

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-A1	PAGE OF PAGES 1 88	
2. CONTRACT (Proc. Inst. Ident.) NO. H92222-09-D-0015		3. EFFECTIVE DATE 28 Apr 2009		4. REQUISITION/PURCHASE REQUEST /PROJECT NO.		
5. ISSUED BY HQ USSOCOM SOAL-K ATTN: DIANNE OHLANDT 7701 TAMPA POINT BLVD MACDILL AFB FL 33521		CODE H92222	6. ADMINISTERED BY (If other than Item 5) DCMA BOEING ST LOUIS PO BOX 516 M C 3061335 ST LOUIS MO 63168-0516		CODE S2606A	SCD: C
7. NAME AND ADDRESS OF CONTRACTOR (No. street, city, county, state and zip code) MCDONNELL DOUGLAS CORPORATION (b)(6) 6200 JS MCDONNELL BLVD SAINT LOUIS MO 63134-0000			8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days	
10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:			ITEM Block 6			
CODE 28980		FACILITY CODE				
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS P O BOX 182381 COLUMBUS OH 43218-2381		CODE H00329	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE						
15G. TOTAL AMOUNT OF CONTRACT					\$105,034,203.00 EST	
16. TABLE OF CONTENTS						
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE						
17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)			18. <input checked="" type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number H92222-09-R-0011-0004 REF(b)(4) 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 OF CONTRACTING OFFICER DIANNE OHLANDT / CONTRACTING OFFICER TEL: 813-826-1065 EMAIL: dianne.ohlant@uoccom.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA (b)(6)		20C. DATE SIGNED 28-Apr-2009	
BY _____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT																	
0001	<p>Predeployment - Contractor Owned FFP ***THE MAX QTY & MAX LINE ITEM COST ARE ESTIMATES ONLY & ARE NOT A GUARANTEE OF AWARD VALUE.*** Predeployment efforts to establish an Unmanned Aircraft System (UAS) Intelligence Gathering, Target Surveillance and Reconnaissance (ISR) location using Contractor-Owned Systems and Equipment in accordance with the Performance Work Statement in individual Task Orders and the Basic Contract on an "as ordered" basis. This includes all activities, personnel, and equipment necessary for a single UAS ISR deployment to begin operations, but specifically excludes travel and shipping costs which will be covered under CLINs 0007 and 0008. PERIOD OF PERFORMANCE: From Date of Order to three (3) months after date of order. STEP-LADDER PRICING (FFP PER DEPLOYMENT) IS AS FOLLOWS:</p> <table border="1"> <thead> <tr> <th data-bbox="256 869 480 896">FROM QUANTITY</th> <th data-bbox="516 869 699 896">TO QUANTITY</th> <th data-bbox="829 869 979 896">UNIT PRICE</th> </tr> </thead> <tbody> <tr> <td data-bbox="321 900 367 928">300</td> <td data-bbox="508 900 553 928">309</td> <td data-bbox="721 900 873 1129" rowspan="7">(b)(4)</td> </tr> <tr> <td data-bbox="321 932 367 959">310</td> <td data-bbox="508 932 553 959">400</td> </tr> <tr> <td data-bbox="321 963 367 991">401</td> <td data-bbox="508 963 553 991">500</td> </tr> <tr> <td data-bbox="321 995 367 1022">501</td> <td data-bbox="524 995 570 1022">600</td> </tr> <tr> <td data-bbox="321 1026 367 1054">601</td> <td data-bbox="508 1026 553 1054">700</td> </tr> <tr> <td data-bbox="321 1058 367 1085">701</td> <td data-bbox="508 1058 553 1085">800</td> </tr> <tr> <td data-bbox="321 1089 367 1117">801</td> <td data-bbox="508 1089 553 1117">900</td> </tr> </tbody> </table>	FROM QUANTITY	TO QUANTITY	UNIT PRICE	300	309	(b)(4)	310	400	401	500	501	600	601	700	701	800	801	900	Lot	(b)(4)	(b)(4)
FROM QUANTITY	TO QUANTITY	UNIT PRICE																				
300	309	(b)(4)																				
310	400																					
401	500																					
501	600																					
601	700																					
701	800																					
801	900																					
FOB: Destination				MAX NET AMT	(b)(4)																	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		(b)(4)	Hours	(b)(4)	(b)(4)

UAS ISR Services - Contractor Owned
FFP

THE MAX QTY & MAX LINE ITEM COST ARE ESTIMATES ONLY & ARE NOT A GUARANTEE OF AWARD VALUE.

Provide personnel, equipment, material supplies and services for ISR supporting Special Operations Forces using Contractor Owned Unmanned Aircraft System in accordance with the Performance Work Statement in individual Task Orders and the Basic Contract on an "as ordered" basis. Travel and shipping costs associated with services provided under this CLIN are covered under CLINs 0007 and 0008.

PERIOD OF PERFORMANCE: As specified in Individual Orders.

STEP-LADDER PRICING (FFP PER DEPLOYMENT/PER MONTH) IS AS FOLLOWS:

FROM QUANTITY	TO QUANTITY	UNIT PRICE
300	309	(b)(4)
310	400	(b)(4)
401	500	(b)(4)
501	600	(b)(4)
601	700	(b)(4)
701	800	(b)(4)
801	900	(b)(4)

FOB: Destination

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Post Deployment Costs - Contractor Owned FFP	(b)(4)	Lot	(b)(4)	(b)(4)
<p>***THE MAX QTY & MAX LINE ITEM COST ARE ESTIMATES ONLY & ARE NOT A GUARANTEE OF AWARD VALUE.***</p> <p>All efforts required to disassemble Contractor Owned Unmanned Aircraft System within 30 days of end of deployment in accordance with the Performance Work Statement in individual Task Orders and the Basic Contract on an "as ordered" basis. Travel and shipping costs associated with services provided under this CLIN are covered under CLINs 0007 and 0008. PERIOD OF PERFORMANCE: As specified in Individual Orders.</p> <p>FOB: Destination</p>					
				MAX NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Contract Data Requirements FFP	(b)(4)	Lot		NSP
<p>Data in support of CLINs 0001-0003 in accordance with Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423, and as specified in individual task orders. This CLIN is not separately priced, but included in the associated services CLIN as ordered. PERIOD OF PERFORMANCE: In accordance with CDRLs (DD Forms 1423).</p> <p>FOB: Destination</p>					
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Payload Integration CPFF	UNDEFINED	Lot	UNDEFINED	\$0.00
Evaluate, integrate and approve Government provided modular payloads for flight use in accordance with the Performance Work Statement in individual Task Orders and the Basic Contract on an "as ordered" basis using the labor categories and cost-plus-fixed-fee labor rates set forth in the B-Table (Section J, Attachment 1). This CLIN is for labor only. PERIOD OF PERFORMANCE: As specified in Individual Orders.					
FOB: Destination					
				MAX COST	UNDEFINED
				FIXED FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	CLIN 0005 Data Requirements FFP	(b)(4)	Lot		NSP
Data in support of CLINs 0005 in accordance with Exhibit B, Contract Data Requirements List (CDRL), DD Form 1423, and as specified in individual task orders. This CLIN is not separately priced but included in the CLIN 0005 estimated cost-plus-fixed-fee, as ordered. PERIOD OF PERFORMANCE: In accordance with CDRLs (DD Forms 1423).					
FOB: Destination					
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007	Travel	UNDEFINED	Lot	UNDEFINED	\$0.00
	COST				
	Travel in Support of CLINs 0001-0006 as specified in individual task orders and the basic contract on an "as ordered" basis. Travel shall be on a cost reimbursable basis only, no fee. Travel must be in direct support of task order efforts and must be approved prior to travel by the Contracting Officer's Representative (COR).				
	FOB: Destination				
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	Shipping	UNDEFINED	Lot	UNDEFINED	\$0.00
	COST				
	All efforts required to ship equipment to a Government designated CONUS location and return as specified in individual task orders and the basic contract on an "as ordered" basis. Shipping shall be on a cost reimbursable basis only, no fee. Shipping must be in direct support of task order efforts and must be approved prior to shipment by the Contracting Officer's Representative (COR).				
	FOB: Destination				
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	Predeployment - Option Year One FFP		Lot	\$0.00	\$0.00 EST

THE MAX QTY & MAX LINE ITEM COST ARE ESTIMATES ONLY & ARE NOT A GUARANTEE OF AWARD VALUE.

Predeployment efforts to establish an Unmanned Aircraft System (UAS) Intelligence Gathering, Target Surveillance and Reconnaissance (ISR) location using Contractor-Owned Systems and Equipment in accordance with the Performance Work Statement in individual Task Orders and the Basic Contract on an "as ordered" basis. This includes all activities, personnel, and equipment necessary for a single UAS ISR deployment to begin operations, but specifically excludes travel and shipping costs which will be covered under CLINs 1007 and 1008. PERIOD OF PERFORMANCE: From Date of Order to three (3) months after date of order. Option Year One.

STEP-LADDER PRICING (FFP PER DEPLOYMENT) IS AS FOLLOWS:

FROM QUANTITY	TO QUANTITY	UNIT PRICE
300	309	(b)(4)
310	400	(b)(4)
401	500	(b)(4)
501	600	(b)(4)
601	700	(b)(4)
701	800	(b)(4)
801	900	(b)(4)

FOB: Destination

MAX
NET AMT

\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002 OPTION	UAS ISR Services - Option Year One FFP	(b)(4)	Hours	(b)(4)	(b)(4)

THE MAX QTY & MAX LINE ITEM COST ARE ESTIMATES ONLY & ARE NOT A GUARANTEE OF AWARD VALUE.

Provide personnel, equipment, material supplies and services for ISR supporting Special Operations Forces using Contractor Owned Unmanned Aircraft System in accordance with the Performance Work Statement in individual Task Orders and the Basic Contract on an "as ordered" basis. Travel and shipping costs associated with services provided under this CLIN are covered under CLINs 1007 and 1008. PERIOD OF PERFORMANCE: As specified in Individual Orders. Option Year One.

STEP-LADDER PRICING (FFP PER DEPLOYMENT/PER MONTH) IS AS FOLLOWS:

FROM QUANTITY	TO QUANTITY	UNIT PRICE
300	309	(b)(4)
310	400	(b)(4)
401	500	(b)(4)
501	600	(b)(4)
601	700	(b)(4)
701	800	(b)(4)
801	900	(b)(4)

FOB: Destination

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003 OPTION	Post Deployment Costs - Option Year One FFP	(b)(4)	Lot	(b)(4)	(b)(4)
<p>***THE MAX QTY & MAX LINE ITEM COST ARE ESTIMATES ONLY & ARE NOT A GUARANTEE OF AWARD VALUE.***</p> <p>All efforts required to disassemble Contractor Owned Unmanned Aircraft System within 30 days of end of deployment in accordance with the Performance Work Statement in individual Task Orders and the Basic Contract on an "as ordered" basis. Travel and shipping costs associated with services provided under this CLIN are covered under CLINs 1007 and 1008. PERIOD OF PERFORMANCE: As specified in Individual Orders. Option Year One. FOB: Destination</p>					

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004 OPTION	Contract Data Rqmts - Option Year One FFP	(b)(4)	Lot		NSP
<p>Data in support of CLINs 1001-1003 in accordance with Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423, and as specified in individual task orders. This CLIN is not separately priced, but included in the associated services CLIN as ordered. PERIOD OF PERFORMANCE: In accordance with CDRLs (DD Forms 1423). Option Year One. FOB: Origin</p>					

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005 OPTION	Payload Integration - Option Year One CPFF	UNDEFINED	Lot	UNDEFINED	\$0.00
	Evaluate, integrate and approve Government provided modular payloads for flight use in accordance with the Performance Work Statement in individual Task Orders and the Basic Contract on an "as ordered" basis using the labor categories and cost-plus-fixed-fee labor rates set forth in the B-Table (Section J, Attachment 1). This CLIN is for labor only. PERIOD OF PERFORMANCE: As specified in Individual Orders. Option Year One. FOB: Destination				
				MAX COST	UNDEFINED
				FIXED FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006 OPTION	CLIN 1005 Data Rqmts - Option Year One FFP	(b)(4)	Lot		NSP
	Data in support of CLINs 1005 in accordance with Exhibit B, Contract Data Requirements List (CDRL), DD Form 1423, and as specified in individual task orders. This CLIN is not separately priced but included in the CLIN 1005 estimated cost-plus-fixed-fee, as ordered. PERIOD OF PERFORMANCE: In accordance with CDRLs (DD Forms 1423). Option Year One. FOB: Origin				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1007 OPTION	Travel - Option Year One COST	UNDEFINED	Lot	UNDEFINED	\$0.00
	Travel in Support of CLINs 1001-1006 as specified in individual task orders and the basic contract on an "as ordered" basis. Travel shall be on a cost reimbursable basis only, no fee. Travel must be in direct support of task order efforts and must be approved prior to travel by the Contracting Officer's Representative (COR). Option Year One. FOB: Destination				
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1008 OPTION	Shipping - Option Year One COST	UNDEFINED	Lot	UNDEFINED	\$0.00
	All efforts required to ship equipment to a Government designated CONUS location and return as specified in individual task orders and the basic contract on an "as ordered" basis. Shipping shall be on a cost reimbursable basis only, no fee. Shipping must be in direct support of task order efforts and must be approved prior to shipment by the Contracting Officer's Representative (COR). Option Year One. FOB: Destination				
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	Predeployment - Option Year Two FFP		Lot	\$0.00	\$0.00 EST

THE MAX QTY & MAX LINE ITEM COST ARE ESTIMATES ONLY & ARE NOT A GUARANTEE OF AWARD VALUE.

Predeployment efforts to establish an Unmanned Aircraft System (UAS) Intelligence Gathering, Target Surveillance and Reconnaissance (ISR) location using Contractor-Owned Systems and Equipment in accordance with the Performance Work Statement in individual Task Orders and the Basic Contract on an "as ordered" basis. This includes all activities, personnel, and equipment necessary for a single UAS ISR deployment to begin operations, but specifically excludes travel and shipping costs which will be covered under CLINs 2007 and 2008. PERIOD OF PERFORMANCE: From Date of Order to three (3) months after date of order. Option Year Two.

STEP-LADDER PRICING (FFP PER DEPLOYMENT) IS AS FOLLOWS:

FROM QUANTITY	TO QUANTITY	UNIT PRICE
300	309	(b)(4)
310	400	(b)(4)
401	500	(b)(4)
501	600	(b)(4)
601	700	(b)(4)
701	800	(b)(4)
801	900	(b)(4)

FOB: Destination

MAX
NET AMT

\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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2002 OPTION	UAS ISR Services - Option Year Two	(b)(4)	Hours	(b)(4)	(b)(4)
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FFP
 THE MAX QTY & MAX LINE ITEM COST ARE ESTIMATES ONLY & ARE NOT A GUARANTEE OF AWARD VALUE.
 Provide personnel, equipment, material supplies and services for ISR supporting Special Operations Forces using Contractor Owned Unmanned Aircraft System in accordance with the Performance Work Statement in individual Task Orders and the Basic Contract on an "as ordered" basis. Travel and shipping costs associated with services provided under this CLIN are covered under CLINs 2007 and 2008.
 PERIOD OF PERFORMANCE: As specified in Individual Orders. Option Year Two.

STEP-LADDER PRICING (FFP PER DEPLOYMENT/PER MONTH) IS AS FOLLOWS:

FROM QUANTITY	TO QUANTITY	UNIT PRICE
300	309	(b)(4)
310	400	(b)(4)
401	500	(b)(4)
501	600	(b)(4)
601	700	(b)(4)
701	800	(b)(4)
801	900	(b)(4)

FOB: Destination

	MAX NET AMT	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003 OPTION	Post Deployment Costs - Option Year Two FFP ***THE MAX QTY & MAX LINE ITEM COST ARE ESTIMATES ONLY & ARE NOT A GUARANTEE OF AWARD VALUE.*** All efforts required to disassemble Contractor Owned Unmanned Aircraft System within 30 days of end of deployment in accordance with the Performance Work Statement in individual Task Orders and the Basic Contract on an "as ordered" basis. Travel and shipping costs associated with services provided under this CLIN are covered under CLINs 2007 and 2008. PERIOD OF PERFORMANCE: As specified in Individual Orders. Option Year Two. FOB: Destination	(b)(4)	Lot	(b)(4)	(b)(4)
				MAX NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004 OPTION	Contract Data Rqmts - Option Year Two FFP Data in support of CLINs 2001-2003 in accordance with Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423, and as specified in individual task orders. This CLIN is not separately priced, but included in the associated services CLIN as ordered. PERIOD OF PERFORMANCE: In accordance with CDRLs (DD Forms 1423). Option Year Two. FOB: Origin	(b)(4)	Lot		NSP
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2005 OPTION	Payload Integration - Option Year Two CPFF	UNDEFINED	Lot	UNDEFINED	\$0.00
	Evaluate, integrate and approve Government provided modular payloads for flight use in accordance with the Performance Work Statement in individual Task Orders and the Basic Contract on an "as ordered" basis using the labor categories and cost-plus-fixed-fee labor rates set forth in the B-Table (Section J, Attachment 1). This CLIN is for labor only. PERIOD OF PERFORMANCE: As specified in Individual Orders. Option Year Two.				
	FOB: Destination				
				MAX COST	UNDEFINED
				FIXED FEE	UNDEFINED
				TOTAL MAX COST + FEE	<u>\$0.00</u>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2006 OPTION	CLIN 2005 Data Rqmts - Option Year Two FFP	(b)(4)	Lot		NSP
	Data in support of CLINs 2005 in accordance with Exhibit B, Contract Data Requirements List (CDRL), DD Form 1423, and as specified in individual task orders. This CLIN is not separately priced but included in the CLIN 2005 estimated cost-plus-fixed-fee, as ordered. PERIOD OF PERFORMANCE: In accordance with CDRLs (DD Forms 1423). Option Year Two.				
	FOB: Origin				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2007 OPTION	Travel - Option Year Two COST	UNDEFINED	Lot	UNDEFINED	\$0.00
	Travel in Support of CLINs 2001-2006 as specified in individual task orders and the basic contract on an "as ordered" basis. Travel shall be on a cost reimbursable basis only, no fee. Travel must be in direct support of task order efforts and must be approved prior to travel by the Contracting Officer's Representative (COR). Option Year Two. FOB: Destination				
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2008 OPTION	Shipping - Option Year Two COST	UNDEFINED	Lot	UNDEFINED	\$0.00
	All efforts required to ship equipment to a Government designated CONUS location and return as specified in individual task orders and the basic contract on an "as ordered" basis. Shipping shall be on a cost reimbursable basis only, no fee. Shipping must be in direct support of task order efforts and must be approved prior to shipment by the Contracting Officer's Representative (COR). Option Year Two. FOB: Destination				
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001 OPTION	Predeployment - Option Year Three FFP		Lot	\$0.00	\$0.00 EST

THE MAX QTY & MAX LINE ITEM COST ARE ESTIMATES ONLY & ARE NOT A GUARANTEE OF AWARD VALUE.

Predeployment efforts to establish an Unmanned Aircraft System (UAS) Intelligence Gathering, Target Surveillance and Reconnaissance (ISR) location using Contractor-Owned Systems and Equipment in accordance with the Performance Work Statement in individual Task Orders and the Basic Contract on an "as ordered" basis. This includes all activities, personnel, and equipment necessary for a single UAS ISR deployment to begin operations, but specifically excludes travel and shipping costs which will be covered under CLINs 3007 and 3008. PERIOD OF PERFORMANCE: From Date of Order to three (3) months after date of order. Option Year Three.

STEP-LADDER PRICING (FFP PER DEPLOYMENT) IS AS FOLLOWS:

FROM QUANTITY	TO QUANTITY	UNIT PRICE
300	309	(b)(4)
310	400	(b)(4)
401	500	(b)(4)
501	600	(b)(4)
601	700	(b)(4)
701	800	(b)(4)
801	900	(b)(4)

FOB: Destination

MAX
NET AMT

\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002 OPTION	UAS ISR Services - Option Year Three FFP	(b)(4)	Hours	(b)(4)	(b)(4)

THE MAX QTY & MAX LINE ITEM COST ARE ESTIMATES ONLY & ARE NOT A GUARANTEE OF AWARD VALUE.

Provide personnel, equipment, material supplies and services for ISR supporting Special Operations Forces using Contractor Owned Unmanned Aircraft System in accordance with the Performance Work Statement in individual Task Orders and the Basic Contract on an "as ordered" basis. Travel and shipping costs associated with services provided under this CLIN are covered under CLINs 3007 and 3008. PERIOD OF PERFORMANCE: As specified in Individual Orders. Option Year Three.

STEP-LADDER PRICING (FFP PER DEPLOYMENT/PER MONTH) IS AS FOLLOWS:

FROM QUANTITY	TO QUANTITY	UNIT PRICE
300	309	(b)(4)
310	400	(b)(4)
401	500	(b)(4)
501	600	(b)(4)
601	700	(b)(4)
701	800	(b)(4)
801	900	(b)(4)

FOB: Destination

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003 OPTION	Post Deployment Costs - Option Year Thre FFP	(b)(4)	Lot	(b)(4)	(b)(4)
<p>***THE MAX QTY & MAX LINE ITEM COST ARE ESTIMATES ONLY & ARE NOT A GUARANTEE OF AWARD VALUE.***</p> <p>All efforts required to disassemble Contractor Owned Unmanned Aircraft System within 30 days of end of deployment in accordance with the Performance Work Statement in individual Task Orders and the Basic Contract on an "as ordered" basis. Travel and shipping costs associated with services provided under this CLIN are covered under CLINs 3007 and 3008. PERIOD OF PERFORMANCE: As specified in Individual Orders. Option Year Three.</p> <p>FOB: Destination</p>					
				MAX NET AMT	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004 OPTION	Contract Data Rqmts - Option Year Three FFP	(b)(4)	Lot		NSP
<p>Data in support of CLINs 3001-3003 in accordance with Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423, and as specified in individual task orders. This CLIN is not separately priced, but included in the associated services CLIN as ordered. PERIOD OF PERFORMANCE: In accordance with CDRLs (DD Forms 1423). OptionYear Three.</p> <p>FOB: Origin</p>					
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3005 OPTION	Payload Integration - Option Year Three CPFF	UNDEFINED	Lot	UNDEFINED	\$0.00
Evaluate, integrate and approve Government provided modular payloads for flight use in accordance with the Performance Work Statement in individual Task Orders and the Basic Contract on an "as ordered" basis using the labor categories and cost-plus-fixed-fee labor rates set forth in the B-Table (Section J, Attachment 1). This CLIN is for labor only. PERIOD OF PERFORMANCE: As specified in Individual Orders. Option Year Three.					
FOB: Destination					
				MAX COST	UNDEFINED
				FIXED FEE	UNDEFINED
				TOTAL MAX COST + FEE	<u>\$0.00</u>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3006 OPTION	CLIN 3005 Data Rqmts - Option Year Three FFP	(b)(4)	Lot		NSP
Data in support of CLINs 3005 in accordance with Exhibit B, Contract Data Requirements List (CDRL), DD Form 1423, and as specified in individual task orders. This CLIN is not separately priced but included in the CLIN 3005 estimated cost-plus-fixed-fee, as ordered. PERIOD OF PERFORMANCE: In accordance with CDRLs (DD Forms 1423). Option Year Three.					
FOB: Origin					
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3007 OPTION	Travel - Option Year Three COST	UNDEFINED	Lot	UNDEFINED	\$0.00
	Travel in Support of CLINs 3001-3006 as specified in individual task orders and the basic contract on an "as ordered" basis. Travel shall be on a cost reimbursable basis only, no fee. Travel must be in direct support of task order efforts and must be approved prior to travel by the Contracting Officer's Representative (COR). Option Year Three. FOB: Destination				
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3008 OPTION	Shipping - Option Year Three COST	UNDEFINED	Lot	UNDEFINED	\$0.00
	All efforts required to ship equipment to a Government designated CONUS location and return as specified in individual task orders and the basic contract on an "as ordered" basis. Shipping shall be on a cost reimbursable basis only, no fee. Shipping must be in direct support of task order efforts and must be approved prior to shipment by the Contracting Officer's Representative (COR). Option Year Three. FOB: Destination				
				MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001 OPTION	Predeployment - Option Year Four FFP		Lot	\$0.00	\$0.00 EST

THE MAX QTY & MAX LINE ITEM COST ARE ESTIMATES ONLY & ARE NOT A GUARANTEE OF AWARD VALUE.

Predeployment efforts to establish an Unmanned Aircraft System (UAS) Intelligence Gathering, Target Surveillance and Reconnaissance (ISR) location using Contractor-Owned Systems and Equipment in accordance with the Performance Work Statement in individual Task Orders and the Basic Contract on an "as ordered" basis. This includes all activities, personnel, and equipment necessary for a single UAS ISR deployment to begin operations, but specifically excludes travel and shipping costs which will be covered under CLINs 4007 and 4008. PERIOD OF PERFORMANCE: From Date of Order to three (3) months after date of order. Option Year Four.

STEP-LADDER PRICING (FFP PER DEPLOYMENT) IS AS FOLLOWS:

FROM QUANTITY	TO QUANTITY	UNIT PRICE
300	309	(b)(4)
310	400	(b)(4)
401	500	(b)(4)
501	600	(b)(4)
601	700	(b)(4)
701	800	(b)(4)
801	900	(b)(4)

FOB: Destination

MAX
NET AMT

\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002 OPTION	UAS ISR Services - Option Year Four FFP	(b)(4)	Hours	(b)(4)	(b)(4)

THE MAX QTY & MAX LINE ITEM COST ARE ESTIMATES ONLY & ARE NOT A GUARANTEE OF AWARD VALUE.

Provide personnel, equipment, material supplies and services for ISR supporting Special Operations Forces using Contractor Owned Unmanned Aircraft System in accordance with the Performance Work Statement in individual Task Orders and the Basic Contract on an "as ordered" basis. Travel and shipping costs associated with services provided under this CLIN are covered under CLINs 4007 and 4008. PERIOD OF PERFORMANCE: As specified in Individual Orders. Option Year Four.

STEP-LADDER PRICING (FFP PER DEPLOYMENT/PER MONTH) IS AS FOLLOWS:

FROM QUANTITY	TO QUANTITY	UNIT PRICE
300	309	(b)(4)
310	400	(b)(4)
401	500	(b)(4)
501	600	(b)(4)
601	700	(b)(4)
701	800	(b)(4)
801	900	(b)(4)

FOB: Destination

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003 OPTION	Post Deployment Costs - Option Year Four FFP	(b)(4)	Lot	(b)(4)	(b)(4)
<p>***THE MAX QTY & MAX LINE ITEM COST ARE ESTIMATES ONLY & ARE NOT A GUARANTEE OF AWARD VALUE.***</p> <p>All efforts required to disassemble Contractor Owned Unmanned Aircraft System within 30 days of end of deployment in accordance with the Performance Work Statement in individual Task Orders and the Basic Contract on an "as ordered" basis. Travel and shipping costs associated with services provided under this CLIN are covered under CLINs 4007 and 4008. PERIOD OF PERFORMANCE: As specified in Individual Orders. Option Year Four.</p> <p>FOB: Destination</p>					

MAX
NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004 OPTION	Contract Data Rqmts - Option Year Four FFP	(b)(4)	Lot		NSP
<p>Data in support of CLINs 4001-4003 in accordance with Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423, and as specified in individual task orders. This CLIN is not separately priced, but included in the associated services CLIN as ordered. PERIOD OF PERFORMANCE: In accordance with CDRLs (DD Forms 1423). Option Year Four.</p> <p>FOB: Origin</p>					

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4005 OPTION	Payload Integration - Option Year Four CPFF	UNDEFINED	Lot	UNDEFINED	\$0.00
	Evaluate, integrate and approve Government provided modular payloads for flight use in accordance with the Performance Work Statement in individual Task Orders and the Basic Contract on an "as ordered" basis using the labor categories and cost-plus-fixed-fee labor rates set forth in the B-Table (Section J, Attachment 1). This CLIN is for labor only. PERIOD OF PERFORMANCE: As specified in Individual Orders. Option Year Four. FOB: Destination				
				MAX COST	UNDEFINED
				FIXED FEE	UNDEFINED
				TOTAL MAX COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4006 OPTION	CLIN 4005 Data Rqmts - Option Year Four FFP	(b)(4)	Lot		NSP
	Data in support of CLINs 4005 in accordance with Exhibit B, Contract Data Requirements List (CDRL), DD Form 1423, and as specified in individual task orders. This CLIN is not separately priced but included in the CLIN 4005 estimated cost-plus-fixed-fee, as ordered. PERIOD OF PERFORMANCE: In accordance with CDRLs (DD Forms 1423). Option Year Four. FOB: Origin				
				MAX NET AMT	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4007 OPTION	Travel - Option Year Four COST	UNDEFINED	Lot	UNDEFINED	\$0.00
	Travel in Support of CLINs 4001-4006 as specified in individual task orders and the basic contract on an "as ordered" basis. Travel shall be on a cost reimbursable basis only, no fee. Travel must be in direct support of task order efforts and must be approved prior to travel by the Contracting Officer's Representative (COR). Option Year Four. FOB: Destination			MAX COST	UNDEFINED

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4008 OPTION	Shipping - Option Year Four COST	UNDEFINED	Lot	UNDEFINED	\$0.00
	All efforts required to ship equipment to a Government designated CONUS location and return as specified in individual task orders and the basic contract on an "as ordered" basis. Shipping shall be on a cost reimbursable basis only, no fee. Shipping must be in direct support of task order efforts and must be approved prior to shipment by the Contracting Officer's Representative (COR). Option Year Four. FOB: Destination			MAX COST	UNDEFINED

IDC CONSTRAINTS

CONTRACT MINIMUM / MAXIMUM QUANTITY / AMOUNT

This is an indefinite delivery, indefinite quantity (IDIQ) contract with firm-fixed price, cost-plus-fixed-fee and cost reimbursable line items. The contract includes a one year base period and four annual option periods. The contract maximum is established on a total dollar amount basis rather than by Maximum Quantities for Individual CLINs. The contract minimum is \$1,000,000.00 and the contract maximum is \$250,000,000.00 over the life of the contract.

Section C - Descriptions and Specifications

PERFORMANCE STATEMENT OF WORK
MID-ENDURANCE UNMANNED AIRCRAFT SYSTEM (MEUAS)
PERFORMANCE WORK STATEMENT

16 April 2009

1. **Scope:** This Performance Work Statement (PWS) details United States Special Operations Command (USSOCOM) requirements for world-wide, 24 hours per day, seven days per week (24/7), unmanned aircraft system (UAS) intelligence gathering, target surveillance, and reconnaissance (ISR) services. The contractor shall provide qualified personnel to perform all operational, engineering, and sustainment efforts necessary to effectively execute pre-deployment, deployment, and post-deployment activities. The contractor shall utilize a UAS that provides persistent ISR capability from designated locations in support of USSOCOM's various missions in direct support of the Global War on Terrorism. Deployment operations will be conducted solely with Contractor Owned and Contractor Operated UAS equipment.
2. **Applicable Documents:**
 - 2.1. USSOCOM Directive 350-9, Unmanned Aerial System Training, dated 30 Oct 07
 - 2.2. MIL-STD 1474D, February 1997, DoD Design Criteria Standard, Noise Limits
3. **Requirements:** The contractor shall provide a total 'turn-key' organic infrastructure to provide this capability worldwide to include: ISR capability, and all personnel resources, shelters, equipment, spares, fuel, electric power, contract and management systems, and facilities to successfully meet, plan, organize, staff, direct, and control the services requirements specified herein. Minimum requirements for services shall include but are not limited to the following:
 - 3.1. **Pre-Deployment Requirements:**
 - 3.1.1. Prior to deployment, the contractor personnel designated to deploy shall attend a one week CONUS based training equivalent to the US Army CONUS Replacement Center (CRC) at Ft Benning, GA. This training will familiarize contractor personnel with theater specific military procedures and the tactics, techniques, and procedures required by the Government. Contractor personnel identification, training and deployment travel shall be documented using the Personnel Rotation Schedule. (CDRL A005)
 - 3.1.2. The contractor shall perform site surveys at ordered deployment locations to assess the adequacy of infrastructure to support ISR operations. The contractor will recommend deletions of organic capabilities that the site survey identifies as available from the existing infrastructure and shall ensure equipment needs, proposed location, and shipping protocols are satisfactory to support the deployment and operations. (CDRL A003)
 - 3.1.3. The contractor shall develop with the designated Contracting Officer Representative (COR) and Government Site Representative (GSR) a site specific Standard Operating Procedure (SOP) prior to activation of the site. The SOP will serve as a living document outlining daily operations procedures, flight planning resources, frequency coordination and deconfliction procedures, key personnel, responsibilities, contact information, and other vital information to assist mission accomplishment at the specific operating location. (CDRL A001)
 - 3.1.4. The contractor shall have CONUS based personnel qualified to provide all documentary evidence and input for management of contractor personnel in the Synchronized Predeployment & Operational Tracker (SPOT) system with the Government designated sponsor at least two weeks prior to deployments.
 - 3.1.5. The contractor will have organic personnel qualified to prepare all equipment, (systems, shelters, equipment and spare parts required), to include export/import licenses, and hazardous material certifications for shipment on commercial or military transportation systems. The Government Life Cycle Sustainment Manager will provide transportation coordination. The contractor shall retain title to all contractor

furnished equipment. However, for deployments over 180 days the contractor will submit inventory data for contractor equipment to be inventoried and accounted for under USSOCOM Property Book procedures.

3.1.6. Contractor operators will develop and maintain qualifications and proficiency levels to ensure the requirements of USSOCOM Directive 350-9 are met.

3.1.7. The contractor shall be responsible for system set-up and checkout at the operational site. Pre-deployment will be complete upon acceptance of the delivery of the final SOP (CDRL A001) and final checkout by the GSR.

3.2. ISR Services Requirements:

3.2.1. Operate, maintain, and manage operational deployments necessary to meet the requirements of this PWS (b)(4). The contractor shall provide a Mid-Endurance Unmanned Aircraft System (MEUAS) with the capability to launch, control, and recover and capable of providing the required ISR services. The contractor shall provide sufficient operational personnel to launch and recover the Air Vehicles (AVs) from austere environments. The contractor shall provide each operational deployment with sufficient computers, communications equipment, video processing equipment and the architecture required to receive, store, and forward mission video and imagery. System shall be capable of injecting near real-time UAS imagery into host unit's Processing, Exploitation and Dissemination (PED) system(s). (b)(4)

(b)(4)

(b)(4) Contractor shall not be required to perform PED. The contractor shall have no rights to use the video imagery or specifics of the operation without the express written permission from the Government.

3.2.2. AVs shall be available for flight operations 24 hours a day and capable of supporting a flight window from 10 to 24 hours per day, 7 days per week up to a maximum of 900 hours flying time per month. Each task order will identify the flight hour requirements by month. Flight hour accumulation shall begin at successful take-off and end at termination of the flight, e.g. landing or recovery. A work day begins with AV preflight and setup and concludes with system shut down. The daily flight operations schedule will be provided by the GSR to the Site Mission Commander one day in advance. A corresponding recovery period shall be negotiated locally which will be reasonable to ensure deferred maintenance actions are completed to include all maintenance and log book documentation and status reporting, personnel rest, and overall safety of operations. Response time from receipt of a launch request for a non-scheduled mission to AV take-off shall be no longer than 30 minutes, weather conditions permitting, when the site is operational and in an active standby status.

3.2.3. The contractor shall support surge requirements not to exceed 3% of the maximum hours/month when directed by the COR to meet compelling mission requirements. Any surges above 3% per month shall be approved by the Procuring Contracting Officer (PCO) by issuance of a contract modification. It is specifically understood that any unused hours are not carried over to the following month.

3.2.4. Contractor personnel shall operate, provide spares management and maintain the system as necessary to meet the requirements as set forth in paragraph 3.2.1 above. Each operational deployment shall consist of the number and type of ground control station's computers and communications equipment in addition to AVs, specialized equipment and spare parts sufficient to support the required flight window.

3.2.5. Contractor shall staff each operational deployment with a team sufficient to provide system equipment maintenance and AV operator functions. System maintenance functions shall include servicing and repairs, preventive maintenance and inspection actions, plus communications and computer system operations and maintenance. UAS operator functions shall include mission coordination, flight planning

and control; managing AV airborne operations, to include airspace deconfliction; controlling / managing airborne sensor operations; and the injection and transmission of the video image into the end-users system. The majority of all contractor personnel shall be cross-trained in operations and maintenance of the system. Contractor personnel shall be proficient in accomplishing detailed mission planning and conducting UAS flight operations, preflight procedures and loading the AV to conduct airborne ISR operations.

3.2.6. Each site shall have the ability to conduct hand-off operations to a remote Ground Control Station (GCS), operated by the contractor, to maximize the 50NM Line of Sight (LOS) AV capability. Although not required, it would be preferred that the remote GCS have launch and recovery capabilities the same as the site GCS, but at minimum the same capability as 3.2 above less the launch and recovery.

3.3. Post-deployment:

3.3.1. Upon completion of the ISR performance order, including any extensions or follow-on orders, the contractor shall disassemble and prepare for shipment all contractor-owned and operated systems, equipment and spares and return all GFE to the Government.

4. MEUAS ISR Requirements:

4.1. Air Vehicle:

4.1.1. Each AV shall be capable of accurately adapting to dynamic, in-flight re-tasking instructions. On command from the GCS, the AV must have the capability to automatically enter into an orbit above an objective which is within the center of the payload sensor display. The AV must possess autonomous loss of link (LOL) behaviors to include loiter for a predetermined length of time in the event of a data link loss. If the data link cannot be reacquired, the AV is expected to execute preprogrammed instructions resulting in a recovery at a pre-determined end point. The AV shall also be capable of executing a flight termination option at the operator's discretion.

4.1.2. Each AV shall have an effective operational radius of at least 50 NM Line of Sight (LOS), dependent on terrain. The AVs shall be capable of transmission of sensor/imagery data to the GCS with an effective operational radius of at least 50 NM LOS when operating at standard mission altitude (3000 ft AGL).

4.1.3. At a steady-state cruise power setting, the aircraft shall provide "useful" imagery at an altitude and slant range such that it remains acoustically non-detectable per MIL-STD-1474D, Level 1, Requirement 2 conditions (quiet rural area with the closest heavily used highway and community noises at least 2.5 miles away). Useful imagery is defined by the end user as the ability to classify/recognize whether a human target is carrying a rifle.

4.1.4. The AV payload bay shall have an open interface control architecture with standard physical and electrical interfaces to simplify maintenance and the integration of additional modular payloads.

4.1.5. The contractor shall operate Government provided payloads to support ISR services when sufficient documentation and information has been provided or is developed to ensure agreement on the airworthiness of the payload to be flown.

4.1.6. The AV shall be capable of launch and recovery from austere, unimproved locations (b)(4)

(b)(4)

4.1.7. The AV shall provide a minimum flight endurance of (b)(4)

(b)(4)

4.1.8. The AV shall be capable of routine flight from locations ranging from 0 feet Mean Sea Level (MSL) up to 10,000 feet MSL.

4.1.9. Each AV shall provide a real-time video and metadata downlink signal compatible with the Rover IV Remote Video Terminal (RVT) system.

4.1.10. Each AV shall have a non-reflective matte finish and color that minimizes its visual signature to ground observers under normal atmospheric conditions.

4.1.11. The AV shall be capable of take-off, flight operations and recovery in temperatures between -20F to +120F degrees, up to 95% relative humidity, and rainfall rates up to 0.25 in/hour.

4.2. Payload:

4.2.1. Each AV shall have an inertially stabilized payload turret allowing for the sensor system to be focused on a particular coordinate, object, or target for extended periods of time sufficient to track a target as long as it remains in an area of interest. Each AV shall be capable of tracking stationary or moving targets of interest.

4.2.2. Payload configurations shall include a daylight electro-optical (EO) capability and a nighttime infrared (IR) capability. A simultaneous EO/IR capability is highly desirable.

4.2.3. The payload sensor shall provide a continuous, slewable 360 degree field of view.

4.2.4. The payload sensor shall be capable of providing useful, high quality imagery from a minimum altitude of 3000 feet AGL. "Useful" imagery is defined by the end-user as the ability to classify/recognize whether a human target is carrying a rifle.

4.3. Ground Control Station (GCS):

4.3.1. Each GCS shall be capable of controlling the type of vehicles necessary to satisfy the requirements described in paragraph 3.2. The GCS shall be able to control no fewer than two (2) vehicles simultaneously and the remote GCS shall be able to control at least one (1) air vehicle. Flight and sensor control systems shall be capable of re-tasking vehicles and controlling vehicle sensors as necessary to effectively respond to imagery requests in addition to persistent surveillance requirements. The GCS shall provide the capability to output near real-time analog NTSC video and simultaneously record digital mission video with associated meta-data. Digital Mission Video with associated meta-data shall be Motion Imagery Standards Profile (MISP) 5.0 compatible. The contractor shall store all video and data recordings from each mission within the GCS on the hard drive and have the capability to record mission video to a DVD disk. The video recorded from each mission shall be stored for up to one week and then consolidated on DVD disk(s) and provided weekly to the GSR. At such time as the contractor transfers the data from the GCS, the Government shall assume storage responsibility. All imagery recordings shall be deemed U.S. Government property and shall not be used and/or released without the express written Government consent.

4.3.2. Each GCS shall be capable of being set-up and operational within 12 hours of arrival at a forward operating location. Additionally, a functioning GCS in forward operating locations shall be able to be disassembled and stowed for transportation in less than 12 hours of tasking.

4.4. Spares Management:

4.4.1. The contractor shall provide inventory management to ensure sufficient equipment spares levels are maintained for contractor provided equipment throughout the duration of each services order such that surveillance operations will not be interrupted in the event of a component failure within the system. (b)(4)

(b)(4)

For inventory management the contractor shall be responsible to obtain through manufacture or purchase and prepare for shipping to deployment sites spare replacement parts. The contractor is responsible for ensuring (b)(4) to permit continued operations in the event of a failure/malfunction of the originally designated equipment. (b)(4)

(b)(4)

4.5. Performance:

4.5.1. Contractor personnel shall operate and maintain the system to ensure maximum availability during the operational period. The contractor will be provided operational direction from the GSR and shall be available 24/7 for the duration of the operational deployment.

4.5.2. Prior to each flight mission, the contractor Site Mission Commander(s) shall coordinate with local authorities on any schedule changes and airspace limits for system operation. The contractor shall ensure flight missions comply with applicable airspace restrictions. Loss of Link procedures, loss of Global Positioning System (navigation) procedures and any parameter deemed necessary for the safety of personnel, the safe operation of the AV and other aircraft that may operate in close proximity to the AV shall be planned, incorporated and briefed by the flight crew prior to each mission. The lost communications procedures shall include a lost communications flight plan that could result in a recovery at a designated safe location in the event communication is not re-established.

4.6. Logistical Footprint:

4.6.1. The contractor shall provide an MEUAS that requires a minimal logistical footprint size. Each operational site transport configuration shall be no more than six (6) 463L pallets / one (1) C-130 equivalent load. Each operational site shall be self-supporting and consist of the number and type of self-contained, environmentally controlled shelters needed to house and maintain the system to include the ground station computers, power and communications equipment, ancillary items, spare parts and any required peculiar maintenance support tools. Each operational site will provide sufficient computers, communications equipment and architecture to receive, process, and store ISR product.

5. Contractor Personnel:

5.1. The contractor's employees shall observe and comply with all rules and regulations applicable to contract personnel, including those applicable to the safe operation of vehicles, personnel safety and equipment, and shall not be present in locations not required for proper performance of the contract.

5.2. The contractor shall provide sufficient personnel to maintain performance requirements in paragraphs 1 & 3 with adequate senior personnel to maintain 24/7 position of the Site Mission Commander. The Site Mission Commanders shall have the authority to act on behalf of the contractor in all matters relating to the performance of this contract. The Site Mission Commanders shall be capable of speaking, writing, reading, and understanding the English language. At a minimum the Site Mission Commanders will have a Top Secret, SCI clearance for access to the Tactical Operations Center (TOC)/Joint Operations Center (JOC). The Site Mission Commanders shall perform the following duties and responsibilities at each site:

5.2.1. Mission Commander Duties:

5.2.1.1. Pre-Brief (Complete Mission Packet)

5.2.1.1.1. Check weather/Notice to Airmen (NOTAMS)/ Special Instructions (SPINS)/Airspace

5.2.1.1.2. Update local Air Traffic Control (ATC) Cards as necessary - review Airspace Control Plan and Start Mission Log

5.2.1.1.3. Complete Briefing Sheet, accomplish Mission Risk Assessment, and accomplish crew briefing

5.2.1.2. Prior To Launch (approx 30 minutes prior)

5.2.1.2.1. Request airspace and coordinate with Local ATC

5.2.1.2.2. Coordinate/inform launch crews

5.2.1.3. During Mission—monitor

5.2.1.3.1. UAV on target status/video/supporting customer's requirements

5.2.1.3.2. Airspace page

5.2.1.3.3. Weather conditions and Forecast Weather Updates

5.2.1.3.4. All available communications methods to include computer networks and MS Outlook E-mail accounts

5.2.1.4. After Launch

- 5.2.1.4.1. Complete Mission Log
- 5.2.1.5. Prior To Recovery
 - 5.2.1.5.1. Check weather and airfield traffic conditions
 - 5.2.1.5.2. Inform local ATC "Returning To Base" (RTB)
- 5.2.1.6. After Recovery
 - 5.2.1.6.1. Inform local ATC with "Safe On Deck" (SOD) or similar call
 - 5.2.1.6.2. Note landing time on Mission Log
 - 5.2.1.6.3. Save log data
 - 5.2.1.6.4. If last flight of day - print Mission Log
 - 5.2.1.6.5. As required complete required reports: Situation Report/Personnel Status/Maintenance Status (SITREP/PERSTAT/MAINT)
- 5.2.2. **Mission Commander Responsibilities:**
 - 5.2.2.1. Provide overall general mission direction, monitoring and coordination between the operators and the TOC/JOC battle captain (CPT) and/or ground force commander.
 - 5.2.2.2. Ensure all airspace (terminal, enroute and target) has been approved by local ATC for the air vehicle to operate.
 - 5.2.2.3. Continuously maintain a listening/visual watch of airspace status via radio (local ATC) and/or computer networks to ensure the air vehicle is located in authorized airspace.
 - 5.2.2.4. Keep a running log of mission events.
 - 5.2.2.5. Monitor hours of collection flown, any safety problems, respond to special requests, supply status, personnel status, etc.
 - 5.2.2.6. Liaise directly with the using unit to ensure the air vehicle's operation supports their needs and intent.
 - 5.2.2.7. Communicate with the ISR Battle CPT to ensure the ISR Synch matrix is updated, ISR Mission Weather Forecast is updated and Perstat reports are accurate/updated. Prepare any other required reports.
 - 5.2.2.8. Keep the GSR informed of overall general status and any problems/issues which may affect mission accomplishment.
 - 5.2.2.9. Ensure the Battle Book(s) (one at TOC site, one separate at Launch/Recovery site) have *current* TAC/TAPS, lists of points of contact, email addresses, telephone #s, etc. Update NOTAM information daily.
 - 5.2.2.10. Be the key point of contact during UAS emergencies. Allow the operators to respond as they are trained, advise the chain of command of problems when they occur and respond to the situation as required. Keep local ATC and mIRC players informed (....lost link, etc.). Be prepared to provide written/oral reports about events and what happened.
 - 5.2.2.11. Utilize and maintain a continuity training plan for newly assigned team members. The training plan should include familiarization with the below items:
 - 5.2.2.11.1. Battle Book and its contents
 - 5.2.2.11.2. Safety items
 - 5.2.2.11.3. Daily rhythm
 - 5.2.2.11.4. POC's—phone #s/radio/email
 - 5.2.2.11.5. Actions during emergencies
 - 5.2.2.11.6. Realistic expectations of the contractor and of military members.
 - 5.2.2.11.7. Perspective—supporting the local commander with video coverage.
 - 5.2.2.11.8. Basic crew coordination items—timing and sequencing of communication, supporting fellow crewmembers, mutual cross monitoring, offering assistance etc.

- 5.2.2.11.9. Encourage teaming arrangements; provide cross-talk to keep each other informed, be predictable in actions and sensitive to each other's roles.
- 5.3. Contractor personnel entering a military installation may be subject to security checks. Contractor personnel shall abide by direction given by Military Police or other security personnel acting in accordance with their duties.
 - 5.4. The contractor shall not employ any individual for the performance of this contract that may violate DoD Joint Ethics Regulations, DoD Directive 5500.7, or create a conflict of interest or the appearance of a conflict.
 - 5.5. Contractor personnel must be able to read, write, and understand the English language.
 - 5.6. Contractor personnel must meet the medical requirements as stated in DoDI 3020.41 of October 3, 2005. Any waivers must be acquired from the Senior Medical Officer. Copies of Medical records/physicals must be made available for the Senior Medical Officer's review.
 - 5.7. The contractor shall provide supervision responsibilities for all its employees.
 - 5.8. The contractor shall be responsible for the safety and accountability of all its employees in accordance with the applicable rules and regulations pertaining to the operation.
 - 5.9. The contractor shall adhere to all applicable safety and environmental regulations.
 - 5.10. The contractor shall be responsible for furnishing all labor, tools, spares and equipment necessary to accomplish the surveillance flight hours, tasks and requirements.
 - 5.11. The contractor shall employ professional and technically qualified personnel to perform the tasks outlined herein. The contractor must provide qualified personnel, organization, and administrative control necessary to provide services. During the performance of this contract the contractor shall have the burden of proof to ascertain that its personnel possess the required qualifications and experience. The Government has the right to request and review personnel training records and certifications.
 - 5.12. Contractor shall provide operation, maintenance, and management of the operational deployments ordered under the contract to ensure that each meets the minimum specifications outlined in this PWS.
 - 5.13. Contractor shall provide a rotation schedule with the identification of deploying personnel and their replacements to ensure timely training, issuance of required credentials and travel arrangements (CDRL A005). The contractor shall provide evidence of completion of all predeployment criteria and create and manage deployments within the Synchronized Predeployment & Operational Tracker (SPOT) system.
 - 5.14. Contractor personnel other than the MC operating under this contract must be U.S citizens and as a minimum, possess a Secret security clearance prior to being deployed.
 - 5.15. Contractor shall ensure personnel utilize Government provided messing facility or provide meals to personnel.
 - 5.16. The contractor shall be responsible for providing a report to the Government monthly for each operational deployment after arrival in theatre. The report shall detail lessons learned and what was achieved at each site in one consolidated report. The report shall be provided in Microsoft Word format (CDRL A002). Additionally, the contractor shall report to the GSR on a daily basis maintenance and operational status at each site.
 - 5.17. Contractor shall provide proficiency training as described in their Standard Operations Procedures (CDRL A005), with emphasis on the processes used by the operators and the functional features provided from the operational equipment utilized by the contractor, to Government personnel as necessary and as the operational environment permits.
 - 5.18. The contractor shall return any GFE equipment within 30 days of end of deployment assuming assets are returned from theater of operations in a timely manner. The equipment will be returned to the

same location as originally issued unless otherwise authorized by the U.S. Government after removal of any installed contractor owned equipment (hardware and software). All GFE equipment shall be returned in serviceable condition based on the environment and the length of use in the theater of operations. For unserviceable GFE, the contractor shall provide a disposition report noting the cause for the item's unserviceable condition.

- 5.19. The contractor is not required to arm its personnel.
- 5.20. The contractor shall maintain personnel on location sufficient to meet obligations under this contract unless the Combatant Commander (CO) orders a mandatory evacuation of some or all personnel. In the event of a mandatory evacuation, the Site Mission Commander shall notify his corporate office of the CO's decision. The Site Mission Commander will attempt to identify an evacuation site that could provide continual operational ISR support.
- 5.21. The contractor shall provide space for at least one military intelligence analyst per Ground Control Station (GCS) within the operational deployment contractor space.
- 5.22. Contractor shall notify and obtain approval from the Government prior to shipping items using commercial sources. If prior approval is not received, the contractor shall ship items at its own expense.
- 5.23. The contractor shall supply all fuels in sufficient quantity to maintain operation of the system and any support equipment.
- 5.24. The contractor shall provide electrical power sufficient for each operational deployment to perform the requirements of this PWS.
- 5.25. The contractor shall provide tactical and aeronautical maps/charts and DTED data as required for mission accomplishment and identified during the site survey. The contractor may request Government assistance.

6. Government Responsibilities:

- 6.1. The Government will transport contractor furnished equipment from contractor's facility to overseas location. Contractor or equipment movement shall not be permitted without prior Government authorization. Upon completion of the contractor services, the Government will provide return transport for contractor furnished equipment from overseas location to the contractor's facility.
- 6.2. The Government will provide all known applicable instructions, regulations, and excerpts as guidance for each site's operation.
- 6.3. The Government will assist the contractor with acquiring personnel passes, identification cards, and vehicle permits required in the performance of this contract in accordance with the contractor provided Personnel Rotation Schedule and contractor input from the site survey.
- 6.4. The Government will provide contractor personnel with deployment in-processing briefings to ensure understanding and integration into the operational environment.
- 6.5. The Government will provide transportation within the operating area to assist in the initial setup and relocation of the operational deployments as required.
- 6.6. If available, the Government will provide access to the same postal services, messing facilities, laundry, religious, recreational facilities, and lodging utilized by Government personnel. Lodging facilities will consist of same or similar standards provided to other military personnel. The Government will provide access to non-routine medical, vision, and dental care as described in DFARS 252.225-7040. The contractor shall reimburse the Government for any costs associated with such care.
- 6.7. The Government will provide force protection and security services during contractor's performance of this contract, including to and from the contractor's initial and subsequent, if any, operating locations and

to the final point of overseas departure. The Government will not be held liable for capture, injury, or loss of life to any employee.

- 6.8. Government may provide contractor with Government Furnished Equipment (GFE) as requested after the site survey(s) and any associated spare parts for the GFE.
 - 6.9. The Government may provide a means of injecting mission video from operational deployments onto a classified network.
 - 6.10. The Government may provide access to the internet as much as feasible for contractor software support and upgrades for operational support as available to include e-mail connectivity and access to the contractor's portal. Telemetry files for any AV involved in an operational incident/mishap shall be transmitted to the contractor by the most expedient method possible for expedited diagnosis of the flight data to determine causation and potential remedy.
 - 6.11. The Government will provide contact information to assist the contractor to facilitate air space integration, mission coordination and deconfliction.
 - 6.12. The Government may provide a NIPRNET and VOIP data connection to CONUS to meet data communications requirement of the contractor, based on available capability of the local government system and IAW security considerations/restraints of the Government.
 - 6.13. The Government will provide tactical radios and wire line handsets as required to integrate the site into the command post architecture.
 - 6.14. Government will assist in providing pre-deployment training. The location, date and time of the training will be coordinated between the Government representative and contractor.
 - 6.15. Government will reimburse the contractor shipping charges for items shipped OCONUS using commercial sources with prior coordination and approval by the Government.
 - 6.16. The Government will transport and position the principal components of the contractor provided UAS equipment.
7. **Engineering Support:**
- 7.1. The contractor shall provide engineering support for future system requirements for system enhancements and alternative/additional payloads. This effort will include the capability to perform additional systems testing, payload integration, obtain safety certificates, performance upgrades, and systems engineering. The contractor shall provide the capability to evaluate and integrate Government provided modular payloads to support ISR services when sufficient documentation and information has been provided or is developed to ensure agreement on the airworthiness of the payload to be flown. (CDRL B001).
 - 7.2. The Government desires the capability to integrate future payloads (including EO, LWIR, MWIR, SWIR, Synthetic Aperture Radar, Signals Intelligence, LIDAR, and Communication Relay) with a combined weight of up to 75 lbs, 1,500 Watts power consumption, and an internal volume to support simultaneous operation of EO/IR payload, 2nd payload with dimensions 18" x 9" x 12", and 3rd payload with dimensions 8" x 5" x 4". The Government desires the capability to upgrade/modify the UAS datalinks, GCS, and Remote GCS to ensure interoperability with future SOF C4I architecture.
8. **Government Quality Assurance (QA):** Each phase of the services performed under this contract is subject to Government inspection, during the contractor's operations and after completion of tasks. The Government's Quality Assurance Surveillance Program is not a substitute for quality control by the contractor. The Government reserves the right to choose inspection methods utilized during the work, without notice to the contractor.
9. **Quality Control:** The contractor shall establish a Quality Control Plan covering the services required by this contract, to include: target resolution, target tracking, target loss, time on station and maximum noise decibel levels. The Quality Control Plan (CDRL A004) shall be submitted to the Contracting Officer within ninety days

of contract award. The contractor shall implement the approved Quality Control Plan within fourteen days of Government's approval. The contractor shall provide the Contracting Officer an updated copy of the Quality Control Plan as changes occur for approval. At a minimum, the Quality Control Plan shall include the following:

- 9.1. An inspection system covering all services required by this contract. It must specify the areas to be inspected on either a scheduled or unscheduled basis, how and how often inspections will be accomplished and the titles of the individuals who will perform the inspections. The individuals inspecting for quality control shall not be involved in the day-to-day operations.
- 9.2. A method of identifying deficiencies in the quality of services performed before the level of performance fails to meet minimum contract requirements. For noted deficiencies the plan will outline the corrective actions taken to rectify the degradation of service.
- 9.3. A method of documenting and enforcing quality control operations.
- 9.4. Performance Requirement for payment: Failure to meet the required service levels of the contract will result in adjustments to the monthly payments as follows: Monthly payments will be reduced on a per hour pro-rata basis for each planned flight hour the contractor failed to provide due to personnel or equipment non-availability and for each hour of ISR video which failed to meet the contract quality requirements.

10. Security

10.1. Security will be in accordance with the DD Form 254 Contract Security Classification Specification (Attachment B). Key MEUAS personnel are the Contractor Program Manager and the Site Mission Commanders. Contractor Program Manager, Site Mission Commanders and operators require Top Secret/SCI clearances; all others require a minimum of a Secret clearance. Contractors will require access to SCI/Focal Point material in performance of this effort. Contractors will require access to NIPRNET/SIPRNET computer systems only at Government facilities.

10.2. The contractor shall ensure requirements for safeguarding classified information and classified materials; for obtaining and verifying personnel security clearances; for verifying security clearances and indoctrination of visitors; for controlling access to restricted areas; for protecting Government property; and for the security of automated and non-automated management systems and data are fulfilled. The contractor's management system shall prevent the unauthorized disclosure of classified and sensitive unclassified information. The Government shall be immediately notified if any security incident or indication of a potential unauthorized disclosure or compromise of classified or sensitive information occurs.

10.3. The contractor shall provide security management support. Efforts will include, but are not limited to, performing classified document control functions, classified materials inventories, program access requests, preparing and monitoring personnel indoctrination and debriefing agreements, and maintaining and using security-related databases.

11. Prohibition Against Human Trafficking, Inhumane Living Conditions and Withholding of Employee Passports (Jul 2008)

11.1. All contractors ("contractors" herein below includes subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported Government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

11.2. Contractors are also required to comply with the following provisions:

11.2.1. Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

11.2.2. Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language that defines the terms of their employment/compensation.

11.2.3. Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.

11.2.4. Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area. Note: Applicable only in such instances when contract/solicitation does NOT explicitly state that the Government will provide housing.

11.2.5. Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.

11.2.6. Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements. Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End of clause)

12. Reporting a Kidnapping (IRAQ): The contractor Site Mission Commander(s) will notify the JCCI/A Duty Officer at phone number 914-822-1419 when an employee kidnapping occurs and provide the minimum information detailed in Attachment C. These procedures will also be included in each site SOP.

13. Fitness for Duty and Limits on Medical/Dental Care in Iraq and Afghanistan (Jul 08): The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit.

13.1. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the place of performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

13.2. The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, CENTAF, etc.) Surgeon:

13.2.1. Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments;

- 13.2.2. Conditions which prohibit required theater immunizations or medications;
 - 13.2.3. Conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes;
 - 13.2.4. Diabetes mellitus, Type I or II, on pharmacological therapy;
 - 13.2.5. Symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting;
 - 13.2.6. Morbid obesity (BMI \geq 40);
 - 13.2.7. Dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control;
 - 13.2.8. Uncontrolled hypertension, current heart failure, or automatic implantable defibrillator;
 - 13.2.9. Therapeutic anticoagulation;
 - 13.2.10. Malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing;
 - 13.2.11. Dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery;
 - 13.2.12. New onset (< 1 year) seizure disorder, or seizure within one year prior to deployment;
 - 13.2.13. History of heat stroke;
 - 13.2.14. Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater;
 - 13.2.15. Recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations;
 - 13.2.16. Unrepaired hernia;
 - 13.2.17. Tracheotomy or aphonia;
 - 13.2.18. Renolithiasis, current;
 - 13.2.19. Active tuberculosis;
 - 13.2.20. Pregnancy;
 - 13.2.21. Unclosed surgical defect, such as external fixated placement; requirement for medical devices using AC power;
 - 13.2.22. HIV antibody positivity;
 - 13.2.23. Psychotic and bipolar disorders.
 - 13.2.24. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).
- 13.3. In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.
- 13.4. Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.
- 13.5. Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated

January 4, 2007, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction:

13.5.1. Inpatient daily rate: \$1,918.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

13.5.2. Outpatient visit rate: \$184.00. This includes diagnostic imaging, laboratory/pathology, and pharmacy provided at the medical facility.

14. Quarterly Contractor Census Reporting (Jul 08): The Prime Contractor will report upon contract award and then quarterly thereafter, not later than 1 January, 1 April, 1 July and 1 October, to JCCI.J2J5J7@pco-iraq.net for Iraq and to BGRMPARC-A@swa.army.mil for Afghanistan the following information for the prime contract and all subcontracts under this contract:

14.1. The total number of contract employees performing on the contract who receive any support benefits, including but not limited to billing, food, use of exchanges, laundry by host nation, US Nationals, and Third Country Nationals.

14.2. The total number of prime contract employees performing on the contract by host nation, US Nationals, and Third Country National.

14.3. The total number of subcontractor employees performing on the contract by subcontractor, host nation, US Nationals, and Third Country National.

14.4. The company names and contact information of its subcontractors at all tiers.

14.5. The name of all company POCs who are responsible for entering and updating employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFAR 252.225-7040 (MAR 2008) or DFAR DOD class deviation 2007-00010.

15. Key Performance Metrics and Methods of Surveillance

The Key Performance Metrics are identified in the following Table along with the applicable Performance Threshold and Method of Surveillance:

Performance Objective	PWS Para.	Performance Threshold	Method of Surveillance
MEUAS ISR Services Capability	3.2.1	Capable to launch, control, and recover MEUAS and provide ISR Services for the user 24/7.	GSR involvement in daily operations; GSR to notify COR of failure to meet threshold.
MEUAS ISR Services Availability	3.2.2	AVs available 24/7 to support Task Order Flight Hours	GSR to notify COR of failure to meet threshold.
Launch AV quickly	3.2.2	Launch AV within 30 minutes of request	GSR to notify COR of failure to meet threshold.
Sufficient Contract Site Team	3.2.5	Contractor personnel capable of maintaining required Task Order flight hours	GSR involvement in daily operations; GSR to notify COR of failure to meet threshold.
Provide Useful High Quality Imagery	4.2.4	Video user can classify/recognize whether a human target is carrying a rifle from operational altitude/slant range.	GSR involvement in daily operations GSR to notify COR of failure to meet threshold.
AV Capability	4.1	CFE Provided AV's are suitable to perform required missions.	GSR involvement in daily operations; GSR to notify COR of failure to meet threshold.
Video Storage and Release	4.3.1	The contractor will advise the site GSR of the storage location on DVD and hard drive of all daily mission video. Every seven (7) days the	GSR involvement in daily operations; GSR to notify COR of failure to meet

		Site Mission Commander will deliver all mission video for the previous seven days to the GSR.	threshold.
AV Video Stream Capability	3.2.1	System capable of injecting near real-time UAS imagery into host unit's Processing, Exploitation and Dissemination (PED) system(s) to support Task Order flight hours.	GSR involvement in daily operations; GSR to notify COR of failure to meet threshold.
Monthly Site Report	5.1.6	Each Site Mission Commander will provide a monthly site report to the site GSR. Report format will be agreed prior to deployment and included in the SOP.	Review of report by GSR and COR. Failure to meet required delivery date or provide adequate deliverable to be documented by GSR and COR (CDRL A004).

ATTACHMENT A
Government Furnished Equipment

The following identifies the Government Furnished Equipment from USSOCOM inventory for which contractor operation could be required:

- a. UAS Payloads to include (EO, LWIR, SWIR, MWIR, Synthetic Aperture Radar, Communication Relay, and/or Signals Intelligence)

Contractor Site Mission Commander will notify the (b)(3)(10) USC § 130b Duty Officer at phone number (b)(3)(10) USC § 130b when an employee kidnapping occurs:

Report the following information:

Name of person reporting: _____

Phone: _____

E-mail: _____

- **Who was kidnapped?**
- **Name**
- **Age**
- **Nationality and country of residence**
- **When did the incident occur?**
- **Where did it happen?**

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

INSPECTION & ACCEPTANCE TERMS

INSPECTION AND ACCEPTANCE ARE AT DESTINATION BY THE GOVERNMENT UNLESS OTHERWISE INDICATED ON INDIVIDUAL DELIVERY ORDERS.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

5652.232-9004 Distribution of Vouchers/Invoices (2005)

(a) The contractor shall forward vouchers/invoices electronically to the addresses below in a simultaneous mailing.

(1) TBD - *Insert the electronic address of the cognizant DCAA office or otherwise appropriate billing office.*

(2) (b)(3) (10 USC §130b), (b)(6) (Program Manager)

(3) dianne.ohlandt@socom.mil (Contracting Officer)

(b) Contract Completion voucher shall be submitted to: DCMA BOEING ST LOUIS DODAAC: S2606A

(c) Transmission of multiple copies of vouchers/invoices to one electronic address is not required when electronic submission of vouchers/invoices is required by the contract.

(end of clause)

DELIVERY/PERIOD OF PERFORMANCE

DELIVERY/PERIOD OF PERFORMANCE WILL BE SPECIFIED IN INDIVIDUAL TASK ORDERS.

Section G - Contract Administration Data

ACCOUNTING & APPROPRIATION DATA
CLAUSES INCORPORATED BY FULL TEXT

TYPE OF DOCUMENT:	<input type="text" value="Per DCMA Instructions"/>	
Vendor/Contractor CAGE CODE:	<input type="text" value="28980"/>	
ISSUING OFFICE DODAAC:	<input type="text" value="H92222"/>	
CONTRACT ADMIN DODAAC:	<input type="text" value="S2606A"/>	
INSPECTION DODAAC/BPN:	<input type="text" value="TBD"/>	PLUS SIX EXT: <input type="text"/>
ACCEPTOR / SHIP TO DODAAC/BPN:	<input type="text" value="F2VUB0"/>	PLUS SIX EXT: <input type="text"/>
LOCAL PROCESSING OFFICE:	<input type="text" value="N/A"/>	PLUS SIX EXT: <input type="text"/>
PAY/DISBURSING OFFICE DODAAC:	<input type="text" value="HQ0339"/>	

E-MAIL POINT OF CONTACT LISTING *(maximize use of group e-mail accounts):*

INSPECTOR:	<input type="text" value="(b)(3) (10 USC §130b), (b)(6)"/>
ACCEPTOR:	<input type="text" value="(b)(3) (10 USC §130b), (b)(6)"/>
CONTRACT ADMINISTRATOR:	<input type="text" value="TBD"/>
CONTRACTING OFFICER:	<input type="text" value="dianne.ohlandt@socom.mil"/>
ADDITIONAL CONTACT:	<input type="text" value="(b)(3) (10 USC §130b), (b)(6)"/>

CLAUSES INCORPORATED BY FULL TEXT

5652.216-9000 Fixed Fee Information (2003)

Subject to the requirements of FAR 52.216-8 and all other withholding requirements of this contract, the fixed fee stated in Section B shall be paid to the contractor at the same percentage rate as the percentage of incurred and allowable costs proportionate to the total estimated cost.

(end of clause)

CLAUSES INCORPORATED BY FULL TEXT

5652.232-9001 Invoicing (2005)

(a) The contractor shall segregate and bill separately costs for each Delivery/Task Order issued under this contract. Cost for performing work set forth in one Delivery/Task Order shall not be allowable under any other Delivery/Task Order.

(b) If a Delivery/Task Order contains multiple CLINs/SLINs the contractor shall segregate and bill separately the costs for each CLIN/SLIN of the Delivery/Task Order.

(c) The cost of performing work set forth on one CLIN/SLIN shall not be allowable under any other CLIN/SLIN.

(d) The contract number and Delivery/Task Order number shall appear on correspondences and invoices to Wide Area Work Flow. For complete instruction on submittal of proper invoices under this contract, the contractor is instructed to contact the paying office as stated in Block (*enter block number*) of the award form

(end of clause)

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5652.209-9003 Use of Contractor Support/Advisory Personnel as Contract Specialists (2005)

The contractor's attention is directed to the fact that contractor personnel may assist the Government in a contract administrator role for administration of this contract. Execution of this contract constitutes approval to release the contract and contractor's proposal to Government Support Contractors who have signed Non-Disclosure and Rules of Conduct/Conflict of Interest Statements.

(end of clause)

CLAUSES INCORPORATED BY FULL TEXT

5652.216-9004 Procedures for Issuing *Task/Delivery* Orders under Single Award, Indefinite Delivery-Indefinite Quantity Contracts (2003)

(a) Soliciting *Task/Delivery* Order Proposals: When the Government has a requirement for *services/supplies* to be *performed/delivered* under this contract, the Contracting Officer will issue a request for *task/delivery* order proposal either *in writing/by telephone/ electronic* transmission. Each request will include, but not necessarily be limited to, the following:

- 1) Request for proposal number and/or title;
- 2) Contract Number;
- 3) Statement of Work;
- 4) Instructions to Offerors;
- 5) Items to be delivered and delivery *schedule/performance* period; and
- 6) A listing of Government furnished property to be provided to the Contractor, if required.

(b) Urgent Requirements: In the event of an urgent requirement, the Contractor shall provide a written proposal within the timeframe specified by the Contracting Officer in the specified format.

(c) Submission of Proposals: The Contractor's proposal must comply with the Instructions to Offerors included in the request for task order proposal. The Contractor shall have no more than fourteen (14) to submit their proposals, unless:

- 1) A longer timeframe is specified in the request for task order proposal, or
- 2) It is an urgent requirement.

CLAUSES INCORPORATED BY FULL TEXT

5652.225-9000 Logistics Support Privileges (2005)

(a) Logistics support privileges may be authorized for Contractor personnel in overseas areas with prior approval of the overseas component commander. Authorized logistics support privileges will in no event exceed that permitted under the Applicable Status of Forces Agreement (SOFA), or other controlling regulations. Such support may include the following:

- (1) Commissary (includes rationed items)
- (2) AFFES Facility (Military Exchange) (includes rationed items)
- (3) Military Banking Facility
- (4) Military Postal Services – APO (Personal Mail Only)
- (5) Petroleum and Oil Products
- (6) Officer's or UCO/EM Club
- (7) Armed Forces Recreation Facilities
- (8) Class VI (Alcoholic beverages, includes rationed items)
- (9) Customs Exemption
- (10) Legal Assistance
- (11) Local government transportation for official Government business (non-tactical vehicle)
- (12) Local Morale/Welfare Recreation Services
- (13) Mortuary Services
- (14) Transient Billers
- (15) POV (privately-owned vehicle) license/registration

(b) The contractor/contractor personnel shall be responsible for the return of all logistics support items (i.e. ID cards, ration cards, POV tags and registration, POV and GOV operator's licenses, etc.) prior to the departure from an overseas area of operation.

(end of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
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
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	OCT 1997
52.215-21 Alt III	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate III	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
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	APR 2008
52.219-9 Alt II	Small Business Subcontracting Plan (Apr 2008) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003

52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts	DEC 2007
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
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
52.229-8	Taxes--Foreign Cost-Reimbursement Contracts	MAR 1990
52.230-2	Cost Accounting Standards	OCT 2008
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2008
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-25 Alt I	Prompt Payment (Oct 2008) 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
52.233-4	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
52.237-8	Restriction on Severance Payments to Foreign Nationals	AUG 2003
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2	Subcontracts	JUN 2007
52.244-2 Alt I	Subcontracts (Jun 2007) - Alternate I	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996

52.244-6	Subcontracts for Commercial Items	DEC 2008
52.245-9	Use And Charges	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-25	Government Furnished Equipment With or Without Operators	APR 1984
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.247-68	Report of Shipment (REPSHIP)	FEB 2006
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
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 2008
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7006	Billing Instructions	OCT 2005
252.204-7009	Requirements Regarding Potential Access to Export-Controlled Items	JUL 2008
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
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.212-7001 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Deviation)	NOV 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7004	Excessive Pass-Through Charges	MAY 2008
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Contract Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 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
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.228-7003	Capture and Detention	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.235-7003	Frequency Authorization	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)	JAN 2007
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	DEC 1991
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023 Alt I	Transportation of Supplies by Sea(May 2002) Alternate I	MAR 2000
252.251-7000	Ordering From Government Supply Sources	NOV 2004

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52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Contract Award through Five (5) Years from Contract Award if All Option Years are Exercised.

(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 \$50,000, 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 \$40,000,000.00;

(2) Any order for a combination of items in excess of \$45,000,000.00; or

(3) A series of orders from the same ordering office within thirty (30) 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 five (5) 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 18 months beyond the expiration of the contract ordering period, including any extensions thereto.

(End of clause)

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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 10 days prior to the expiration of the immediately preceding base period or option period.

(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 ten (10) calendar days prior to end of base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least fifteen (15) 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 five (5) years for ordering. Properly issued orders must be completed within 18 months following the end of the fifth year as specified in the Indefinite Quantity clause.

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
 - (ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (c) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code 541330 - assigned to contract number H92222-09-D-0015.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 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.

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

(End of clause)

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

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

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

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

Notice to Employees

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

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

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

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

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

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

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

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

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

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

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

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

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

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

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

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

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

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

(End of clause)

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52.232-22 LIMITATION OF FUNDS (APR 1984)

APPLICABLE WHEN SPECIFIED IN INDIVIDUAL ORDERS.

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another

agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(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 10 calendar days 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 thirty (30) 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.

(c) 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.acquisition.gov/far/

(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 DFARS 252.212-7001 (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) 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--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) 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 to the Contracting Officer.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

(a) Contractor employees cleared for access to Top Secret (TS), Special Access Program (SAP), or Sensitive Compartmented Information (SCI) shall attest orally that they will conform to the conditions and responsibilities imposed by law or regulation on those granted access. Reading aloud the first paragraph of Standard Form 312, Classified Information Nondisclosure Agreement, in the presence of a person designated by the Contractor for this purpose, and a witness, will satisfy this requirement. Contractor employees currently cleared for access to TS, SAP, or SCI may attest orally to their security responsibilities when being briefed into a new program or during their annual refresher briefing. There is no requirement to retain a separate record of the oral attestation.

(b) If an employee refuses to attest orally to security responsibilities, the Contractor shall deny the employee access to classified information and shall submit a report to the Contractor's security activity.

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (MAR 2008)

(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.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(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; or

(iii) Other military operations or military exercises, when 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. Except as otherwise provided in the contract, 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 only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(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 designated operational area are authorized to receive 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 designated operational area 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 designated operational area. 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. However, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(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 designated operational area 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, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(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 war crime 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) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(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 designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(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 contract. 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 designated operational area 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 Government Site Representative 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 ammunition 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 designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area 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; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

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

APPLICABLE WHEN SPECIFIED IN INDIVIDUAL ORDERS.

(NOTE: FILL-INS WILL BE PROVIDED IN APPLICABLE ORDERS.)

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

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

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninetv (90) days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed

upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

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

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

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

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

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

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

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

On execution of contract \$TBD

(month) (day), (year) \$--- TBD

(month) (day), (year) \$--- TBD

(month) (day), (year) \$--- TBD
(End of clause)

The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as part of this contract. Except as specified herein, 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 in Section I. In the event the Contractor effects any change at the direction of any person other the Contracting Officer, 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 cost incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Dianne C. Ohlandt, 7701 Tampa Point Blvd, MacDill AFB, FL 33621-5323, 813-826-1065.

(end of clause)

5652.204-9002 Instructions for the Use of Electronic Contracts (2000)

In accordance with DoD policy, this solicitation and the resulting contract will be executed and documented through electronic means. As a result, the use of the terms "documented," "copy," "printed," "in writing," or "written" within this document shall refer to all electronically transmitted documents that will become part of the electronic contract file and an official government record. Any reference to official signatures and signed documents shall refer to electronic signatures. Whenever an electronic signature is used it shall have to full force and effect as a handwritten signature.

(end of clause)

5652.204-9003 Disclosure of Unclassified Information (2007)

a. On September 21, 2001, the Department of Defense designated Headquarters US Special Operations Command (USSOCOM) a sensitive unit, as defined by Title 10 United States Code (USC) Section 130b (10 USC 130b). In keeping with this designation, unclassified information related to USSOCOM military technology acquisitions managed by USSOCOM or any of its component commands, will be designated Controlled Unclassified Information (CUI). As such, the contractor hereby unequivocally agrees that it shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document, contractor's external website, newspaper, magazine, journal, corporate annual report, etc.), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval. Furthermore, any release of information which associates USSOCOM, Special Operation Forces (SOF), or any component command with an acquisition program, contractor, or this contract is prohibited unless specifically authorized by USSOCOM.

b. Request 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 the request to the Contracting Officer at least 45 days before the propose date for release for approval. No release of any restricted information shall be made without specific written authorization by the Contracting Office.

c. The Contractor shall include a similar requirement in each subcontract under this contract. Subcontractors shall submit request for authorization to release through the prime contractor to the Contracting Officer.

d. The Contractor further understands that Title 18 USC Section 701 specifically prohibits the use of the USSOCOM emblem or logo in any medium (e.g., corporate website, marketing brochure, news paper, magazine, etc.) unless

authorized in writing by USSOCOM. Forward any request to use the USSOCOM emblem or logo through the Contracting Officer.

(end of clause)

5652.216-9005 Government Down Time for Various Reasons (2005)

From time to time Government installations may be closed in response to an unforeseen emergency or similar occurrence, or by order of the President, Secretary of Defense, or installation commander. Designated emergencies include, but are not limited to, adverse weather such as snow or flood, an act of God such as a tornado or earthquake, acts of war or terrorism, computer failures, or a base disaster such as a natural gas leak or fire.

(a) Under such designated emergencies or other ordered base closures, contractor personnel will not be allowed on the Government installation unless specifically approved by the Contracting Officer in accordance with installation policies and procedures. If an emergency requiring installation closure occurs while contractor personnel are on the installation, contractor personnel shall promptly secure all government furnished property appropriately and evacuate in an expedient but safe manner unless otherwise directed by the Contracting Officer.

(b) If the installation closure causes a delay in the work required by the contract, the Government may:

- (i) grant a time extension in each task order delayed by the closure equal to the time of the closure, subject to the availability of funds.
- (ii) terminate the work or a portion of the work.
- (iii) reschedule the work on any day satisfactory to both parties.
- (iv) permit the contractor to perform at an off-site location during the period of installation closure if meaningful work can be accomplished. Contractor shall certify to the government by letter within 5 business days of returning to work the nature and scope of the work completed off-site. There shall be no adjustment to the contract labor rates for work performed off the installation.
- (v) require that the Contractor continue on-site performance during the installation closure period in accordance with installation procedures.

(end of clause)

5652.231-9001 Allowable Travel Costs (2005)

(a) Pursuant to Public Law 99-234, reasonable and allowable Contractor costs for transportation associated with the performance of this contract may be reimbursed upon mileage, rates, actual costs, or a combination thereof, lodging, meals and incidental expenses may be based upon per diem, actual expense, or a combination thereof, provided that the method used results in a reasonable charge. The cost above shall be determined reasonable and allowable to the extent that they do not exceed, on a daily basis, the maximum per diem rate in effect at the time of travel as set forth in:

- (1) Federal 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, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402, Stock No. 906-010-000000-1; or at

http://www.gsa.gov/Portal/gsa/ep/contentView.do?P=MTT&contentId=13265&contentType=GSA_BASIC in electronic format.

(2) Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowance for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in (a)(1) of this clause, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402, Stock No. 744-008-000000-0; or at <http://www.state.gov/m/a/als/prdm/2002/9892.htm> in electronic format

(b) Cited Federal Regulations are not incorporated in their entirety. Only sections defining lodging, meals and incidental expenses and those sections dealing with special or unusual situations and setting forth maximum per diem rates are incorporated herein.

(end of clause)

5652.233-9000 Independent Review of Agency Protests (2005)

All protests shall be submitted through the Contracting Officer. A request for an independent review of the protest decision may be made to the Director of Procurement. Submit request in accordance with FAR 33.104(d)(4) to: United States Special Operations Command Directorate of Procurement, Chief, (SOAL-KM), 7701 Tampa Point Blvd., MacDill AFB, FL 33621, Fax (813) 828-7504.

(end of clause)

5652.237-9000 Contractor Personnel Changes (1998)

(a) The contractor shall have the right to remove his personnel assigned to perform the tasks hereunder and to substitute other qualified personnel provided that the Contracting Officer is notified of such removal and replacement. The contractor shall notify the Contracting Officer prior to such change, giving the new employee's name, security clearance and technical qualifications.

(b) Any removals or replacements for the convenience of the contractor shall be at no additional cost to the Government. Cost to be borne by the contractor include but are not limited to time of travel, travel and training costs for replacement personnel.

(c) Removals or replacements of contractor personnel shall be considered for the convenience of the contractor except when such removal is for:

- (1) employees removed as a result of cancellation or completion of the contract,
- (2) employees replaced due to death or incapacitating illness or injury,
- (3) or employees removed or replaced at the Government's request.

(d) If any employee removes him/herself from the employ of the contractor, such removal will be at no additional cost to the Government.

(end of clause)

5652.237-9001 Key Personnel Requirements (2003)

(a) Certain experienced professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. Such personnel are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the proposal. The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with the following:

1) If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall, subject to the concurrence of the Contracting Officer or an authorized representative, promptly replace personnel with personnel of equal ability and qualifications.

2) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute, and any other information requested by the Contracting Officer. The Contracting Officer shall promptly notify the contractor of approval or disapproval in writing.

(b) If the Contracting Officer determines that suitable and timely replacement of Key Personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair successful completion of the contract, the Contracting Officer may terminate the contract for default or for the convenience of the Government, as appropriate, or make an equitable adjustment to the contract to compensate the Government for any resultant delay, loss or damage.

(c) The follow positions are identified as Key Personnel:

Contract Program Manager

Site Mission Commander / Site Lead Project Manager

(end of clause)

5652.239-9000 Privacy or Security Safeguards. (2000)

(a) The details of any privacy or security safeguards that may be revealed to the contractor by the Government in the course of performance under this contract shall not be published or disclosed in any manner without the Contracting Officer's express written consent.

(b) The Government shall be afforded full, free, and uninhibited access to all facilities, installations, technical capabilities, operations, documentation, records, and data bases for the purpose of carrying out a program of inspection to ensure continued efficacy and efficiency of safeguards against threats and hazards to data security, integrity, and confidentiality.

(c) If either the Government or the contractor discovers new or unanticipated threats or hazards, or if existing safeguards have ceased to function, then a mutual agreement shall then be reached on the changes or corrections to existing safeguards or institution of new safeguards, with final determination of appropriateness to be determined by the Government. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, unless the ineffectiveness of existing safeguards is due to the fault of the contractor in which case the Government is not liable for any equitable adjustment.

(d) The Government shall not be liable for claims of loss of business, damage to reputation, or damages of any other kind arising from the discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.

(c) The contractor agrees to incorporate this clause in all subcontracts at all tiers.

(end of clause)

5652.245-9001 Schedule of Government-Furnished Material (2001)

The Government will furnish material in accordance with the Government Furnished Property clause of the contract for use in the performance of this contract. A list of the materials to be supplied is located in Attachment A of the Performance Work Statement. The contractor will requisition required materials in accordance with the procedures outlined in the Individual Task Orders.

(end of clause)

5652.252-9000 Notice of Incorporation of Section K (1998)

Section K, Certifications and Representations, of the solicitation will not be distributed with the contract; however, Section K is hereby incorporated by reference.

(end of clause)

52.232-20 LIMITATION OF COST
(APPLICABLE WHEN SPECIFIED IN INDIVIDUAL ORDERS.)

52.232-20 LIMITATION OF COST (APR 1984)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that--

(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of clause)

52.245-1

52.245-1 GOVERNMENT PROPERTY (JUNE 2007) ALTERNATE I (JUNE 2007)

(ALTERNATE I applies to Firm Fixed Price CLINs awarded without submission of cost or pricing data.)

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

Acquisition cost means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

Cannibalize means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means--

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

See DARS Tracking Number 2007-00012. The term Plant equipment is no longer used in DoD. Plant equipment as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Surplus property means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management. (1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property. (1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished

property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time--

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(c) Title to Government property. (1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts. (i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property)", are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon--

- (1) Issuance of the material for use in contract performance;
- (2) Commencement of processing of the material or its use in contract performance; or
- (3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts. (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

- (A) Issuance of the property for use in contract performance;
- (B) Commencement of processing of the property for use in contract performance; or
- (C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property"), are subject to the provisions of this clause.

(f) Contractor plans and systems. (1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

- (2) Quantity received (or fabricated), issued, and balance-on-hand.
- (3) Unit acquisition cost.
- (4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).
- (5) Unit of measure.
- (6) Accountable contract number or equivalent code designation.
- (7) Location.
- (8) Disposition.
- (9) Posting reference and date of transaction.
- (10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control. (A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

- (1) Date of incident (if known).
- (2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).
- (3) Quantity.
- (4) Unique Item Identifier (if available).
- (5) Accountable Contract number.

- (6) A statement indicating current or future need.
- (7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.
- (8) All known interests in commingled property of which the Government property is a part.
- (9) Cause and corrective action taken or to be taken to prevent recurrence.
- (10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.
- (11) Copies of all supporting documentation.
- (12) Last known location.
- (13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.
- (vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is--
- (A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;
- (B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or
- (C) Disposed of in accordance with paragraphs (j) and (k) of this clause.
- (viii) Utilizing Government property. (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.
- (B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.
- (ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.
- (x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.
- (2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.
- (3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis. (1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h)(1) The Contractor assumes the risk of, and shall be responsible for, any loss, damage, destruction, or theft of Government property upon its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause. (i) Contractor with an approved scrap procedure. (A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that--

(1) Requires demilitarization;

2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements. (i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority--

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) Inventory disposal schedules. (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--

- (A) Special test equipment with commercial components;
 - (B) Special test equipment without commercial components;
 - (C) Printing equipment;
 - (D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);
 - (E) Precious metals;
 - (F) Nonnuclear hazardous materials or hazardous wastes; or
 - (G) Nuclear materials or nuclear wastes.
- (iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.
- (4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--
- (i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;
 - (ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or
 - (iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.
- (5) Corrections. The Plant Clearance Officer may--
- (i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and
 - (ii) Require the Contractor to correct an inventory disposal schedule.
- (6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.
- (7) Storage. (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.
- (ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions. (i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property. (1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of Clause)

252.215-7004 ALT I

252.215-7004 EXCESSIVE PASS-THROUGH CHARGES (MAY 2008) ALTERNATE I (MAY 2008)

(ALTERNATE I is applicable when specified in individual orders.)

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

Added value means that the Contractor performs subcontract management functions that the Contracting Officer determines are a benefit to the Government (e.g., processing orders of parts or services, maintaining inventory, reducing delivery lead times, managing multiple sources for contract requirements, coordinating deliveries, performing quality assurance functions).

Excessive pass-through charge, with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect

costs or profit on work performed by a subcontractor (other than charges for the costs of managing subcontracts and applicable indirect costs and profit based on such costs).

No or negligible value means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added value to the contract or subcontract in accomplishing the work performed under the contract (including task or delivery orders).

Subcontract means any contract, as defined in section 2.101 of the Federal Acquisition Regulation, entered into by a subcontractor to furnish supplies or services for performance of the contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for the Contractor or another subcontractor.

(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer has determined that there will be no excessive pass-through charges, provided the Contractor performs the disclosed value-added functions.

(c) Required reporting of performance of work by the Contractor or a subcontractor. The Contractor shall notify the Contracting Officer in writing if--

(1) The Contractor changes the amount of subcontract effort after award such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order. The notification shall identify the revised cost of the subcontract effort and shall include verification that the Contractor will provide added value; or

(2) Any subcontractor changes the amount of lower-tier subcontractor effort after award such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract. The notification shall identify the revised cost of the subcontract effort and shall include verification that the subcontractor will provide added value as related to the work to be performed by the lower-tier subcontractor(s).

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

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

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

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

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

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

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

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

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

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	ATTACHMENT 1 B- TABLE RATES	1	03-APR-2009
Attachment 2	ATTACHMENT 2 DD254 FINAL	3	27-APR-2009
Attachment 3	ATTACHMENT 3 DD254 FOUO	2	17-APR-2009
Attachment 4	ATTACHMENT 4 SCI ADDM	2	20-APR-2009
Attachment 5	ATTACHMENT 5 MEUAS GLOSSARY	3	15-JAN-2009
Attachment 6	ATTACH 6 SUBCONTRACT PLAN (REF ONLY)	12	30-MAR-2009
Attachment 7	EXHIBIT A DD1423-1 A001-005	5	17-FEB-2009
Attachment 8	EXHIBIT B DD1423-1 B001	3	12-JAN-2009

B-TABLE FOR CLINS 0005, 1005, 2005, 3005, 4005

Labor Category	(b)(4)
Base Period	
(b)(4)	
Option One – CLIN 1005	
(b)(4)	
Option Two – CLIN 2005	
(b)(4)	
Option Three – CLIN 3005	
(b)(4)	
Option Four – CLIN 4005	
(b)(4)	

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>		1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED Top Secret b. LEVEL OF SAFEGUARDING REQUIRED None	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)		3. THIS SPECIFICATION IS: (X and complete as applicable)	
<input checked="" type="checkbox"/> a. PRIME CONTRACT NUMBER H92222-09-D-0015	<input checked="" type="checkbox"/> a. ORIGINAL (Complete date in all cases) Date (YYYYMMDD) 20090427	<input type="checkbox"/> b. SUBCONTRACT NUMBER	<input type="checkbox"/> b. REVISED (Supersedes all previous specs) Revision No. NA
<input type="checkbox"/> c. SOLICITATION OR OTHER NUMBER	DUE DATE (YYYYMMDD)	<input type="checkbox"/> c. FINAL (Complete Item 5 in all cases)	Date (YYYYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>if YES, complete the following</i> Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract			
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>if Yes, complete the following:</i> In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____			
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)			
a. NAME, ADDRESS, AND ZIP CODE The McDonnell Douglas Company, DBA The Boeing Company J. S. McDonnell Blvd. & Airport Road Building 100 Saint Louis, MO 63134	b. CAGE CODE 28980	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) Defense Security Service (S21SL) 11132 South Towne Square, Suite 205 St. Louis, MO 63123-7818	
7. SUBCONTRACTOR			
a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
8. ACTUAL PERFORMANCE			
a. LOCATION SEE ITEM 13	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Provide Mid-Endurance Unmanned Aircraft System ISR Services for world-wide, 24 hours per day, seven days per week intelligence gathering, target surveillance, and reconnaissance (ISR). Period of Performance: 30 April 2009 – 30 April 2010			
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
YES NO	YES NO	YES NO	YES NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	b. RESTRICTED DATA <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	b. RECEIVE CLASSIFIED DOCUMENTS ONLY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	d. FORMERLY RESTRICTED DATA <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
e. INTELLIGENCE INFORMATION <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	e. PERFORM SERVICES ONLY <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	(1) Sensitive Compartmented Information (SCI) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
(2) Non-SCI <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	f. SPECIAL ACCESS INFORMATION <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	h. REQUIRE A COMSEC ACCOUNT <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
g. NATO INFORMATION <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	i. HAVE TEMPEST REQUIREMENTS <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	h. FOREIGN GOVERNMENT INFORMATION <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
i. LIMITED DISSEMINATION INFORMATION <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	j. FOR OFFICIAL USE ONLY INFORMATION WILL BE HANDLED IAW DOD 5400.7-R <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	l. OTHER (Specify) Access to all USSOCOM facilities requires contractors to possess a minimum of c secret clearance. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
k. OTHER (Specify) FP/ACCM NIPRNET/SIPRNET access required at government facilities only. <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			

12. **PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

Direct Through (Specify)

Requests must be forwarded through the certifying official (block 16), USSOCOM Office of Public Affairs (SOCS-PA), and the Contracting Officer.

To the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review

* In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency

13. **SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance, or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes. The contractor may also challenge guidance or the classification assigned to any information or material furnished or generated under this contract; and may submit questions for interpretation of the guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

While performing duties within HQ USSOCOM, JSOC, AFSOC, NSWC, NSWG2, MARSOC, or USASOC owned and operated facilities, the contractor must also adhere to all service/component command/local security directives, regulations, and standard operating procedures at different contract performance locations. The Program Manager listed in block 16 will provide a copy of all applicable security directives for this contract. Appropriate local service/component command security directives, regulations, and standard operating procedures will be provided by the requiring agency (normally through the Performance Monitor or component command COR). Upon completion or termination of the classified contract, or sooner when the purpose of the release has been served, the contractor will return all classified information (furnished or generated to the source from which received unless retention or other disposition instructions are authorized in writing by the USSOCOM Government Contracting Agency/Activity. Furthermore, the contractor will account for and return to the appropriate issuing office, all identification badges and/or entry passes/vehicle decals issued to contractor personnel upon completion or termination of the classified contract, termination of employment, or suspension of classified clearance or access of any contractor employee.

Item 8 Continued:

a. Afghanistan AOR

b. N/A

c. HQ CJSOTF/SSO

Bagram Airfield, Afghanistan
APO, AE 09354

a. Iraq AOR

b. N/A

c. CJSOTF-AP

Security Manager
MNF-I STRATOPS C2 FWD
APO AE 09316

Ref 10a: COMSEC security requirements apply. Contractors must forward requests for COMSEC material/information to the appropriate COMSEC officer through the Program Office. The Contractor is governed by DoD 5220.22-NISPM. Access to COMSEC material by personnel is restricted to U.S. citizens holding final U.S. Government clearances. Such information is not releasable to personnel holding only reciprocal clearances. The government Program/Project Manager shall designate the number of personnel requiring cryptographic access. The number will be limited to the minimum necessary and will be on a strict need-to-know basis. Additional COMSEC requirements may be required at non USSOCOM locations/facilities (based on service/command requirements). The Performance Monitor or component command COR at these locations will provide specific information.

- Subcontracting of COMSEC material by a contractor requires prior approval of the contracting activity.
- Access to COMSEC material requires special briefings.
- Access to classified COMSEC material requires a final U.S. Government clearance at the appropriate level.
- Access to COMSEC material may require contractor to complete a counterintelligence (CI) scope polygraph examination.

Ref 10e (1): See SCI Addendum

Ref 10 j: FOUO information provided under this contract shall be safeguarded as specified in Attachment, Protecting For Official Use Only (FOUO) information.

Ref 10k: ACCM information is governed by DoD 5200.1-R, "Information Security Program," Chapter 6, Section 8, "Alternative Compensatory Control Measures (ACCM)," and OSD/C3I Memorandum, 18 April 2003, "Revised Alternative Compensatory Control Measures (ACCM) Guidance"; Focal Point Program information is governed by CJCS Manual 3213.02B, "Focal Point Program Procedures", and supporting documentation for each Focal Point sub-system, including security classification guides, program security plans, and governing directives. Inspections of ACCM information in USSOCOM and/or each Military Service Component (AFSOC, NSWC, NSWG2, USASOC, and MARSOC) facilities are under the auspices of the respective Command or Component FPPCO. Additional ACCM requirements may be required at non USSOCOM locations/facilities (based on service/command requirements). The Performance Monitor or component command COR at these locations/facilities will provide specific information.

Ref 11a: Contractor performance is restricted to government facilities within the Iraq and Afghanistan AOR's. Government agency or activity will provide security classification guidance for performance of this contract. Submit visit request to COR and/or Security Management Office for need-to-know verification.

Ref 11f: Contract will be performed at various locations world-wide to provide required support in the Iraq and Afghanistan theaters..

(b)(6)

Reviewed/Approved

(b)(3)(10USC§130b), (b)(6)

17 Apr 09

14. **ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. YES NO
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement, which identifies the additional requirements. Provide a copy of the requirements to the Cognizant Security Office. Use Item 13 if additional space is needed.)

While performing at Military Service/Component Command (USSOCOM, JSOC, AFSOC, NSWC, NSWG2, MARSOC, or USASOC) owned and/or operated locations/facilities, the contractor will adhere to the respective Military Service/Component Command: Information Security Program, ADP and DoDIIS Programs, Physical Security Program, Industrial Security Program, and SCI/SAP Program (if applicable). Appropriate local service/component command security directives, regulations, and standard operating procedures will be provided by the requiring agency (normally through the Performance Monitor or component command COR) at these locations/facilities. Prior approval of the contracting activity is required for subcontracting. Access to intelligence information requires special briefings and a U.S. Government clearance at the appropriate level.

Training Requirement: Contractors performing on this contract at military installations are required to conduct command and unit specific security training (OPSEC, EMSHC, Au/FP, Etc.). This training will be provided by the responsible military organization.

IA requirements: Specific Information Assurance requirements may be mandated and are authorized by the responsible command/unit where primary performance location is identified.

15. **INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the Cognizant Security Office. YES NO
(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)
Defense Security Service is relieved of inspection responsibility within USSOCOM and/or each Military Service Component (JSOC, AFSOC, NSWC, NSWG2, MARSOC, and USASOC) owned and operated locations/facilities. Classified contract activities and performance at each Military Service's locations/facilities are governed by applicable service/component command/local security directives, regulations, and standard operating procedures and are the responsibility of the respective Security Officers. Collateral contractor classified operations conducted within military installations/facilities will be under the Security Cognizance of the services respective Security Management Office. If applicable, SCI/SAP/ACCM portions of the contract fall under the purview of the location/facility SSO/SAPCO/FPCO. Additional SCI/SAP/ACCM requirements/responsibilities may exist at different contract performance locations. The Performance Monitor or component command COR at these locations/facilities will provide specific information.

16. **CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

(b)(3)(10USC§130b), (b)(6)

b. TITLE

MEUAS Program Manager

c. TELEPHONE (include Area Code)

(b)(6)

d. ADDRESS (Include Zip Code)

SOAL FW UAS

Attn: (b)(3)(10USC§130b), (b)(6)

7701 Tampa Point Blvd, MacDill AFB, FL 33621-5323

e. SIGNATURE

(b)(6)

17. REQUIRED DISTRIBUTION

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY USSOCOM SSO

PROTECTING "FOR OFFICIAL USE ONLY" (FOUO) INFORMATION

1. GENERAL:

- a. The "For Official Use Only" (FOUO) marking is assigned to information at the time of its creation in a DoD User Agency. It is not authorized as a substitute for a security classification marking but is used on official government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act (FOI A).
- b. Other non-security markings, such as "Limited Official Use" and "Official Use Only" are used by non-DoD User Agencies for the same type of information and should be safeguarded and handled in accordance with instruction received from such agencies to the extent that such may be withheld from the public under exemptions 2 through 9 of the FOIA and marked in accordance with 2.c below. As used herein, "FOUO" markings shall only be applied to information described in 5 USC § 552(b), and shall also indicate the applicable FOIA Exemption. Contractor shall apply this Attachment 4A in a manner consistent with its policies implementing Section 15 of the Federal Advisory Committee Act, 5 USC App. § 15 (1997).
- c. Use of the above markings does not mean that the information cannot be released to the public under FOIA, only that it must be reviewed by the Government prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions of it.

2. MARKINGS:

- a. An unclassified document containing FOUO information will be marked "For Official Use Only" at the bottom of the front cover (if any), on the first page, on each page containing FOUO information, on the back page, and on the outside of the back cover (if any). No portion markings will be shown.
- b. Within a classified document, an individual page that contains both FOUO and classified information will be marked at the top and bottom with the highest security classification of information appearing on the page. If an individual portion contains FOUO information but no classified information, the portion will be marked, "FOUO."
- c. Any "For Official Use Only" information released to a contractor by a DoD User Agency is required to be marked with the following statement prior to transfer.

"This document contains information EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FOIA. Exemptions apply."

- d. Removal of the "For Official Use Only" marking can only be accomplished by the originator or other competent authority. When the "For Official Use Only" status is terminated, all known holders will be notified to the extent practical.

3. DISSEMINATION: Contractors may disseminate "For Official Use Only" information to their employees and subcontractors who have a need for the information in connection with a classified contract. Contractors must ensure employees and subcontractors are aware of the special handling instructions detailed below.

4. STORAGE: During working hours, "For Official Use Only" information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information. During nonworking hours, the information shall be stored to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks, is adequate when internal building security is provided during nonworking hours. When such internal security control is not exercised, locked buildings or rooms will provide adequate after-hours protection or the material can be stored in locked receptacles such as file cabinets, desks, or bookcases.

5. TRANSMISSION: "For Official Use Only" information may be sent via first-class mail or parcel post. Bulky shipments may be sent by fourth-class mail. DoD components, officials of DoD components, and authorized DoD contractors, consultants, and grantees send FOUO information to each other to conduct official DoD business. Tell recipients the status of such information, and send the material in a way that prevents unauthorized public disclosure. Make sure documents that transmit FOUO material call attention to any FOUO attachments. Normally, you may send FOUO records over facsimile equipment. To prevent unauthorized disclosure, consider attaching special cover sheets, the location of sending and receiving machines, and whether authorized personnel are around to receive FOUO information. FOUO information may be passed to officials in other departments and agencies of the executive and judicial branches to fulfill a government function. Mark the records "For Official Use Only" and tell the recipient the information is exempt from public disclosure under the FOIA and requires special handling. Electronic transmission of FOUO information, e.g., voice, data or facsimile, and e-mail, shall be by approved secure communications systems or systems utilizing other protective measures such as Public Key Infrastructure (PKI), whenever practical.

6. DISPOSITION: When no longer needed, FOUO information must be shredded.

7. UNAUTHORIZED DISCLOSURE: Unauthorized disclosure of "For Official Use Only" information does not constitute a security violation but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions and disciplinary action may be taken against those responsible.

SCI ADDENDUM for MEUAS DD Form 254

This supplement applies to:

Prime Contract Number: H92222-09-D-0015

Delivery/Task Order Number: N/A

Subcontract Number: N/A

Expiration Date: 30 Apr 10

The following controls will apply to Sensitive Compartmented Information (SCI) provided under this contract.

1. **Item 10e (2):** Security clearances for contractors working within SCIF spaces must be adjudicated meeting Intelligence Community Policy Guidance (ICPG) 704.1, 704.2, 704.3, 704.4, 704.5 eligibility requirements. Prior approval of the contracting activity is required for sub-contracting. Access to intelligence information requires special briefings and a final U.S. Government clearance at the appropriate level.¹

2. **Item 13:** Department of Defense (DoD) 5105.21-M-1, Intelligence Community Policy Guidance (ICPG) 704.1, 704.2, 704.3, 704.4, 704.5 and Director Central Intelligence Directive (DCID) 6/9, and Headquarters, United States Special Operations Command (HQ USSOCOM) 380-6, provide the necessary guidance for physical and information security measures and are part of the SCI security specifications for the contract.

3. **Item 13:** Inquiries pertaining to classification guidance will be directed to the responsible USSOCOM contract monitor (b)(3)(1)USC§130b; (b)(6) [REDACTED].

4. **Item 13:** All SCI furnished to the contractor in support of this contract / delivery / task order remains the property of the DoD or the agency or command that releases the information. Upon termination of the contract, all furnished SCI will be returned to the HQ USSOCOM Special Security Office (SSO) or the prime contractor.

5. **Item 14:** This **contract** / delivery / task order requires that **8** contract billets be established in order to fulfill the contractual obligations incurred. Access will be granted by the government agency. Upon completion or cancellation of the contract, the Contractor SSO (CSSO) will debrief or notify the HQ USSOCOM SSO to debrief all personnel not required for contract closeout and those billets will be disestablished.

6. **Item 14:** Names of contractor personnel requiring access to SCI and justification for SCI billets will be submitted to HQ USSOCOM SSO after contract monitor coordination. Billet justifications will include the contract statement of work. If a Single-Scope Background (SSBI) Investigation has not been completed upon approval of billets by the HQ USSOCOM SSO, the CSSO will submit necessary forms to the Defense Industrial Security Clearance Office (DISCO) for an SSBI. An SSBI and access to SCI will comply with the National Industrial Security Program Manual. Upon completion of the SSBI, a nomination for SCI access will be submitted to HQ USSOCOM SSO.

7. **Item 14:** The CSSO will advise HQ USSOCOM SSO, through the contract monitor, upon reassignment of personnel to other duties not associated with this contract.

1

8. **Item 14:** The CSSO must coordinate with the SCI contract monitor before subcontracting any portion of SCI efforts involved in the contract. A separate DD Form 254 for the subcontractor will be processed and a copy provided to HQ USSOCOM SSO.

9. **Item 14:** The contractor will not use references to SCI access, even by unclassified acronyms, in advertisements, promotional efforts, or recruitment of employees.

10. **Item 14:**

-- All SCI work will be performed in approved SCIFs with the Afghanistan and Iraq theater of operations.

11. Item 15: HQ USSOCOM SSO has exclusive security responsibility for all SCI released to the contractor or developed under this contract. DIA has delegated to the Defense Security Service authority for all inspections of the contractor to ensure compliance with SCI directives, regulations, and instructions.

12. In accordance with DIA Manual 50-5, the following activity is designated User Agency Special Security Office for SCI requirements:

HQ USSOCOM
Special Security Office
7701 Tampa Point Boulevard
MacDill AFB, Florida 33621-5323
Telephone: DSN 299-3631
Commercial (813) 828-3631

Mid-Endurance Unmanned Aircraft System (MEUAS) Acronym Glossary

ACO	Administrative Contracting Officer
AGL	Above Ground Level
AOR	Area of Responsibility
ARCENT	U.S. Army, Central Command
ATC	Air Traffic Control
AV	Air Vehicle
BMI	Body Mass Index
CENTAF	U.S. Air Force, Central Command
CO	Combatant Commander / Commanding Officer
CDRL	Contract Data Requirements List
CD-ROM	Compact Disc-Read Only Memory
CENTCOM	United States Central Command
CFC	Combined Forces Command
CFE	Contractor Furnished Equipment
CLINs	Contract Line Item Numbers
CONUS	Continental United States
COR	Contracting Officer Representative
CPAR	Contractor Performance Assessment Report
CPT	Battle Captain
CRC	CONUS Replacement Center
CSSR	Commercial Summary Subcontracting Report
C4I	Command, Control, Communications and Computers
C4ISR	Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance
DCMA	Defense Contract Management Agency
DFARS	Defense Federal Acquisition Regulation Supplement
DoD	Department of Defense
DoDI	Department of Defense Instruction
DTED	Digital Terrain Elevation Data
DVD	Data Versatile Disc
EO	Electro-Optical
EST	Eastern Standard Time
F	Fahrenheit
FAR	Federal Acquisition Regulation
FAX	Facsimile (machine)
FOV	Field of View
FRAGO	Fragmentary Order
GCS	Ground Control Station
GFE	Government Furnished Equipment
GSR	Government Site Representative
GWOT	Global War on Terrorism
IAW	In Accordance With
IDIQ	Indefinite Delivery/Indefinite Quantity
IR	Infrared

ISR	Intelligence, Surveillance and Reconnaissance
JCCI/A	Joint Contracting Command Iraq / Afghanistan
JOC	Joint Operations Center
LIDAR	Light Detection and Ranging
LOL	Loss of Link
LOS	Line of Sight
LWIR	Long Wavelength Infrared
MAINT	Maintenance Status
MEUAS	Mid-Endurance Unmanned Aircraft System
MIL-STD	U.S. Military Standards
mIRC	Internet Relay Chat
MISP	Motion Imagery Standards Profile
MSL	Mean Sea Level
MWIR	Medium Wavelength Infrared
NDA	Non-Disclosure Agreement
NIPRNET	Non-Classified Internet Protocol Router Network
NM	Nautical Mile
NSA	National Security Agency
NTSC	National Television Steering Committee
NOTAMS	Notices to Airman
OCONUS	Outside the Continental United States
OUSD(C)	Office of the Undersecretary of Defense for Contracting
PCO	Procuring Contracting Officer
PED	Processing, Exploitation and Dissemination
PERSTAT	Personnel Status
PGI	Procedures, Guidance and Information
PM	Program Manager
POC	Point of Contact
QA	Quality Assurance
FFP	Firm Fixed Price
RFP	Request for Proposal
RVT	Remote Video Terminal
SCI	Sensitive Compartmentalized Information
SF	Standard Form
SIPRNET	Secret Internet Protocol Router Network
SITREP	Situation Report
SMC	Site Mission Commander
SOCOM	U.S. Special Operations Command
SOD	Safe On Deck
SOF	Special Operations Forces
SOFARS	United States Special Operations Command Federal Acquisition Regulations
SOP	Standard Operating Procedures
SPINS	Special Instructions
SPOT	Synchronized Predeployment & Operational Tracker
SWIR	Short Wave Infrared
PCO	Procuring Contracting Officer
PPG	Personal Protection Guide

PPIRS	Past Performance Information Retrieval System
PMP	Program Management Plan
PWS	Performance Work Statement
TAC	Tactical
TEP	Total Evaluated Price
TOC	Tactical Operations Center
UAS	Unmanned Aircraft System
UAV	Unmanned Air Vehicle
US	United States
U.S.C.	United States Code
USCENTCOM	United States Central Command
USSOCOM	United States Special Operations Command
VOIP	Voice Over Internet Protocol

Pages 100 through 111 redacted for the following reasons

(b)(4)

(b)(4), (b)(4)

**CONTRACT DATA REQUIREMENTS LIST
(CDRL)**

FOR

MID-ENDURANCE UNMANNED AIRCRAFT SYSTEM (MEUAS)

H92222-09-R-0011

17 February 2009

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Washington Headquarters Services, Directorate for Information Operation and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0007		B. EXHIBIT A		C. CATEGORY: TDP X TM OTHER																																																																							
D. SYSTEM / ITEM MEUAS ISR Services			E. CONTRACT / PR NO. H92222-09-R-0011		F. CONTRACTOR																																																																						
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM MEUAS Deployment Site Survey Report			3. SUBTITLE Deployment Site Survey Report																																																																							
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-81381			5. CONTRACT REFERENCE PWS Para 3.1.2.		6. REQUIRING OFFICE USSOCOM APEO FW UAS																																																																						
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED C	10. FREQUENCY AR	12. DATE OF FIRST SUBMISSION 30 Days ARO		14. DISTRIBUTION																																																																						
8. APP CODE A	11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION (See 16)																																																																								
16. REMARKS Block 4: Contractor's format acceptable. Block 8: Content approval. Block 12: Submittal will be upon completion of each deployed location site survey. Block 14: Electronic Transmission of data is required as much as practical. Letter only. Send only notification of completion to PCO.			15. TOTAL		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">USSOCOM FW UAS</td> <td>1</td> <td>1</td> <td></td> </tr> <tr> <td colspan="2">SOAL KW (PCO)</td> <td>1</td> <td></td> <td></td> </tr> <tr> <td colspan="2"></td> <td></td> <td></td> <td></td> </tr> </table>	USSOCOM FW UAS		1	1		SOAL KW (PCO)		1																																																														
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			SOAL KW (PCO)		1																																																																						
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM MEUAS Quality Control Plan			3. SUBTITLE Quality Control Plan																																																																						
4. AUTHORITY (Data Acquisition Document No.) DI-QCIC-81379			5. CONTRACT REFERENCE PWS Para 9.		6. REQUIRING OFFICE USSOCOM APEO FW UAS																																																																						
7. DD 250 REQ No	9. DIST STATEMENT REQUIRED D	10. FREQUENCY QTRLY	12. DATE OF FIRST SUBMISSION See BLK 16		14. DISTRIBUTION																																																																						
8. APP CODE A	11. AS OF DATE		13. DATE OF SUBSEQUENT SUBMISSION (See 16) See BLK 16																																																																								
16. REMARKS Block 4: Contractor's format acceptable. Block 10, 12 and 13: Submission will be required NLT 90 days after contract award, then quarterly thereafter. Block 14: Electronic Transmission of data is required as much as practical. The first address in Block 14 is for electronic delivery of unclassified data. The detailed list is for delivery of paper copies where necessary, i.e., classified documents.			15. TOTAL		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">SOAL FW UAS</td> <td>1</td> <td>1</td> <td></td> </tr> <tr> <td colspan="2">SOAL KW (PCO)</td> <td>1</td> <td>1</td> <td></td> </tr> <tr> <td colspan="2">DCMA</td> <td>1</td> <td>1</td> <td></td> </tr> <tr> <td colspan="2"></td> <td></td> <td></td> <td></td> </tr> </table>	SOAL FW UAS		1	1		SOAL KW (PCO)		1	1		DCMA		1	1																																																								
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G. PREPARED BY		H. DATE		I. APPROVED BY (b)(3)(10USC§130b) (b)(6)																																																																							
				J. DATE Feb 09																																																																							

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0007		B. EXHIBIT A		C. CATEGORY: TDP X TM OTHER	
D. SYSTEM / ITEM MEUAS ISR Services			E. CONTRACT / PR NO.		F. CONTRACTOR
1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM MEUAS Personnel Deployment Rotation Schedule		3. SUBTITLE Personnel Deployment Rotation Schedule		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80978		5. CONTRACT REFERENCE PWS Para 3.1.1.		6. REQUIRING OFFICE USSOCOM APEO FW UAS	
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED C	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION 1MAC	14. DISTRIBUTION	
8. APP CODE A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION (See 16)	a. ADDRESSEE	b. COPIES	
16. REMARKS Block 4: Contractor's format acceptable. Block 8: Content approval. Block 12 One month after contract award Block 14: Electronic Transmission of data is required as much as practical. Letter only. Send only notification of completion to PCO.			USSOCOM FW UAS	1	1
			SOAL KW (PCO)	1	
15. TOTAL			2	1	

A. CONTRACT LINE ITEM NO.		B. EXHIBIT		C. CATEGORY: TDP TM OTHER	
D. SYSTEM / ITEM			E. CONTRACT / PR NO.		F. CONTRACTOR
1. DATA ITEM NO.	2. TITLE OF DATA ITEM		3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE		6. REQUIRING OFFICE	
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION	14. DISTRIBUTION	
8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES	
				Draft	Final
				Reg	Repro
15. TOTAL			2	1	

G. PREPARED BY		H. DATE		I. APPROVED BY (b)(3)(10USC§130b) (b)(6)		J. DATE Feb 09	
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

A. CONTRACT LINE ITEM NO.
0006

B. EXHIBIT
B

C. CATEGORY:
TDP TM OTHER

D. SYSTEM/ITEM
MEUAS ISR Services

E. CONTRACT/PR NO.
H92222-09-R-0011

F. CONTRACTOR

16. REMARKS (Continued)

INSTRUCTIONS FOR COMPLETING DD FORM 1423

(See DoD 5010.12-M for detailed instructions.)

FOR GOVERNMENT PERSONNEL

FOR THE CONTRACTOR

Item A. Self-explanatory.

Item B. Self-explanatory.

Item C. Mark (X) appropriate category: TDP - Technical Data Package; TM - Technical Manual; Other - other category of data, such as "Provisioning," "Configuration Management," etc.

Item D. Enter name of system/item being acquired that data will support.

Item E. Self-explanatory (to be filled in after contract award).

Item F. Self-explanatory (to be filled in after contract award).

Item G. Signature of preparer of CDRL.

Item H. Date CDRL was prepared.

Item I. Signature of CDRL approval authority.

Item J. Date CDRL was approved.

Item 1. See DoD FAR Supplement Subpart 4.71 for proper numbering.

Item 2. Enter title as it appears on data acquisition document cited in Item 4.

Item 3. Enter subtitle of data item for further definition of data item (optional entry).

Item 4. Enter Data Item Description (DID) number, military specification number, or military standard number listed in DoD 5010.12-L (AMSDL), or one-time DID number, that defines data content and format requirements.

Item 5. Enter reference to tasking in contract that generates requirement for the data item (e.g., Statement of Work paragraph number).

Item 6. Enter technical office responsible for ensuring adequacy of the data item.

Item 7. Specify requirement for inspection/acceptance of the data item by the Government.

Item 8. Specify requirement for approval of a draft before preparation of the final data item.

Item 9. For technical data, specify requirement for contractor to mark the appropriate distribution statement on the data (ref. DoDD 5230.24).

Item 10. Specify number of times data items are to be delivered.

Item 11. Specify as-of date of data item, when applicable.

Item 12. Specify when first submittal is required.

Item 13. Specify when subsequent submittals are required, when applicable.

Item 14. Enter addressees and number of draft/final copies to be delivered to each addressee. Explain reproducible copies in Item 16.

Item 15. Enter total number of draft/final copies to be delivered.

Item 16. Use for additional/clarifying information for Items 1 through 15. Examples are: Tailoring of documents cited in Item 4; Clarification of submittal dates in Items 12 and 13; Explanation of reproducible copies in Item 14.; Desired medium for delivery of the data item.

Item 17. Specify appropriate price group from one of the following groups of effort in developing estimated prices for each data item listed on the DD Form 1423.

a. Group I. Definition - Data which is not otherwise essential to the contractor's performance of the primary contracted effort (production, development, testing, and administration) but which is required by DD Form 1423.

Estimated Price - Costs to be included under Group I are those applicable to preparing and assembling the data item in conformance with Government requirements, and the administration and other expenses related to reproducing and delivering such data items to the Government.

b. Group II. Definition - Data which is essential to the performance of the primary contracted effort but the contractor is required to perform additional work to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, or quality of the data item.

Estimated Price - Costs to be included under Group II are those incurred over and above the cost of the essential data item without conforming to Government requirements, and the administrative and other expenses related to reproducing and delivering such data item to the Government.

c. Group III. Definition - Data which the contractor must develop for his internal use in performance of the primary contracted effort and does not require any substantial change to conform to Government requirements with regard to depth of content, format, frequency of submittal, preparation, control, and quality of the data item.

Estimated Price - Costs to be included under Group III are the administrative and other expenses related to reproducing and delivering such data item to the Government.

d. Group IV. Definition - Data which is developed by the contractor as part of his normal operating procedures and his effort in supplying these data to the Government is minimal.

Estimated Price - Group IV items should normally be shown on the DD Form 1423 at no cost.

Item 18. For each data item, enter an amount equal to that portion of the total price which is estimated to be attributable to the production or development for the Government of that item of data.

These estimated data prices shall be developed only from those costs which will be incurred as a direct result of the requirement to supply the data, over and above those costs which would otherwise be incurred in performance of the contract if no data were required. The estimated data prices shall not include any amount for rights in data. The Government's right to use the data shall be governed by the pertinent provisions of the contract.