Contracting Officer in writing of its destruction.

H.4 SECURITY REQUIREMENTS – SOFTWARE CERTIFICATION

H.4.1 The Contractor shall ensure the return of any Government Furnished Software and verify it is free from malware.

H.4.2 The Contractor shall immediately inform the KO when there is reasonable suspicion software provided or returned to be provided or returned, or associated with the production may cause the harm to Government systems.

H.4.3 The Contractor shall exercise reasonable care, to include the procedures listed below, in the course of contract performance:

H.4.3.1 Using on a regular basis current versions of commercially available anti-virus software to guard against computer viruses when introducing maintenance, diagnostic, or other software into computers; and

H.4.3.2 Prohibiting the use of non-contract related software on computers, especially from unknown or unreliable sources.

H.5 TRAINING

The contractor is required to ensure that all employees comply with the Mandatory Intelligence Training requirements for contractor personnel in accordance with Army Regulation (AR) 381-10. The contractor must provide appropriate documentation acceptable to the COR and/or ACOR that the required training has occurred for each employee. The training specified below is mandatory for all personnel in the Intelligence environment.

H.5.1 Operations Security (OPSEC) AR 530-1 Operations Security (OPSEC), 19 April 2007. All contractor personnel shall receive OPSEC level I training at least annually.

H.5.2 Threat Awareness and Reporting Program (TARP); AR 381-12, 4 October 2010, Applicability. This regulation applies to active Army, Army National Guard, and U.S. Army Reserve personnel; Department of the Army civilian employees and Contractors of the Department of the Army; local national employees and DOD Contractors employed by Army agencies in overseas areas, as governed by Status of Forces Agreements and applicable treaties between the United States and the host countries. All DA personnel and Contractors will receive TARP training at least annually.

H.5.3 Computer Security: AR 25-2, 4 October 2007 (RAR 001, 03/23/2009), Information Assurance.

H.5.3.1 A well-protected DOD/Army network enables organizations to easily handle the increasing dependence on the Internet. For a DOD/Army organization to be successful, it needs to integrate information which is secure from all aspects of the organization. The purpose of this policy is to outline the acceptable use of computer equipment within a DOD/Army organization. These rules are in place to protect the employee and the organization. Inappropriate use exposes DOD/Army units to risks including attacks, compromise of network systems and services, and legal issues. This policy applies to all employees, Contractors, consultants, temporary employees, and other workers assigned to the DOD/Army organizations.

H.5.3.2 Annual security, awareness, education and training programs are to be developed and conducted which address, at a minimum, physical security, acceptable use policies, malicious content and logic, and non-standard threats such as social engineering. See AR 380-5 and DoD 5105.21-M-1 for specific requirements.

H.5.4 Intelligence Oversight: AR 381-10, 3 May 2007, U.S. Army Intelligence Activities; DoD Regulation 5240.1-R; and Executive Order 12333.

H.5.4.3 Executive Order 12333, "United States Intelligence Activities," was intended to provide the intelligence community with clear guidance on their roles and missions and facilitate their activities, while protecting the rights of the American people. DoD Regulation 5240.1-R implements E.O. 12333 and governs the activities of DoD intelligence components. The Army implements E.O. 12333 and DoD 5240.1-R through AR 381-10, US Army Intelligence Activities. AR 381-10 applies to Army military, civilian, and Contractor personnel.

H.5.5 Classified Markings Training: Executive Order 13526, 29 May 2009.

H.5.5.1 Executive Order 13526, "Classified National Security System" outlines the standards and training requirements for those persons who classify and handle classified information. The purpose of this Executive Order is to implement a standard for classifying information, ensuring the safeguarding of classified information, and to avoid over classification.

H.5.6 Any additional mandatory training that may be required during contract performance for the INSCOM work force to include contractors, when applicable, will also be required to be completed as part of the training requirement.

H.6 DISSEMINATION OF INFORMATION

H.6.1 Performance under this contract may require the Contractor to access data and information proprietary to a Government agency, another Government Contractor or of such nature causing its dissemination or use other than as specified in the work statement to be adverse to the interests of the Government or others. Neither the Contractor, nor Contractor personnel, shall divulge nor release data or information developed or obtained under performance of this contract, except to authorize Government personnel or upon written approval of the KO. The Contractor shall not use, disclose, or reproduce proprietary data which bears a restrictive legend, other than as specified in this contract or any information at all regarding this agency.

H.6.2 Disclosure of information regarding operations and services of the activity to persons not entitled to receive it and failure to safeguard any classified information which may come to the Contractor (or any persons under the Contractor's control) in connection with work under this contract, may subject the Contractor, Contractor's agent, or employees to criminal liability under Title 18, sections 793 and 798 of the United States Code. Neither the Contractor nor the Contractor's employees shall disclose or cause to be disseminated, any information concerning the operations of the activity, which could result in, or increase the likelihood of, the possibility of a breach of the activity's security or interrupt the continuity of its operations.

H.6.3 There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval of the KO. The Contractor shall direct to the KO all inquiries, comments, or complaints arising from matters observed, experienced, or learned as a result of, or in connection with the performance of this contract, the resolution of which may require the dissemination of official information.

H.7 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

H.7.1 Performance under this contract may create potential organizational conflicts of interest such as are contemplated by FAR Part 9.505. The Contractor shall 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. This provision shall apply to the prime Contractor and all subcontractors. This provision shall have effect throughout the period of performance of this contract, any extensions thereto by change order or supplemental agreement, and for two (2) years thereafter. 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 an OCI has occurred.

H.7.2 The work performed under this contract may create a significant potential for certain conflicts of interest, as set forth in FAR Parts 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.

H.7.2.1 Whenever performance of this contract provides 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 KO within fifteen (15) calendar days of execution.

H.7.3 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 information subject to the limitations described in this clause, a written agreement, which, in substance, shall provide such employee will not, during its employment by the Contractor, or thereafter, improperly disclose such data or information.

H.7.4 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.

H.7.5 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.

H.7.6 The Contractor shall include the same provisions as are expressed in this clause, including this paragraph, in all subcontracts awarded for performance of any portion of this requirement. This restriction is applicable throughout the period of performance of the subcontract, and any extensions thereof by change order or supplemental agreement, and for two (2) years thereafter. When the provisions of this clause are included in a subcontract, the term "contracting officer" shall represent the head of the Contracts Office of the prime contract. Any deviations or less restrictive coverage deemed necessary or required by the prime Contractor for a particular

subcontract must first be submitted to the Government KO for approval. Subcontractors, on a case-by-case basis, may make a request, through the prime Contractor, for a revision to OCI Clause restrictions outlined above.

H.8 NON-DISCLOSURE AGREEMENTS

Prior to commencement of work, Contractor personnel will be required to sign the Non-Disclosure Agreement (NDA) provided in Section J. The successful Contractor shall provide a list of executed NDAs with a self certification within 15 days of award and annually thereafter to the COR.

H.9 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

H.9.1 Contractors must disclose in writing to the DoD Inspector General Office and the KO, information set forth in the clause at FAR part 52.203-13, Contractor Code of Business Ethics and Conduct, when, in connection with the award, performance, or closeout of this contract or any subcontract hereunder, the Contractor has credible evidence a principal, employee, agent, or subcontractor of the Contractor has committed-

- (1) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or
- (2) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

H.9.2 The Contractor must send such information to the Inspector General for the DoD at the following address:

Office of the Inspector General
Department of Defense
Investigative Policy and Oversight
Contractor Disclosure Program
400 Army Navy Drive Suite 1037
Arlington, VA 22202-4704
Toll free number: 866-429-8011

H.10 CONTRACTOR IDENTIFICATION

In accordance with Homeland Security Presidential Directive No. 12 (HSPD-12), when Contractor personnel perform the services required in this contract on a Government installation, they are required to possess and wear an identification badge which displays his or her name and his or her "Contractor" status. The Contractor shall ensure Contractor personnel identify themselves as Contractors when attending meetings, answering Government telephones, providing any type of written correspondence, or working in situations where their actions could be construed as official Government acts. All documents or reports produced by Contractors are to be suitably marked as Contractor-produced products or Contractor participation is appropriately disclosed.

While performing in a Contractor capacity, Contractor personnel are prohibited from using their retired or reserve component military rank or title in all written and verbal communications.

H.11 CONTRACTOR PERSONNEL SUPERVISION

The Contractor's personnel shall at all times be considered and recognized as employees of the Contractor and under the Contractor's control. In order to ensure the services defined are satisfactorily performed, the KO or the COR shall issue directions and requirements within the scope of the contract concerning the work to the designated team lead of the Contractor who shall, in turn, ensure the requested services are performed in a manner consistent with the terms of the contract.

H.12 KEY PERSONNEL

Key personnel are those persons, whether employed by the Offeror or by one of the Offeror's prospective subcontractors, who will occupy any of the critical key personnel positions. The Contractor shall identify and provide resumes of all proposed key personnel.

H.13 REPLACEMENT OF KEY PERSONNEL

H.13.1 The Contractor shall notify the KO in writing prior to making any change in key personnel, as presented in their proposal submission.

H.13.2 Prior to directing any of the specified key personnel to other programs, the Contractor shall submit justification to substitute key personnel at least 30 calendar days prior to the substitution. Justification shall be in sufficient detail, to include the replacement's resume, to permit evaluation of the impact of the proposed change on the program and its schedule. No substitution shall be made by the Contractor without the written consent of the KO in advance, of any anticipated change. The Contractor shall demonstrate, to the satisfaction of the KO the qualifications of the prospective personnel are equal to or better than the qualifications of the personnel being replaced.

H.13.3 In the event the Contractor's personnel performance is unsatisfactory to the Government, the KO reserves the right to request and receive satisfactory replacement.

H.14 AVAILABILITY OF CONTRACTOR PERSONNEL AND ACCESS TO FACILITIES

During the progress of work called for herein, the Contractor shall, upon request of the KO or designated COR, make available personnel engaged in the performance of the work for conferences with the KO or duly authorized representative or other intelligence community offices/organizations. In the event Government personnel visit the Contractor's facility for the purpose of the conferences or study of work in progress, the Contractor shall make available to the Government representative adequate meeting space, as necessary at no additional cost to the Government.

H.15 GOVERNMENT SHUTDOWN REQUIREMENTS FOR ESSENTIAL CONTRACTOR PERSONNEL**H.15.1 Federal Holidays**

Federal Law (5 U.S.C. 6103) establishes the following public holidays for Federal employees:

New Year's Day
Birthday of Martin Luther King, Jr.
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

When a holiday falls on a non-workday – Saturday or Sunday – the holiday usually is observed on Monday (if the holiday falls on Sunday) or Friday (if the holiday falls on Saturday).

Unless otherwise specified in the contract, the Contractor is to observe the Federal Holidays as set forth above.

(The following is applicable to cost-type orders only)

H.15.2 Government Closure - In the event the US Government Office of Personnel Management (OPM) officially announces closure of the Federal Government, and federal employees (other than emergency essential personnel) are not required to report to work, the Contractor shall follow this guidance:

H.15.2.1 Personnel who, in accordance with the terms of the contract, perform their contractual duties on a Government installation or in a Government facility but have not been designated emergency essential personnel or are not fulfilling 24/7 requirements shall not report for duty under this contract and the Contractor shall not invoice for those hours under cost reimbursable TOs.

H.15.2.2 Personnel who have been designated in writing by the COR or verbally notified by the KO (written confirmation will be provided within five (5) business days after designation as Emergency Essential) as emergency essential shall report to work.

H.15.2.3 Personnel fulfilling 24/7 contract requirements (if any) who are not emergency essential but who are already at work may remain at work if approved by the COR.

H.15.3 Installation, Post or Facility Closure - The installation, post or facility commander may, at their discretion, close the post, installation or facility even if the Government is otherwise open. In this case, (i.e., if the Government is open but the post, installation, or facility is closed), Contractor personnel will not be able to report regardless of status. The Contractor shall not invoice for these hours under cost reimbursable contract. Unless the cognizant Government authority directs personnel to leave the installation, Contractor personnel on site at the time of the closure may stay to complete their shifts at the discretion of the Contractor taking into account safety and other issues. Contractors may bill for hours worked.

H.15.4 Announcements - The Contractor is responsible for monitoring announcements and informing employees of Federal Government or installation closures.

H.15.5 Alternate Duty Sites - In the case of Government-wide or installation, post or facility closure, the Contractor personnel whose place of duty is the installation or facility are not authorized to perform at an alternate duty site unless the KO approves the type of work and the alternate location in writing in advance. (Exception H.16 Continuity of Operations (COOP))

H.16 CONTINUITY OF OPERATIONS (COOP)

Should a COOP - level event occur, the Contractor shall be required to follow evacuation and relocation procedures and instructions to the approved COOP location. In addition to maintaining their own COOP plan, the contractor shall obtain instructions from the appropriate security or facility commander at each performance location for the applicable evacuation and relocation procedures.

H.17 MANPOWER REPORTING REQUIREMENT/ACCOUNTING FOR CONTRACT SERVICES

"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 sub-contractor manpower) required for performance of this contract. The Contractor is required to completely fill in all the information in the format using the following web address: <https://cmra.army.mil/> The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, email 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 or contingency contract language; and

(13) Number of Contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the Contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each Government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct [Extensible Markup Language] 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."

H.18 ARMY ELECTRONIC INVOICING INSTRUCTIONS

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

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

DFAS POC and Phone: (To be provided at award) _____

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

WAWF Instructions (To be completed at award)

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) [Contracting Office fill in DFAS location here as indicated on your purchase order/contract] at [Contracting Office fill in DFAS vendor pay phone number here] or faxed to [Contracting Office fill in DFAS vendor pay fax phone number here]. Please have your purchase order/contract number ready when calling about payments.

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

The following codes and information will be required to assure successful flow of WAWF documents. [Check the appropriate block]

TYPE OF

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

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

Summary Cost Voucher (Government Only)

CAGE CODE:	58ZQ9
ADMIN BY DODAAC:	W911W5
INSPECT BY DODAAC:	W911W5
ACCEPT BY DODAAC:	W911W5
SHIP TO DODAAC:	W911W5
PAYMENT OFFICE FISCAL STATION CODE:	HQ0302

EMAIL POINTS OF CONTACT LISTING:

INSPECTOR:

ACCEPTOR:

RECEIVING OFFICE POC:

CONTRACT ADMINISTRATOR:

CONTRACTING OFFICER:

b6

H.19 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM – CPARS

H.19.1 The COR will use the Contractor Performance Assessment Reporting System (CPARS) web-enabled application or appropriate replacement system to collect and manage a library of automated contractor performance evaluations. The COR will be responsible for the automated contractor performance evaluations to be completed in accordance with FAR Part 42. FAR Part 42 identifies requirements for documenting contractor performance for systems and non-systems acquisitions. The CPARS applications are designed for UNCLASSIFIED use only. Classified information is not to be entered into these systems. In general, contractor performance assessments or evaluations provide a record, both positive and negative, for a given contract during a specified period of time. When evaluating contractor performance each assessment or evaluation is based on objective facts and is supported by program and contract management data, such as cost performance reports, customer comments, quality reviews, technical interchange meetings, financial solvency assessments, production management reviews, contractor operations reviews, functional performance evaluations, and earned contract incentives.

H.19.2 In accordance with FAR Part 42.15, and as otherwise provided by this contract, the contractor's performance under this contract shall be subject to evaluation as follows:

H.19.2.1 Final evaluation shall be conducted for all task orders after completion of contract performance; and

H.19.2.2 Interim evaluations may be conducted at the Government's discretion.

H.19.3 Past performance evaluation reports shall be retained by the Government to provide source selection information for a period not to exceed three years after contract completion. In accordance with FAR 9.105-1(c), the KO shall also consider relevant past performance information when making responsibility determinations.

H.19.4 The KO shall provide appropriate extracted information from the completed interim (if applicable) and final reports to the contractor as soon as practicable after completion of the report. The contractor shall have a maximum of 30 calendar days after the date of the letter forwarding the information to submit written comments, rebutting statements, or additional information. The Government will consider rebuttals and other information provided by the

contractor and will render a final determination regarding the contractor's performance during that period of the evaluation.

H.20 INSURANCE

FAR clause 52.228-7, Insurance--Liability to Third Persons, the Contractor shall certify to the KO, prior to commencing work, it has and will maintain the types of insurance for minimum amount of coverage listed below:

	TYPE OF INSURANCE	MINIMUM AMOUNT
(i)	Workmen's Compensation and all occupational disease	As required by State Law
(ii)	Defense Base Act	As required by Federal Law
(iii)	Employer's Liability including all occupational disease when not so covered in Workmen's Compensation above	\$100,000 per accident
(iv)	General Liability (Comprehensive) Bodily Injury per Occurrence	\$500,000
(v)	Automobile Liability (Comprehensive):	
	Bodily Injury per person	\$200,000
	Bodily Injury per occurrence	\$500,000
	Property Damage per accident	\$20,000

H.21 TRAVEL

H.21.1 The COR or Contracting Officer will be the approval authority for all contractor travel requests, submitted in writing and in advance of all travel. Transportation, per diem, air fare, auto rental, out of pocket expenses, and other allowable expenses shall be reimbursed in accordance with FAR part 31.205-46. The Government will not reimburse travel expense or travel time to and from the contractor's assigned locations. The Government will reimburse all reasonable travel-related expense and Government-directed travel as an "other direct cost" (ODC) on a cost-reimbursable basis up to a not-to-exceed amount to be determined.

H.21.2 Local Travel

Local travel is considered travel within a 50-mile radius from the home station to perform official duties such as attending meetings, conferences, etc., and will be paid only from the duty location to the destination and return. Local travel as tasked by the Government (meetings at other Government activities or contractor facilities, for example) will be reimbursable at the applicable Federal Travel Regulation (FTR) rate for Privately Owned Vehicles (POV). Reimbursement will not be provided for POV travel between the contractor's corporate and/or regional offices and the National Ground Intelligence Center in Charlottesville, Va or the Army GEOINT Battalion location in Springfield, VA.

H.21.3 Travel to Restricted/Denied Areas.

By virtue of access to Special Intelligence (SI) material and information, contractor employees may have restrictions placed upon them for foreign travel in areas of unrest if traveling for other than contract support purposes. The contractor shall be responsible for exercising adequate supervision to ensure the employees who have such access are fully aware of the possible restrictions. The contractor shall ensure that these employees comply with NISPOM and DOD 5220.22-M requirements for notification and obtaining authorization prior to travel to areas listed by the State Department or other U.S. Government Agencies as "denied or restricted" travel areas. The sponsoring agency will ensure that supplemental direction or guidance is provided to the contractor as appropriate or as required.

H.22 Authorized Changes.

H.22.1 No order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the —Changes clause of this contract.

H.22.2 The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the KO, or is pursuant to specific authority otherwise included as a part of this contract.

H.22.3 The KO is the only person authorized to approve changes in any of the requirements of this contract, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the KO's. In the event the contractor effects any change at the direction of any person other than the KO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

H.23 Non-Payment for Additional Work.

Any additional services or a change to the work specified which may be performed by the Contractor, either at his/her own volition or at the request of an individual other than a duly appointed KO except as may be explicitly authorized in the contract, is not authorized and will not be paid for by the Government. Only a duly appointed KO is authorized to change the specifications, terms and conditions of this contract.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
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	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	Central Contractor Registration	APR 2008
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2010
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JAN 2011
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
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 Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2011
52.216-8	Fixed Fee	JUN 2011
52.219-8	Utilization of Small Business Concerns	JAN 2011
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	JAN 2009
52.223-6	Drug-Free Workplace	MAY 2001
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011

52.225-1	Buy American Act--Supplies	FEB 2009
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification.	SEP 2010
52.227-14	Rights in Data--General	DEC 2007
52.232-20	Limitation Of Cost	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
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
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
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
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	AUG 2010
52.245-9	Use And Charges	AUG 2010
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7008	Export-Controlled Items	APR 2010
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
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	SEP 2011
252.227-7015	Technical Data--Commercial Items	SEP 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAR 2011
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
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2011
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7002	Reporting Loss of Government Property	FEB 2011
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(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 account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 Months.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed the funds obligated under this contract, through a bi-lateral modification or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated

overtime for contract completion and shall--

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(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):

<http://farsite.hill.af.mil/farsite.html>

(End of clause)