

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 MEETINGS/CONFERENCES, 52.242-9200 (H501) (JUN 1996).

Technical meetings and/or post-award/pre-performance conferences may be necessary to resolve problems and to facilitate understanding of the technical requirements of the contract. Participants at these meetings/conferences shall be members of the contractor's technical staff and technical representatives of the Government. These meetings/conferences shall be scheduled with the agreement and arrangements made between the Contracting Officer (KO), or the KO's representative, and the contractor. Records of these meetings/conferences shall be made by the contractor and approved by the Government. All costs associated with the attendance at these meetings/conferences shall be incidental to the contract and not separately billed.

H.2 CONTRACTOR-ACQUIRED INSURANCE, 52.228-9200 (H508) (JUN 1996).

The contractor shall acquire and thereafter maintain the following kinds of insurance with respect to performance under this contract.

- a. Workmen's compensation insurance, or equivalent coverage, as required or prescribed by law, with minimum employer liability limit of \$100,000 for accidental bodily injury or death, or for occupational disease.
- b. Comprehensive general liability with minimum limits of \$500,000 per occurrence.
- c. Automobile liability with minimum limits of \$200,000 per person and \$500,000 per accident or occurrence for bodily injury and \$20,000 per accident or occurrence of property damage.

The contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained in accordance with FAR 52.228-5, Insurance - Work on a Government Installation, contained in Section I.

H.3 NOTIFICATION UNDER A COST-REIMBURSEMENT CONTRACT, 52.232-9100 (H5XX) (FEB 1998) (FAR 52.232-20).

The notification required by the "Limitation of Cost" clause, FAR 52.232-20, paragraph (b), and the "Payments Under Time-and-Materials and Labor-Hour Contracts" clause, FAR 52.232-7, shall be accomplished only by separate correspondence directed to the Contracting Officer; no other form of "notification" (e.g. mention in any type of monthly progress or status report) will effect compliance. Further, notification to any individual other than the KO shall not constitute compliance with this requirement. Separate notification is required for O&M and RDT&E appropriations.

H.4 RELEASE OF NEWS INFORMATION (JUL 2001 - DITCO/DTS6).

No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made without the prior written approval of the KO and DISA Public Affairs Office (PAO), and if Congressionally-related, DISA Congressional Affairs (CA). See also Section I, DFARS clause 252.204-7000 "Disclosure of Information" and Item 12 of the DD Form 254 (See Attachment 1, Section J).

H.5 KEY PERSONNEL (NOV 2001 - DITCO/DTS32).

a. The contractor shall notify the Contracting Officer at least thirty (30) days prior to making any changes in key personnel. Key personnel are defined as follows:

- (1) Personnel identified in the proposal as key individuals assigned for participation in management of the contract;

(2) Individuals designated as key personnel to be assigned for participation in the performance of the task orders.

b. For purposes task orders issued under this contract, key personnel have been identified as:

Labor Category	Job Title
***	Program Manager
1	Task Order Project Manager
8	Principal Systems Architect
10	Principal Information Engineer
39	Principal Business Process Reengineering Specialist

H.6 PAST PERFORMANCE EVALUATION (JUL 2001 - DITCO/DTS6).

a. Past performance information is relevant for future TO source selection purposes, regarding a contractor's actions under previously awarded TOs under the same contract. It includes, for example, the contractor's record of conforming to contract requirements and to standards of good workmanship; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor's business-like concern for the interests of the customer.

b. Upon completion of a TO, the TM will complete a TO evaluation using the Past Performance Information Management System (PPIMS), a past performance collection tool that feeds the DoD's central repository for the collection and utilization of past performance information - Past Performance Information (PPI) <http://www.ppirs.gov>). PPIMS is a web-enabled tool for the TM to evaluate the contractor's performance and for the Contracting Officer and contractor to review, comment on, and approve evaluations. The tool can be accessed at <https://apps.altess.army.mil/ppims/prod/ppimshp.cfm>. The contractor will be allowed thirty (30) calendar days to submit comments, rebutting statements, or additional information. Comments, if any shall be retained as part of the evaluation record. The completed evaluation shall not be released to other than Government personnel and the contractor whose performance is being evaluated during the period the information may be used to provide source selection information. Past performance information will not be retained for longer than three years after completion of a contract or task order.

H.7 PERFORMANCE-BASED SERVICES CONTRACTING (PBSC) (JUL 2001 - DITCO/DTS6).

Through the direction of the Office of Management and Budget (OMB) Office of Federal Procurement Policy (OFPP), performance-based contracting techniques will be applied to task orders issued under this contract to the maximum extent practicable." For information about PBSC, refer to OFPP's Best Practices Handbook located at <http://www.arnet.gov/Library/OFPP/BestPractices/>.

a. Minimum Mandatory PBSC Requirements. PBSC task orders will include:

- (1) Performance requirements that define the work in measurable, mission-related terms.
- (2) Performance standards (i.e., quality, quantity, timeliness) tied to the performance requirements.

(3) A Government Quality Assurance Surveillance Plan (QASP) that describes how the contractor's performance will be measured against the performance standards.

(4) If the acquisition is either critical to agency mission accomplishment or requires relatively large expenditures of funds, positive and negative incentives tied to the Government QASP measurements.

b. PBSC Methods. The following methods will be used to develop performance-based requirements. The TM will:

(1) Perform Job Analysis. Determine what the organization's needs are and the kinds of services and outputs that the contractor needs to provide. This provides a basis for establishing performance requirements, developing performance standards and indicators, writing the SOW and producing a QASP.

(2) Incorporate PBSC Requirements into the SOW. Describe the specific requirements the contractor must meet in performing the TO, including a statement of the required services in terms of output and measurable performance.

(3) Write the QASP. Describe how the customer will ensure that the contractor has performed in accordance with the SOW performance standards. Surveillance may range from a one-time inspection to periodic in-process inspections.

(4) Conduct Performance Evaluation and Reporting. Determine if the contractor has performed to the standards identified in the SOW. The TM will provide contractor evaluations in accordance with the requirements of the SOW and QASP, as well as report semi-annually on the contractor's performance, using the on-line DISA Past Performance Tool described in Section H.6, above.

H.8 HARDWARE, SOFTWARE AND ENABLING PRODUCTS (JUL 2001 - DITCO/DTS6).

The Government anticipates that the majority of work awarded under this contract will be professional services under North American Industry Classification System (NAICS) code 541512 (Computer Design Services). However, the contract is structured to permit purchase of a full-range of Information Technology (IT) solutions, including the hardware, software and enabling products necessary to implement these solutions. Proposals submitted in response to individual task orders shall clearly identify and price any hardware, software or other products included as part of the contractor's proposal. Unless otherwise indicated, acceptance of a task order proposal resulting in issuance of a task order constitutes authorization to provide the proposed solution, including the hardware, software or other products proposed, subject to the requirements of Section H.10, Contractor Justification for Other Direct Costs (ODCs).

H.9 PURCHASING SYSTEM (JUL 2001 - DITCO/DTS6).

The prime contractor shall notify the KO in writing if there is any change in the status of its approved purchasing system and provide the reason(s) for the change. Documentation required to be submitted for KO consent shall be submitted in accordance with FAR Part 44, Subcontracting Policies and Procedures.

H.10 CONTRACTOR JUSTIFICATION FOR OTHER DIRECT COSTS (ODCs) (JUL 2001 - DITCO/DTS6).

All materials required for performance under this contract and all task orders issued under this contract, which are not Government-furnished, shall be furnished by the contractor. The contractor shall utilize Government supply sources when available. When requisitioning procedures reveal that required materials are not available from Government supply sources, the contractor shall identify in each TO proposal. Ownership of supplies acquired by the contractor with Government funds, for performance of this contract, shall vest with the Government. The contractor shall include a detailed description of all proposed ODCs in individual TO proposals. The Section B.4, Labor Rate Table, specifies ODCs as travel and materials.

a. Travel. If travel destinations are specified in the task order statement of work, the task order proposal shall include prices for airfare and per diem rates by total days, number of trips and number of contractor employees. No contractor travel shall be conducted to support the requirements of TOs without advance, written approval from the TM.

b. Materials. In accordance with DFARS Subpart 239.73, Acquisition of Automatic Data Processing Equipment by DoD Contractors, the contractor shall submit the documentation required to the KO for approval prior to entering into any equipment lease or purchase agreement.

H.11 TRAVEL, 52.215-9114 (H5XX) (OCT 1998) (FAR 15.408).

a. Contractor personnel will be required travel to support the requirements of this contract and as stated in individual task orders. Long distance and local travel will be required both in the Continental United States (CONUS) and Outside the Continental United States (OCONUS). For those task orders requiring travel, the contractor shall include estimated travel requirements in the proposal. The contractor shall then coordinate specific travel arrangements with the individual TM to obtain advance, written approval for the travel about to be conducted. The contractor's request for travel shall be in writing and contain the dates, locations and estimated costs of the travel.

b. If any travel arrangements cause additional costs to the task order that exceed those previously negotiated, written approval by task order modification issued by the KO is required, prior to undertaking such travel. Costs associated with contractor travel shall be in accordance with FAR Part 31.205-46, Travel Costs (this includes the Department of Defense (DoD) deviation from the Office of the Secretary of Defense (OSD), dated 16 Sep 1999.

H.12 GOVERNMENT PROPERTY, 52.245-9100 (H5XX) (OCT 1998) (FAR 45.103(c)).

a. Government-Furnished Equipment. Government-furnished equipment, data, or services as set forth in the statement of work.

b. Contractor Acquired Property. In the event the contractor is required to purchase property in the performance of this contract, compliance with the procedures of FAR Part 45 is required.

c. Disposition of Government Property. Thirty (30) days prior to the end of the period of performance, or upon termination of the contract, the contractor shall furnish to the Task Monitor a complete inventory of all Government Property in his possession under this contract that has not been tested to destruction, completely expended in performance, or incorporated and made a part of a deliverable end item. The TM will furnish disposition instructions on all listed property which was furnished or purchased under this contract.

d. Risk of Loss: The contractor assumes full responsibility for and shall indemnify the Government for any and all loss or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or services to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, subcontractor, or any employee, agent, or representative of the contractor or subcontractor.

H.13 TEAMING ARRANGEMENTS (AUG 2001 - DITCO/DTS6).

a. Individual firms may subcontract with any of the Encore prime contractors, regardless of whether a firm is associated as a team member of one of the Encore prime contractors, to the extent that the subcontractor's team membership agreement with the prime allows. A firm shall not perform as a prime contractor and also as a subcontractor to any other Encore prime contractor's team. Small businesses performing as prime contractors shall perform at least 50 percent of the cost of contract performance incurred for personnel. Small business prime contractors may team with other small business subcontractors in order to satisfy the 50 percent requirement.

b. Small businesses/teams performing as prime contractors shall perform at least 50 percent of the cost of contract performance incurred for personnel. In accordance with the Small Business Administration policy, to ensure the required percentage of costs on an indefinite quantity award is performed by the prime contractor, the prime must demonstrate semiannually that it has performed the required percentage to that date. The prime must perform 50 percent of the applicable costs for the combined total of all task orders issued to date at six month intervals. Further, where there is a guaranteed minimum condition in an indefinite quantity award, the required performance of work percentage need not be met on task orders issued during the first six months of the contract. In such case, however, the percentage of work that a prime may further contract to other concerns during the first six months of the contract may not exceed 50 percent of the total guaranteed minimum dollar value to be provided by the contract. Once the guaranteed minimum amount is met, the general rule for indefinite quantity contracts set forth above applies.

H.14 SUBCONTRACTS (JUL 2001 - DITCO/DTS6).

a. Because of the wide diversity of IT work contemplated under this contract, and the rapidly changing nature of IT capabilities, the Government encourages the contractor to continuously review the market place for companies that provide new and innovative products and professional services with which to subcontract. The contractor is also encouraged to have non-exclusive access to multiple product and service providers.

b. In accordance with FAR 52.244-2 - Subcontracts, if the contractor does not have an approved purchasing system, the contractor shall obtain written KO consent prior to subcontracting under a:

- (1) Cost-reimbursement, T&M or labor hour type contract; or
- (2) Firm fixed price contract that exceeds \$75 million.

c. The subcontracting plan small business goals for large businesses under this contract are as follows:

Type of Business	Goal (% of Total TO \$ Less ODCs)
Small Business (SB)	7%
Small Disadvantaged Businesses (SDB)	5%
Women-Owned Small Businesses (WOSB)	5%
Service-Disabled Veteran Owned Small Business (SDVOSB)	3%
HUBZone	2%
Historically Black Colleges and Universities/Minority Institutions (HBCU/MI)	1%
Total	23%

d. The contractor may add or delete subcontractors from its Encore team without the express written consent of the Government. Although the contractor has the ability to add or delete subcontractors from its Encore team without express written consent of the KO, circumstances may exist in which regulatory approvals are required. An example is when a prime contractor intends to subcontract with a contractor that does not have an approved purchasing system. In such instance, KO approval must be received prior to subcontracting. The contractor is encouraged to maintain a current list of its team members on its web pages since DISA will hot-link to these pages from the Encore web page. DISA will periodically review contractor web pages and update the Government's listing of primary contractors and subcontractors. The contractor shall provide as necessary a list of current team members upon request from the KO. With regard to any T&M TOs, any new subcontractor approved for addition to the contract shall be reimbursed via the composite T&M rates set forth in Section B. No additions or adjustments will be made to account for added subcontractors.

H.15 INCORPORATION OF SUBCONTRACTING PLAN, 252.219-9200 (H521) (JUN 1996).

The [insert contractor name] subcontracting plan, dated [insert date], in support of Encore IT solutions, and submitted in accordance with FAR 52.219-9, is hereby approved and incorporated herein.

H.16 WORK ON A GOVERNMENT INSTALLATION, 52.228-9100 (H5XX) (OCT 1998) (FAR 28.307-2).

In performing work under this contract on a Government installation or in a Government building, the contractor shall:

- a. Obtain and maintain the minimum kinds and amounts of insurance specified by FAR 28.307-2.
- b. Conform to the specific safety requirements established by this contract and individual TOs.
- c. Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract.

d. Take all reasonable steps and precautions to prevent accidents and preserve the life and health of contractor and Government personnel connected in any way with performance under this contract.

e. Take such additional immediate precautions as the KO or TM may reasonably require for safety and accident prevention purposes.

H.17 GOVERNMENT-CONTRACTOR RELATIONSHIPS (JUN 2001 - DITCO/DTS6).

a. Non-personal Services. The parties agree that the services to be provided under this contract are non-personal and that no employer/employee or master/servant relationships exist or will exist between the Government and the contractor's employees.

b. Prohibitions. Contractor personnel under this contract shall not:

(1) Be placed in a position where they are appointed or employed by a Federal Official, or are under the supervision, direction, or evaluation of a Federal Officer, Military or Civilian.

(2) Be placed in a staff or policy making position or be asked to exercise personal judgment or discretion on behalf of the Government.

(3) Be placed in a position of command, supervision, administration or control over Military or Civilian Personnel, or personnel of other contractors, or become a part of the Government organization.

(4) Be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of the DoD or the Federal Government.

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

c. Employee Relationship. Local rules, regulations, directives and requirements issued by military and civilian authorities pursuant to their responsibility for the administration and security of Government and military installations are applicable to contractor personnel entering the offices or installations or traveling via Government-owned transportation. The contractor agrees that compliance will not be construed to establish any degree of Government control consistent with a personal services contract.

H.18 INTERRELATIONSHIPS OF CONTRACTORS (JUN 2001 - DITCO/DTS6).

a. The Government has entered into contractual relationships in order to provide technical support services in the conduct of appropriate studies, analyses and engineering activities separate from the work to be performed under this SOW, yet having links and interfaces to them. Further, the Government may extend these existing relationships or enter into new relationships. The contractor may be required to coordinate with such other contractor(s) through the TM in providing suitable, non-conflicting technical interfaces and in avoidance of duplication of effort. By suitable tasking, such other contractor(s) may be requested to assist the Government in the technical review of the contractor's technical efforts. Information on reports provided under this SOW may, at the discretion of the Government, be provided to such other contractor(s) for the purpose of such review.

b. See also Section H.21, Nondisclosure of Sensitive and/or Proprietary Data. A Nondisclosure Agreement shall be signed by contractor employees prior to any work commencing on a TO.

H.19 ASSOCIATE CONTRACTORS (JUN 2001 - DITCO/DTS6).

As required to accomplish Encore mission objectives, the contractor shall:

a. Coordinate and exchange all pertinent information directly with the contractors holding the DISA contracts listed below (the Government may award subsequent contracts to other contractors who will be identified as Associate Contractor(s) as contemplated by this clause):

(1) Joint Interoperability and Engineering Organization (D6/JIEO) Systems Engineering (JSE). Contracts DCA100-97-D-0022, DCA100-97-D-0023, DCA100-97-D-0024, DCA100-97-D-0025, DCA100-97-D-0026, DCA100-97-D-0027, DCA100-97-D-0028 and DCA100-97-D-0029.

(2) Defense Information Infrastructure (DII) Integration. Contract DCA100-97-D-0043.

(3) DII Common Operating Environment (COE) Engineering. Contract DCA100-99-D-4000.

(4) Defense Enterprise Integration Services (DEIS) II. Contracts DCA100-96-D-0047, DCA100-96-D-0048, DCA100-96-D-0049, DCA100-96-D-0050, DCA100-96-D-0051 and DCA100-96-D-0052.

(5) Information Security (INFOSEC) Technical Services. Contracts DCA100-95-D-0103, DCA100-95-D-0104 and DCA100-95-D-0105.

(6) Information Assurance (IA). Contracts DCA200-00-D-5011, DCA200-00-D-5012, DCA200-00-D-5013, DCA200-00-D-5014, DCA200-00-D-5015, DCA200-00-D-5016, DCA200-00-D-5017, DCA200-00-D-5018, DCA200-00-D-5019, DCA200-00-D-5020 and DCA200-00-D-5021.

(7) Defense Information System Network (DISN) Global Solutions (DGS). Contracts DCA200-02-D-5000 and DCA200-02-D-5001.

(8) Next Generation Engineering (NexGen). Contracts DCA100-02-D-4003, DCA100-02-D-4004, DCA100-02-D-4005, DCA100-02-D-4006, DCA100-02-D-4007, DCA100-02-D-4008, DCA100-02-D-4009 and DCA100-02-D-4017.

(9) Global Enterprise Management Support (GEMS). Contracts DCA200-02-D-5020, DCA200-02-D-5021, DCA200-02-D-5022 and DCA200-02-D-5023.

b. Discuss and attempt to resolve any problems between the contractor and the Associate Contractor which may exist. The KO shall be notified in writing of any disagreement(s) which has (have) not been resolved in a timely manner.

c. Furnish the KO copies of communication between the contractor and the Associate Contractor relative to contract performance.

d. The close interchange with the Associate Contractor(s) may require access to or release of proprietary or limited/restricted rights data. In such event, the contractor shall enter into agreement(s) with the Associate Contractors to adequately protect such data from unauthorized use or disclosure so long as it remains as such. A copy of any such agreement shall be provided to the KO.

H.20 CONFLICT OF INTEREST, 52.209-9100 (H5XX) (OCT 1998) (FAR 9.5).

It is understood and agreed that the contractor, under the terms of this contract, or through the performance of the statement of work made a part of this contract, is neither obligated nor expected to deliver or provide material or perform work, which will place the contractor in an organizational conflict of interest, which could serve as a basis for excluding the contractor from supplying products or services to the Defense Information Systems Agency (DISA). Further, during the course of this contract, the Contracting Officer will not knowingly unilaterally direct the

contractor to perform work, in contravention of the above understanding. It will be the contractor's responsibility to identify any situation in which the potential for an organizational conflict of interest exists. However, if the KO discerns the potential for an organizational conflict of interest prior to the execution of any task or amendment thereto, the KO shall notify the contractor, and the parties shall mutually take action to resolve any potential organizational conflict of interest. For the purposes of this clause, an organizational conflict of interest is understood to include tasking which involves the preparation of a complete specification of materials leading directly and predictably to competitive procurement of a system. This clause shall be included in any subcontracts awarded under this contract.

H.21 NONDISCLOSURE OF SENSITIVE AND/OR PROPRIETARY DATA, 52.203-9100 (H5XX) (OCT 1998) (FAR 3.104).

The contractor recognizes that in the performance of this contract it may receive or have access to certain sensitive information, including information provided on a proprietary basis by other contractors, equipment manufacturers and other private or public entities. The contractor agrees to use and examine this information exclusively in the performance of this contract and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government-designated support contractors possessing appropriate proprietary agreements, as listed in paragraphs a. through d. below.

a. Indoctrination of Personnel. The contractor agrees to indoctrinate its personnel who have access as to the sensitive nature of the information and the relationship under which the contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information. The Nondisclosure Agreement for Contractor Employees, as shown below, shall be signed by all indoctrinated personnel and forwarded to the TM for retention, prior to commencement of work. The contractor shall restrict access to sensitive/ proprietary information to the minimum number of employees necessary for contract performance.

**DEFENSE INFORMATION SYSTEMS AGENCY
NONDISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES**

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

I, _____ (print or type name), as an employee of _____ (insert name of company), a contractor performing under contract to the Defense Information Systems Agency Joint Interoperability Engineering Organization, pursuant to contract number DCA200-02-D-___, agree not to disclose to any individual, business entity or anyone within (insert name of employee company) or outside of the company who has not signed a nondisclosure agreement for the purposes of performing this contract: (1) any planning, programming, and budgeting system (PPBS) information, or (2) sensitive, proprietary or source selection information contained in or accessible through the this project. Proprietary information/data will be handled in accordance with Government regulations.

I understand that information/data I may be aware of, or possess, as a result of my assignment under this contract may be considered sensitive or proprietary. The contractor's responsibility for proper use and protection from unauthorized disclosure of sensitive, proprietary and source selection information is described in Federal Acquisition Regulation (FAR) section 3.104-5(b). Pursuant to FAR 3.104-5, I agree not to appropriate such information for my own use or to release or discuss it with third parties unless specifically authorized in writing to do so, as provided above.

This agreement shall continue for a term of five (5) years from the date upon which I last have access to the information therefrom. Upon expiration of this agreement, I have a continuing obligation not to disclose sensitive, proprie-

tary, or source selection information to any person or legal entity unless that person or legal entity is authorized by the head of the agency or the contracting agency or the contracting officer to receive such information. I understand violations of this agreement are subject to administrative, civil and criminal sanctions.

Signature of Contractor Employee

Date

Contractor

Telephone No.

b. Signed Agreements.

(1) The contractor further agrees to sign an agreement to this effect with carriers, and other private or public entities providing proprietary data for performance under this contract. As part of this agreement, the contractor shall inform all parties of its agreement to allow certain Government-designated contractors access to all data as described in paragraph c., below. One copy of each signed agreement shall be forwarded to the KO. These shall be signed prior to work commencing.

(2) In addition, the contractor shall be required to coordinate and exchange directly with other contractors as designated by the Government for information pertinent and essential to performance of task orders issued under this contract. The contractor shall discuss and attempt to resolve any problems between the contractor and those contractors designated by the Government. The KO shall be notified in writing of any disagreement (s) which has (have) not been resolved in a timely manner. Furnish the KO copies of communications between the contractor and associate contractor(s) relative to contract performance. Further, the close interchange with between contractor(s) may require access to or release of proprietary data. In such an event, the contractor shall enter into agreement(s) with the Government designated contractor (s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary. A copy of such agreement shall be provided to the KO.

c. Government-Designated Contractors. The contractor agrees to allow the below listed Government-designated support contractors, possessing appropriate nondisclosure agreements and retained by the Government to advise the Government on cost, schedule and technical matters pertaining to this acquisition, access to any unlimited rights data (as defined in the DoD FAR Supplement (DFARS) 252.227-7013) acquired under the terms and conditions of this contract and to sign reciprocal nondisclosure agreements with them. One copy of each signed agreement shall be forwarded to the KO. List designated contractors:

All Government-designated contractors stated herein, or added at a future date shall also enter into nondisclosure agreements with all parties providing proprietary information to the contractor, and the nondisclosure agreements shall be signed before work commences.

d. Remedy for Breach. The contractor agrees that any breach or violation of the certifications or restrictions of this clause shall constitute a material and substantial breach of the terms, conditions and provisions of the contract and that the Government may, in addition to any other remedy available, terminate this contract for default in accordance with the provisions of FAR 52.249-6 - Termination (Cost-Reimbursement). Nothing in this clause or contract shall be construed to mean that the Government shall be liable to the owners of proprietary information in any way for the unauthorized release or use of proprietary information by this contractor or its subcontractors.

H.22 LOGISTICS SUPPORT FOR OCONUS WORK OCCURRING IN GERMANY AND ITALY (JUN 2001 - DITCO/DTS6).

a. In accordance with DFARS 225.802-70, Contracts for Performance Outside the United States and Canada, authorization for obtaining logistics support and privileges in Germany and Italy for DoD contractor personnel and their family members require a "Technical Expert" designation.

b. Technical Expert means a person with a high degree of skill or knowledge in the systematic procedure by which a complex or scientific task is accomplished, as distinguished from routine mental, manual or physical processes. The skills and knowledge must have been acquired through a process of higher education or through a long period of specialized training and experience.

c. Logistics support may include, but is not limited to, commissary services, military exchange (AAFES) facilities, Class IV facilities, customs exemption, legal assistance, local Government transportation for official Government business, local morale/welfare recreation services, military banking facilities, military postal service, mortuary service, officer of NCO/EM clubs, privately-owned vehicle registration for USAREUR, purchase of petroleum and oil (POL) products, transient billets and messing facilities at remote sites only.

d. For work performed in Germany the contractor must complete a "Certification of Employee Technical Expert Status" and "Individual Logistics Support Questionnaire." These forms must be completed and submitted in response to a Government SOW for a specific task, thereby allowing the contractor to complete the questionnaire and submit with his/her proposal.

**Certificate of Employee Technical Expert Status
Contracts Performed in the Federal Republic of Germany**

This is to certify that the following named individuals are Technical Experts as provided in Article 73, NATO SOFA Supplemental Agreement and Defense Acquisition Circulars (DACs) 88-11 and 89-18, effective (day) (month) (year) and will serve as follows:

a. Technical experts as provided in Article 73, NATO SOFA, Supplemental Agreement, and as defined in Defense Acquisition Circulars 88-11 and 89-18 and the above provisions; and

b. Will serve either in an advisory capacity in technical matters or to set-up, operate or maintain equipment provided under the terms of this contract instrument.

Name of Employees, Social Security Account Number (SSAN) and Project Programmer Number (PPN)

c. No additional fee or cost will be charged by the contractor, in the event of either the conclusion of termination of the named employee(s) service, or in the event that any part of the data here stated be determined by a U.S. Contracting Officer to be so erroneous, inaccurate, or non-current as to disqualify the above named employee(s) for Article 73 "technical expert" status.

Contract Number: _____
Company: _____
Job Title: _____
Signature: _____
Date of Execution: _____

H.23 SECURITY (JUN 2001 - DITCO/DTS6).

a. Information Security. Although many task orders will require access to, or the generation of, classified information, some will not. Accordingly, a Contract Security Classification Specification, DD Form 254, is provided at Section J, Attachment 1. If an individual task order contains a facility clearance exceeding the TOP SECRET level specified in the contract level DD Form 254, a task order-level DD Form 254 will be issued. The contractor must comply with all appropriate security regulations in handling classified material, publishing reports and the preparation of other products.

b. Personnel Security. Individual task order security requirements may include personnel clearances at the CONFIDENTIAL, SECRET or TOP SECRET level, with some requiring access to Sensitive Compartmented Information (SCI). For task orders that contain personnel clearance requirements that exceed the SECRET level specified in the contract level DD Form 254, a task order-level DD Form 254 will be issued. Position sensitivity designations (i.e., ADP-I or ADP-II) are required for contractor personnel that provide IT services. The designations will be specified on an individual task order basis. The position sensitivity requirement will be determined based on the type of computer access provided, the type of functions performed, the sensitivity of the data processed and the level of Government oversight maintained.

H.24 CONTINGENCY SUPPORT (JUN 2001 - DITCO/DTS6).

The contractor shall respond to an increased workload within hours in the event of a contingency. Staffing requirements may increase dramatically during a contingency. During the beginning of a contingency, the contractor shall be prepared to augment staffing for the duration of the contingency in order to not impact the timeliness of other tasks, which may also be critical during a contingency. If this type of support is required, it will be requested on individual task orders and instructions and guidelines will be specified in accordance with the requirements of the task order.

H.25 AUTOMATION REQUIREMENTS, 52.204-9202 (H5XX) (MAR 1999).

a. DISA/DITCO intends to conduct business by Electronic Commerce (EC) to the maximum extent practical. EC is defined as the paperless exchange of business information using Electronic Data Interchange (EDI), electronic mail (e-mail), computer bulletin boards, file transfers, facsimile, Electronic Funds Transfer (EFT), world wide web technology, purchase cards and other similar technologies.

b. EC transmissions are the accepted equivalent of paper documents for the purposes of conducting business with DITCO. Contracts entered into electronically with DITCO using EC are valid, enforceable contracts in the same manner as signed paper documents. Transactions transmitted via EC are subject to all applicable statutes and regulations.

c. The contractor must register in the Central Contractor Registration (CCR) database, as mandated by DoD FAR Supplement (DFARS) 252.204-7004, Required Central Contractor Registration. Access the Uniform Resource Locator (URL) (world wide web address) at <https://www.ccr.dlis.dla.mil/ccr/scripts/index.html> to log on to the CCR web site. After the contractor has registered and been accepted, it will be recognized as a DoD Trading Partner (TP), and eligible to conduct business with DISA/DITCO. DISA/DITCO's intention is that, when it is fully capable of transmitting and receiving EDI transactions, DISA/DITCO will conduct business by EDI means, to the extent that it is practical. Additional Trading Partner information may be obtained on DITCO's web site at the URL: <http://www.ditco.disa.mil/asp/edidocs.asp>.

d. DISA/DITCO will electronically transmit to the contractor the solicitation, contract, contract modifications, task orders against the contract, modifications against the task orders, status inquiries and reports. The contractor shall electronically transmit to DISA/DITCO a schedule of products and services, acknowledgment of receipt of orders and modifications to orders, status inquiries and reports, notice of completion, receiving/acceptance information, invoice and invoice detail (usage) data, and any other documents previously sent by other than electronic means.

e. Until complete EDI is operational, DISA/DITCO will continue to identify data formats and methods of exchange as initial and/or future.

(1) As this contract matures, DISA/DITCO will provide the contractor thirty (30) days advanced written notification of its intent to change any part thereof, or in its entirety, the designated format and/or transmission media for the exchange of data between DISA/DITCO and the contractor. These changes in format/media will be emerging software updates and will be adopted as the current acceptable industry standard.

(2) "Initial" refers to the methods of exchange in correspondence between the parties that will be utilized upon contract award.

(3) "Future" refers to the evolving methods of exchange in correspondence that are the electronic objective/emerging software developments.

f. DISA/DITCO may implement encryption for the transmission of contractual information using standard commercial software, e.g., public key encryption (PKI). The contractor will be provided details of DISA/DITCO's data encryption methodology when implemented.

g. All items designated with an "X" in the following matrixes are valid means of data format and methods of exchange and are considered part of the terms and conditions of this solicitation and resultant contract.

(1) Schedule. The contractor shall submit the price of products and/or services provided under this solicitation and resultant contract in the form of a schedule in the appropriate format, as designated below by the KO.

Schedule				
Format		Method		Data Definition Reference
Initial				
X	Microsoft Excel Spreadsheet Office 2000 Version	X	Diskette/CD-ROM	Spreadsheet Layout as Defined by Government
		X	Zip Cassette	
		X	E-Mail	
X	Microsoft Word Document Office 2000 Version	X	Diskette/CD-ROM	As Defined by Government
		X	Zip Cassette	
		X	E-Mail	
		X	Zip Cassette	
Future				
X	Standard Procurement System (SPS)		To be Determined (TBD)	TBD
X	EDI 832 IC Version 4010	X	Value Added Network (VAN)	EDI 832 IC Version 4010

(2) Orders. DISA/DITCO may issue orders and other correspondence to the contractor via the following media:

Orders				
Format		Method		Data Definition Reference
Initial				
X	DD Form 1155 - Order for Supplies or Services	X	E-Mail	DD Form 1155
		X	Fax	
		X	Mail	
		X	Verbal	
			DITCO Web Site	
X	Standard Form 1449 - Solicitation/Contract/Order for Commercial Items	X	E-Mail	SF 1449
		X	Fax	
		X	Mail	
		X	Verbal	
Future				
X	Standard Procurement System (SPS)		TBD	TBD
X	Order User Defined File (UDF)	X	File Transfer Protocol (FTP)	Order UDF as Defined by the Government
		X	DABBS	
		X	DISA Web Site	
X	EDI 850T Version 4010	X	VAN	EDI 850T Version 4010

(3) Modifications. DISA/DITCO may issue modifications and associated correspondence to the contractor(s) via the following methods:

Modifications				
Format		Method		Data Definition Reference
Initial				
X	Standard Form 30 - Amendment of Solicitation/Modification of Contract	X	E-mail	Standard Form 30
		X	Fax	
		X	Mail	
		X	Verbal	
Future				
X	Standard Procurement System (SPS)		TBD	TBD
X	Modification User Defined File (UDF)	X	FTP	Modification UDF as Defined by the Government
			DABBS	
		X	DISA Web Site	
X	EDI 860T Version 4010	X	VAN	EDI 860T Version 4010

(4) Status Inquiry. The status inquiry is bi-directional and may be utilized by either the Government or the contractor for obtaining status inquiries for information relative to contractual documents. The Government will provide to the contractor Status Inquiries in the format(s) designated below.

Status Inquiry (Government to Contractor)				
Format		Method		Data Definition Reference
Initial				
X	Phone Request	X	Verbal	
X	Written Request	X	E-Mail	
		X	Fax	
		X	Mail	
Future				
X	Standard Procurement System (SPS)	X	TBD	TBD
X	Status Inquiry User Defined File (UDF)	X	FTP	Status Inquiry UDF as Defined by the Government
		X	DABBS	
		X	DISA Web Site	
X	EDI 869 IC Version 4010	X	VAN	EDI 869 IC Version 4010

(5) Status Report. The status report is bi-directional and may be utilized by either the Government or the contractor for reporting current status of the requested information. The Status Report will be submitted in the appropriate format (frequency of transmission of data will be in accordance with the Contracts Data Requirements List (CDRL) DD Form 1423, Exhibits).

Status Report (Contractor to Government)				
Format		Method		Data Definition Reference
Initial				
X	Phone Request	X	Verbal	
X	Written Request	X	E-Mail	
		X	Fax	
		X	Mail	
Future				
X	Standard Procurement System (SPS)		TBD	TBD
X	Status Report User Defined File (UDF)	X	FTP	Status Report as Defined by the Government
		X	DABBS	
		X	DISA Web Site	
X	EDI 870 IC Version 4010	X	VAN	EDI 870 IC Version 4010

(6) Notice of Completion. The contractor shall submit to the Government information regarding the contractor's completion/delivery/shipment of requirement in the appropriate format as designated below by the KO.

Notice of Completion				
Format		Method		Data Definition Reference
Initial				
X	Notice of Completion Report	X	E-Mail	Notice of Completion Report as Defined by the Government
		X	Fax	
		X	Mail	
		X	Verbal	
Future				
X	Standard Procurement System (SPS)		TBD	TBD
X	Notice of Completion User Defined File (UDF)	X	FTP	Notice of Completion User Defined File (UDF) as defined by the Government
		X	DABBS	
		X	DISA Web Site	
X	EDI 855T Version 4010	X	VAN	EDI 855T Version 4010

(7) Acceptance/Non-Acceptance. The contractor shall provide to the Government notification of receipt and/or formal acceptance of goods and services utilizing one of the following:

Acceptance/Non-Acceptance				
Format		Method		Data Definition Reference
Initial				
X	DD Form 250 - Material Inspection and Receiving Report	X	E-Mail	DD Form 250
		X	Fax	
		X	Mail	
X	Timeline (Identifies When DD Form 250 Must be Received, i.e., 5 Days After the Contractor has Delivered Products):			
X	DD Form 1155 - Order for Supplies or Services	X	E-Mail	DD Form 1155
		X	Fax	
		X	Mail	
	Timeline:			
X	Standard Form 1449 - Solicitation/Contract/Order for Commercial Items	X	E-Mail	DD Form 1155
		X	Fax	
	Timeline:	X	Mail	

Future				
	Standard Procurement System (SPS)	X	TBD	TBD
	Acceptance/Non-Acceptance User Defined File (UDF)	X	FTP	Acceptance/Non-Acceptance User Defined File (UDF) as Defined by Government
		X	DABBS	
		X	DISA Web Site	
	EDI 861 IC Version 4010	X	VAN	EDI 861 IC Version 4010

(8) Invoice. The contractor shall provide to the Government notification of receipt and/or formal acceptance of goods and services utilizing one of the following:

Invoice				
Format		Method		Data Definition Reference
Initial				
X	Invoice	X	Mail/Paper (Original) and File Transfer (Copy)	Standard Company Format. Content of File Transfer must be exact to that of mailed paper copies and clearly delimited/separable for electronic filing using standard commercial practices to correspond with the paper copies.
	Timeline (From IOC Until WAWF-RA or a Different Method is Required by the Government):			
Future				
X	Wide Area Workflow-Receipt and Acceptance (WAWF-RA)	X	Data File Upload and/or Interactive WEB Form (SECRET Clearance by Contractor Personnel is currently required for Data File Upload).	In accordance with WAWF-RA Technical Information located at https://rmb.ogden.disa.mil/TechInfo.html . Entitled: Receipt of Invoice and/or Receiving Report data from Contractor financial management/accounts receivable system (Contractor Data File Upload Interface) or Interactive Web Form (Web Interface). At the discretion of the Government, the need to continue with the "initial" file transfer capability may continue in addition to the meeting these "future" requirements.
	Timeline: It is the desire to migrate to this method of Invoicing as soon as possible. The migration will be dependent on successful scheduling and testing by the Government and contractor			

H.26 SOFTWARE AND DATA RIGHTS AGREEMENT, 252.227-9201 (H524) (JUN 1996).

As required by DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, subparagraph (e), identify computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure, in the format required by subparagraph (e)(4).

H.27 ORDER OF PRECEDENCE (FEB 2001 - DITCO/DTS6).

In the event of an inconsistency between the terms and conditions of this contract, resultant task orders, and contractor technical and cost proposals, the inconsistency shall be resolved by giving precedence in the following order:

- a. The contract;
- b. The task orders, excluding the contractor technical and cost proposals, and;
- c. The contractor technical and cost proposals.

H.28 NOTICE OF INTERNET POSTING OF AWARDS (APR 2001 - DITCO/DTS6).

It is the Government's intent to electronically post the Encore contracts, task orders issued under the contracts, and all task order modifications to the DISA web site. This does not include contractor proposals or any other proprietary information provided by contractors relevant to task order performance or by Offerors in response to the Encore solicitation. Posting of the awards and modifications via the Internet is in the best interest of the Government as well as the contractors. It will allow contractors to direct future customers to the site to preview the types of jobs that have been accomplished under the Encore contracts. In addition, customers will be able to view labor categories and rates as they develop their Independent Government Cost Estimates (IGCE) in preparation of proposed task orders. An example of how this process works today can be seen by visiting the Encore web site at <http://www.ditco.disa.mil/hq/contracts/encorchar.asp>.

H.29 NOTICE OF INCORPORATION OF SECTION K (APR 2001 - DITCO/DTS6).

Pursuant to the provisions of FAR 15.204-1 - Uniform Contract Format, Section K - Representations, Certifications and Other Statements of Offerors or Quoters are incorporated into this contract by reference and are considered to be a part thereof.

H.30 DISA DIRECT (AUG 2001 - DITCO/DTS6).

DISA intends to develop a future on-line remote ordering capability for fixed price services packages, and appropriate procedures will be written into the contract and task order guidelines at the time such capability is implemented. When developed, an information sheet will be provided to contractors in electronic format. This information shall be returned to DITCO either via a web-based application or to a designated e-mail address. Any subsequent updates to a contractor's data shall be submitted to DITCO using the same method when any additions, changes, or deletions are required.

(END OF SECTION H)