

## SECTION H Special Contract Requirements

### H.1 CORPORATE CHANGES.

The contractor shall notify the DISA DITCO-NCR Contracting Officer in writing of changes or potential changes to corporate status and major corporate revisions, such as buy-outs, sale or dissolution, and changes in personnel policy.

### H.2 LOGISTIC SUPPORT FOR OCONUS WORK OCCURRING IN GERMANY AND ITALY

a. In accordance with DFARS 225.802-70, authorization for obtaining logistic support and privileges in Germany and Italy for DOD contractor personnel and their family members require a "Technical Expert" designation.

b. Technical Expert refers to 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. Logistic support may include, but not 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 (reimbursable).

d. For work performed in Germany, a "Certification of Employee Technical Expert Status" and "Individual Logistic Support Questionnaire" will be completed and submitted with the Government task order statement of work, thereby allowing the contractor to complete the questionnaire and submit with the task order proposal.

### H.3 GOVERNMENT-CONTRACTOR RELATIONSHIPS

a. The Government and the contractor understand and agree that the services to be provided under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationships exist or will exist under the contract between the Government and the contractor and/or between the Government and the contractor's employees. It is, therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

b. Contractor personnel under this contract shall not:

1. Be placed in a position where they are appointed or employed by a federal officer, or are under the supervision, direction, or evaluation of a federal officer, military or civilian.

2. Be placed in a staff or policy making position.

3. Be placed in a position of command, supervision, administration or control over 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 regulation of DOD or the Federal Government.

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

c. Employee Relationship:

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

2. Rules, regulation, direction, and requirements which are issued by command authorities under their responsibility for good order, administration, and security are applicable to all personnel who enter the installation, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal services contract.

#### **H.4 ASSOCIATE CONTRACTORS**

The contractor shall be required to accomplish the following:

a. Coordinate and exchange, directly with the contractors holding the contracts listed below, all information pertinent and essential to DISA's Chief Engineer accomplishment of its mission responsibilities.

(1) DISA Next Generation Engineering: DCA100-02-D-4003, ARTEL, Inc.; DCA100-02-D-4004, Femme Comp Inc.; DCA100-02-D-4005, FGM, Inc.; DCA100-02-D-4006, Pragmatics, Inc.; DCA100-02-D-4007, Northrop Grumman Information Technology; DCA100-02-D-4008, SAIC; DCA100-02-D-4009, SRA International, Inc.

(2) ENCORE: DCA200-02-D-5005 - Analytical Services, Inc. (ASI); DCA200-02-D-5006 - Computer Sciences Corporation (CSC); DCA200-02-D-5007 - Electronic Data Systems (EDS) Corporation; DCA200-02-D-5009 - Lockheed Martin Integrated Systems, Inc.; DCA200-02-D-5010 - Northrop Grumman Information Technology Systems; DCA200-02-D-5011 - Pragmatics, Inc.; DCA200-02-D-5012 - TranTech, Inc.; DCA200-02-D-5013 - TRW Systems; DCA200-02-D-5014 - Unisys, U.S. Government Group

(3) Joint Interoperability and Engineering Organization (D6/JIEO) Systems Engineering (JSE): Contracts DCA100-97-D-0022, ARTEL, Inc; DCA100-97-D-0023, Femme Comp, Inc.; DCA100-97-D-0024, Getronics Government Solutions; DCA100-97-D-0025, Logicon, Inc; DCA100-97-D-0026, Pragmatics, Inc.; DCA100-97-D-0027, SETA Corporation; DCA100-97-D-0028, Stanley Associates, Inc; and DCA100-97-D-0029, Validity Corporation.

(4) Defense Information Infrastructure (DII) Integration. Contract DCA100-97-D-0043, SAIC.

(5) DII Common Operating Environment (COE) Engineering. Contract DCA100-99-D-4000, Logicon, Inc..

(6) Defense Enterprise Integration Services (DEIS) II. Contracts DCA100-96-D-0047, SAIC; DCA100-96-D-0048, Unisys Federal Systems, DCA100-96-D-0049, Lockheed Martin Services, Inc, DCA100-96-D-0050, TRW, Inc, DCA100-96-D-0051, CSC; and DCA100-96-D-0052, EDS Corporation.

(7) Information Assurance (IA). Contracts DCA200-00-D-5011, ACS Defense, Inc., DCA200-00-D-5012, ARTEL, Inc.; DCA200-00-D-5013, CSC; DCA200-00-D-5014, EDS Corporation; DCA200-00-D-5015, Logicon, Inc.; DCA200-00-D-5016, Pragmatics, Inc.; DCA200-00-D-5017, SAIC; DCA200-00-D-5018, SRA; DCA200-00-D-5019, Logicon TASC; DCA200-00-D-5020, Veridian Information Solutions; and DCA200-00-D-5021, Getronics.

The Government may award contracts to other contractors who will be identified as Associate Contractor(s) as contemplated by this clause.

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

c. Furnish the CO 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 CO.

## **H.5 TEAMING ARRANGEMENTS**

a. Due to the wide range of products and services to be delivered under this contract, the rapidly changing nature of the information technology industry, and the objective of significant small business participation, the Government encourages contractors to continuously review the marketplace to team or subcontract with companies that provide new and innovative products and services.

b. Only first-tier subcontracting is allowed on task orders.

c. For the small business set aside contractors, at least 50% of each awarded task order shall be performed by the small business. Small business prime contractors may combine with other small business subcontractors in order to reach the 50% limit.

d. For full and open contractors, the following small business percentages, based on total contract dollars, are established as a mandatory requirement: 15% to small business, of which 3% to small disadvantaged business (including HBCU/MIs), 3% to small woman-owned business, 1% to Hub-Zone business, and 1% to service disabled veteran owned business.

## **H.6 SUBCONTRACTING APPROVAL FOR TASK ORDERS**

a. The contractor's subcontracting plan dated [to be determined], if applicable, in support of this contract is hereby approved and incorporated herein by reference.

b. In accordance with FAR clause 52.244-2, the Government is required to provide approval/consent for new subcontractors. Contracting Officer approval to subcontract will be provided upon award of the individual task orders. Only first-tier subcontractors will be approved.

c. With regard to any T&M or FP task orders, subcontractors shall be reimbursed via the fully-loaded rates specified in Section B. No additions or adjustments will be made to account for added subcontractors.

d. As tasked, all materials required for performance of this contract, which is not Government-furnished, shall be furnished by the contractor. The contractor shall utilize the Government supply sources when available (for example, GSA Schedule, ESI). When requisitioning procedures reveal that required material is not available from the Government supply sources, the contractor shall identify it in its TO proposal. All requests for Contracting Officer consent shall be submitted in accordance with FAR Part 44 and DFARS Part 244.2.

e. Ownership of supplies acquired or otherwise provided by the contractor for performance of this contract shall vest with the Government.

## **H.7 DISA 52.203-9100 NONDISCLOSURE OF SENSITIVE AND/OR PROPRIETARY DATA (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 COR for retention, prior to work commencing. 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 (insert organization/directorate), pursuant to contract number DCA100-02-D-400x, 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, proprietary, 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 will 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 CO. 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 Contracting Officer shall be notified in writing of any disagreement (s) which has (have) not been resolved in a timely manner. Furnish the Contracting Officer 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 Contracting Officer.

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 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 CO.

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. 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.8 DISA 52.204-9100 SECURITY (IAW FAR 4.403(e))**

This document is unclassified; however, a Top Secret Facility Clearance is required for the performance under this contract. The work to be performed and the products to be delivered under this contract shall be accomplished in accordance with the Contract Security Classification Specification, DD Form 254, pertaining to this contract. The contractor shall conscientiously follow the security guidance provided in the DD Form 254, the Classification Guide, and other guidance that may be established in writing by the Contracting Officer's Representative (COR).

#### **H.9 DISA 52.208-9100 LIMITATION OF PRINTING, DUPLICATIONS, AND OTHER REPRODUCTIONS (IAW FAR 8.801 & 8.802; DARS 8.802)**

a. The contractor shall deliver only the minimum number of copies required by the Government to either accept or reject a particular deliverable as specified in the task order statement of work. Additional copies shall not be reproduced by the contractor. For example, the contractor shall not duplicate the brochure for further distribution. The Government will not reimburse contractor charges for copies/reproduction unless a waiver has been approved by the Contracting Officer.

b. Printing of materials in excess of the above quantities require compliance with "Government Printing and Binding Regulations". (The "Government Printing and Binding Regulations" is published by the Congressional Joint Committee on Printing (JCP)). Copies of this publication (S. Pub 101-9) are available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. These regulations do not preclude the writing, editing, preparation of manuscript or related illustrative material, if required as part of this contract. They do not apply to the printing or duplicating required by contractors for their own use in complying with the contract.

#### **H.10 DISA 52.209-9100 ORGANIZATIONAL CONFLICT OF INTEREST (IAW 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. The contractor is required to provide information regarding any situation in which the potential for an organizational conflict of interest exists. However, if the Contracting Officer discerns the potential for an organizational conflict of interest prior to the execution of any task or amendment thereto, the Contracting Officer 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.11 DISA 52.215-9113 CONFERENCES (IAW FAR 15.204-2(h))**

The Contracting Officer, or his duly authorized representative, may call a conference from time to time as deemed necessary to discuss any phase of performance under the contract. Any conferences or meetings shall be scheduled and coordinated with the Contracting Officer. All discussions, problems encountered, solutions reached, and evaluations made during any conference shall be documented in the Monthly Status Report for the current reporting period. In any case, such reporting shall not, in and of itself, constitute formal direction to and/or Contracting Officer acceptance of the topics discussed.

#### **H.12 DISA 52.215-9114 TRAVEL (IAW FAR 15.204-2(h))**

The prior approval of the Task Monitor is required for travel (other than local travel) performed in connection with the individual task order.

#### **H.13 DISA 52.215-9117 KEY PERSONNEL**

- a. Contract-level key personnel are those personnel considered to be essential to the performance of the contract. Key personnel at the contract level are the Program Manager and Senior Engineer.
- b. Task order level key personnel are those personnel considered to be essential to the performance of the task order. The contractor shall identify key personnel in individual task order proposals.
- c. The contractor shall notify the Contracting Officer's Representative (COR) (contract level) or Task Monitor (task order level), at least 15 days prior to making any changes in key personnel. The contractor must demonstrate that the qualifications of prospective personnel are equal to or better than the qualifications of the personnel being replaced. Notwithstanding any of the foregoing provisions, key personnel shall be furnished unless the contractor has demonstrated to the satisfaction of the COR or Task Monitor that the qualifications of the proposed substitute personnel are equal to or better than the qualifications of the personnel being replaced.

#### **H.14 DISA 52.215-9118 MATERIAL PURCHASES (IAW FAR 15.204-2(h))**

Except for those items proposed by the contractor and agreed upon by the Government and contractor during negotiation of individual task orders, any material purchased by the contractor under this contract must be approved by the Contracting Officer prior to its purchase. The Government shall not be liable for material purchased without the Contracting Officer's prior consent.

#### **H.15 DISA 52.228-9100 WORK ON A GOVERNMENT INSTALLATION (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.
- 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 Contracting Officer's Representative (COR) may reasonably require for safety and accident prevention purposes.

**H.16 DISA 52.232-9100 NOTIFICATION UNDER A TIME & MATERIAL CONTRACT AND A COST-REIMBURSEMENT CONTRACT (IAW FAR 52.232-7 and 52.232-20)**

The notification required by the FAR 52.232-7, "Payments under Time-and-Materials and Labor-Hour Contracts," and FAR 52.232-20, "Limitation of Cost," 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 Contracting Officer SHALL NOT constitute compliance with this requirement. Separate notification is required for O&M and RDT&E appropriations.

**H.17 DISA 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 SOW.

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 Contracting Officer 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 Contracting Officer 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.