

SECTION H Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

ASSOCIATE CONTRACTORS (JUN 2001 – DITCO/DTS6)

As required to accomplish GEMS 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):

----To be identified in individual task orders (if applicable)----

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.

CONTINGENCY SUPPORT (JUN 2001 – DITCO/DTS6)

The contractor shall respond to an increased workload within the hours (to be defined in individual task orders) 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.

CORPORATE CHANGES (AUG 2001 – DITCO/DTS6)

The contractor shall provide the Contracting Officer copies of all correspondence relating to the prime contractor's corporate status and major corporate revisions, such as buy-outs, sale or dissolution, and changes in personnel policy. Potential buyout scenarios, actual buyouts, sales and dissolutions shall be disclosed in writing to the Contracting Officer as soon as possible.

GOVERNMENT-FURNISHED EQUIPMENT (GFE)/GOVERNMENT-FURNISHED INFORMATION (GFI).

a. It is anticipated that for some integration tasks, GFE will be specified in individual task orders (at the discretion of the Government) with specified delivery dates. Typical GFE may include office space and office support equipment, including computers, copiers, telephones, fax capability and hardware/software tools. Such GFE shall be returned to the Government upon conclusion of the task order, or disposed of as directed by the Contracting Officer or Task Monitor (TM). 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.

b. GFI relevant to the tasks to be performed under this contract will be provided to the contractor for use during the performance of the task as specified in the task orders (at the discretion of the Government) with specified delivery dates. These documents will be returned to the Government upon conclusion of the contract or as directed by the Contracting Officer or TM.

c. In the case that GFE or GFI are not provided to the contractor by the specified date, the contractor shall immediately notify the TM. The contractor shall indicate the impact and request direction from the TM.

d. Contractor personnel are responsible and liable for Government property in their possession pursuant to FAR 52.245-1 - Property Records; FAR 52.245-2 - Government Property (Fixed-Price Contracts); and FAR 52.245-5 - Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts), as applicable.

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.

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. 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 the issuing of a task order constitutes authorization to provide the proposed solution, including the hardware, software or other products proposed, subject to the requirements delineated below:

Contractor Justification for Other Direct Costs (ODCs): 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.

NOTICE OF INTERNET POSTING OF AWARDS (APR 2001 – DITCO/DTS6)

It is the Government's intent to electronically post the GEMS contracts, task orders issued under the contracts, and all task order modifications to the DISA web site (<http://www.disa.mil>). 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 GEMS 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 GEMS 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 DEIS II web site at <http://www.disa.mil/D4/diioss/deisiichar.html>.

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

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.

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 DISA Past Performance Tool (PPT). The DISA PPT 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 found on the DISA/D4 Homepage at <http://www.disa.mil/D4/pastdev.shtml>. 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.

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 .

RELEASE OF NEWS INFORMATION (JUL 2001 – DITCO/DTS6)

No new 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).

SECURITY AND PROTECTION OF INFORMATION (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.

c. Information Protection. The contractor shall properly protect all information used, gathered, or developed as a result of work under individual task orders, and/or the contract-level DD Form 254. Beyond protecting CLASSIFIED information, the contractor shall also protect all UNCLASSIFIED Government data and equipment by treating the information as sensitive.

NOTIFICATION REQUIREMENTS UNDER A TIME-AND-MATERIALS (T&M) (FAR 52.232-7(c)) AND COST-REIMBURSEMENT CONTRACTS (FAR 52.232-20(b)).

Contractor notification requirements under FAR 52.232-20 - Limitation of Cost for cost-reimbursement task orders (TOs) and FAR 52.232-7, Payments Under Time-and-Materials and Labor-Hour Contracts, for T&M type task orders, shall be accomplished only by separate correspondence directed to the KO, with copies to the Task Monitor (TM). 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.

TEAMING ARRANGEMENTS (NOV 2001 - DITCO/DTS3).

Teaming arrangements per FAR Subpart 9.6 are authorized. Per FAR 19.101(v), each team member must individually meet the size standards and NAICS classification contained in the RFP. It is further noted that team members under FAR 9.6 are not to be considered subcontractors and are thus considered part of the prime when complying with the terms of FAR 52.219-14, Limitations on Subcontracting. Per FAR 9.603, the Government will recognize the integrity and validity of contractor team arrangements provided the

arrangements are identified and company relationships are fully disclosed in the proposal. Also, FAR 9.6 does not preclude primes from subcontracting to any responsible firm (either large or small business) during the term of the contract to the extent allowed by FAR 52.219-14 .

Small businesses/teams performing as prime contractors shall perform at least 50 percent of the cost of contract performance incurred for personnel. Per 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 a 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.

52.228-9100 WORK ON A GOVERNMENT INSTALLATION (OCT 1998)
(IAW 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 Contracting Officer or Task Monitor may reasonably require for safety and accident prevention purposes.

52.203-9100 NONDISCLOSURE OF SENSITIVE AND/OR PROPRIETARY DATA (OCT 1998)

(IAW 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 Task Monitor for retention, prior to work

(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 52.249-8 -- Default (Fixed-Price Supply & Service) or 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.

52.204-9202 AUTOMATION REQUIREMENTS

(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.dlsc.dla.mil/ccr> 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 | CD-ROM/WEB | Spreadsheet Layout as Defined by Government |
| | | 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 | |
| | | X | 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 | 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 OR Web | 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 |
| | | 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 | <i>TBD</i> | 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 | 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 | 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 | |
| X | Standard Form 1449 - Solicitation/Contract/Order for Commercial Items | X | E-Mail | DD Form 1155 |
| | | X | Fax | |
| 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 | 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 | | | |

52.209-9100 CONFLICT OF INTEREST (OCT 1998)
(IAW FAR 9.5)

a. It is understood and agreed that the contractor, under the terms of this contract, or through the performance of the statement of work (SOW) 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) or other Government agencies. Further, during the course of this contract, the KO will not knowingly unilaterally direct the contractor to perform work, in contravention of the above understanding. It is the contractor's responsibility to identify any situation in which the potential for an Organizational Conflict of Interest exists. However, prior to the execution of any TO or amendment thereto, if the KO discerns the potential for an Organizational Conflict of Interest insofar as the work to be performed thereunder is understood to involve the preparation of a

complete specification of materials leading directly, predictably and without delay to a SOW which will be used in the competitive procurement of a system, the KO will notify the contractor, and the parties shall mutually take action to resolve any potential Organizational Conflict of Interest.

b. This clause shall be included in any subcontracts awarded under this contract. This clause does not relieve the contractor from following up with other contracting offices and their Contracting Officers regarding potential organizational conflicts involving those procurements.

52.215-9114 TRAVEL (OCT 1998)
(IAW FAR 15.204-2(h))

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).

52.215-9117 KEY PERSONNEL (OCT 1998)

a. Key personnel are defined as personnel considered to be essential to the performance of work under this contract and individual TOs. For purposes of this contract and task orders issued under this contract, key personnel (described in Section C, Labor Categories/Duties) have been identified as:

| Labor Category | Job Title |
|----------------|--|
| 1 | Program Manager |
| 2 | Task Order Manager |
| 6 | Senior Business Process Reengineering Specialist |
| 13 | Senior Program Management Support Specialist |
| 15 | Senior Systems Integration Engineer |

b. The contractor shall notify the Contracting Officer and Task Manager at least thirty (30) days prior to making any changes in key personnel. Prior to replacing key personnel, the contractor shall demonstrate to the satisfaction of the Contracting Officer, and Task Manager if applicable, that the qualifications of prospective replacement personnel are equal to or better than the qualifications of any personnel being replaced (the Contracting Officer and Task Manager, however, do not approve key personnel changes).

52.228-9200 CONTRACTOR ACQUIRED INSURANCE (JUN 1996)
(H508 Previously)

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.

52.242-9200 MEETINGS/CONFERENCES (JUN 1996)
(H501 Previously)

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 Contracting Officer, or his 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.

52.245-9100 GOVERNMENT PROPERTY
(IAW 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 Task Monitor 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.

252.227-9201 SOFTWARE AND DATA RIGHTS AGREEMENT (JUN 1996)
(H524 Previously)

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).