

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING		PAGE OF PAGES 1 45			
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-10-D-0011		3. EFFECTIVE DATE 29 Jul 2010			4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 1300122848					
5. ISSUED BY CDR NAWCWD CODE 254200D ATTN: R. KALE (760) 939-8290 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555		CODE N68936		6. ADMINISTERED BY (If other than Item 5)		CODE				
				See Item 5						
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) L-3 COMMUNICATIONS CORPORATION STACIE NEAL 15825 ROXFORD ST SYLMAR CA 91342-3537				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days				
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM				
CODE 60225		FACILITY CODE								
11. SHIP TO/MARK FOR See Schedule		CODE		12. PAYMENT WILL BE MADE BY NAVY ERP NAVAIR WD, CODE J26000D 1 ADMIN CIRCLE MAIL STOP 1318 CHINA LAKE CA 93555-5000		CODE N64141				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA						
15A. ITEM NO.	15B. SUPPLIES/ SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT			
SEE SCHEDULE										
15G. TOTAL AMOUNT OF CONTRACT								\$352,076.00		
16. TABLE OF CONTENTS										
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES					
X	A	SOLICITATION/ CONTRACT FORM			1 - 3	X	I	CONTRACT CLAUSES		28 - 45
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			4 - 6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT			7 - 16		J	LIST OF ATTACHMENTS		
X	D	PACKAGING AND MARKING			17	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE			18		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE			19		L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA			20 - 23		M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS			24 - 27					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE										
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return [] copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)						18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N68936-09-R-0043				
						including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.				
19A. NAME AND TITLE OF SIGNER (Type or print)						20A. NAME OF CONTRACTING OFFICER THEODORE W FISKE / PROCUREMENT CONTRACTING OFFICE TEL: (760) 939-8182 EMAIL: theodore.fiske@navy.mil				
19B. NAME OF CONTRACTOR			19C. DATE SIGNED		20B. UNITED STATES OF AMERICA 			20C. DATE SIGNED 29-Jul-2010		
BY _____ (Signature of person authorized to sign)					BY _____ (Signature of Contracting Officer)					

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

FOR YOUR INFORMATION: The following addresses and point of contacts are provided:

Name: Renee Kale, Contract Specialist

Phone: (760) 939-8290

DSN: 437-8290

FAX: (760) 939-3095

Email address: renee.kale@navy.mil

U.S. Postal Service Mailing Address:

COMMANDER

CODE 220000D Renee Kale, (760) 939-8290

NAVAIRWARCENWPNDIV

429 E. BOWEN RD. MAIL STOP 4015

CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER

CODE 220000D Renee Kale, (760) 939-8290

NAVAIRWARCENWPNDIV

BLDG 982, MAIL STOP 4015

CHINA LAKE, CA 93555-6108

Name: Theodore Fiske, Contracting Officer

Phone: (760) 939-8182

DSN: 437-8182

FAX: (760) 939-3095

Email address: Theodore.Fiske@navy.mil

U.S. Postal Service Mailing Address:

COMMANDER

CODE 220000D Theodore Fiske, (760) 939-8182

NAVAIRWARCENWPNDIV

429 E. BOWEN RD. MAIL STOP 4015

CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER

CODE 220000D Theodore Fiske, (760) 939-8182

NAVAIRWARCENWPNDIV

BLDG 982, MAIL STOP 4015

CHINA LAKE, CA 93555-6108

ATTENTION-IMPORTANT MODIFICATION NUMBERING INFORMATION:

Bilateral Modifications issued by the Department of Defense agencies are no longer assigned an official "P0000" number until the contracting officer has released/signed the modification. This change is a result of the Defense Finance and Accounting Service (DFAS) Business Management Modernization Program (BMMP) requirement that modifications are to be released in numerical order without skipping any "P0000" numbers.

To accommodate this change the Standard Procurement System (SPS) now assigns a unique Modification Control Number (MCN) to each modification when it is created. The MCN was established for contractors to track the approved version of the modification. This number, unique to the modification, is included on both the draft modification and the released/signed modification. The MCN can be found in Block 14 of all modifications. The use of the MCNs ensures DFAS only receives modifications in numerical order

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	CETS support for H-60 helicopter T&M CETS support for H-60 helicopter IAW Statement of Work. On-site proficiency training, technical guidance and advice to resolve unusually complex technical problems, and technical expertise related to the H-60 Avionics. Estimated 2,016 man hours. YEAR 1 rates 1 August 2010 - 31 December 2010 Field Engineer Man Hour rate:\$ (b)(4) PMO Man Hour Rate: \$ (b)(4) FIN Man Hour Rate: \$ (b)(4) Year 1 Rates 1 Jan 2011 - 31 July 2011 Field Engineer Man Hour rate:\$ (b)(4) PMO Man Hour Rate: \$ (b)(4) FIN Man Hour Rate: \$ (b)(4) FOB: Destination PURCHASE REQUEST NUMBER: 1300122848	1	Lot	\$352,076.00	\$352,076.00 NTE
TOT ESTIMATED PRICE					\$352,076.00 NTE
CEILING PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel and materials T&M Travel will be determined after contract award and when required by NATEC. FOB: Destination	1	Lot		NSP
TOT ESTIMATED PRICE					
CEILING PRICE					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lot	\$371,223.00	\$371,223.00 NTE
OPTION	CETS support for H-60 helicopter				

T&M

First OPTION PERIOD. YEAR 4: CETS support for H-60 helicopter IAW Statement of Work. On-site proficiency training, technical guidance and advice to resolve unusually complex technical problems, and technical expertise related to the H-60 Avionics. Estimated 2,016.00 man hours. Pricing from 8/01/11 – 7/31/12 is specifically conditioned upon the availability of (b)(6) as the FSE. If this individual is unavailable for any reason after July 31, 2011, the prices herein and any resultant order shall be subject to adjustment after. At that time the contract will convert whereby CETS will be provided on an “on-call” basis.

YEAR 1 rates 1 August 2011 - 31 December 2011

Field Engineer Man Hour rate:\$ (b)(4)

PMO Man Hour Rate: \$ (b)(4)

FIN Man Hour Rate: \$ (b)(4)

Year 1 Rates 1 Jan 2012 - 31 July 2012

Field Engineer Man Hour rate:\$ (b)(4)

PMO Man Hour Rate: \$ (b)(4)

FIN Man Hour Rate: \$ (b)(4)

FOB: Destination

TOT ESTIMATED PRICE \$371,223.00 NTE
 CEILING PRICE

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		1	Lot		NSP
OPTION	Travel and materials				

T&M

Travel will be determined after contract award and when required by NATEC.

FOB: Destination

TOT ESTIMATED PRICE
 CEILING PRICE

CLAUSES INCORPORATED BY FULL TEXT

**5252.211-9504 LEVEL OF EFFORT (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS)
(NAVAIR) (NOV 1999)**

(a) Task orders shall establish an anticipated level of effort (projected man-hours) for each CLIN or SLIN and a Ceiling Price for that task order. The ceiling price shall be the sum of: (1) the projected prime Contractor hours multiplied by the appropriate hourly rates prescribed in the schedule; and (2) the estimated amount of materials priced in accordance with the clause entitled, Payments Under Time-and-Materials and Labor-Hour Contracts, including estimated subcontract costs calculated in the same manner as the prime Contractor using the subcontract price schedules.

(b) The Contractor may use any combination of hours of labor categories listed in any single task order, if necessary to perform that task order. Labor categories not shown may not be used without a task order modification. The Contractor may use any combination of prime Contractor labor, subcontractor labor, and other material expense in accomplishing the statement of work within the limits expressed below.

(c) The NAVAIR clause 5252.232-9507, "Limitation of Funds - Time and Material and Labor-Hour Contracts", applies independently to each task order under this contract and nothing in this provision amends the rights or responsibilities of the parties hereto under that clause. In addition, the notifications required by this clause are separate and distinct from any specified in the NAVAIR 5252.232-9507.

(d) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort the Contractor expects to incur under any order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed seventy-five (75%) percent of the level of effort established for that order; or

(2) The level of effort required to perform a particular order will be greater than the level of effort established for that order.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the ceiling price that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only (i.e. will apply only to effort expended after a modification (if any) is issued.

(e) Within thirty days after completion of the work under each task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, the COR and the Defense Contract Audit Agency office to which vouchers are submitted.

(1) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each CLIN or SLIN listed in the task order schedule, including the identification of the key employees utilized.

(2) The total labor price plus estimated total allowable material cost incurred under the task order,

(3) In the case of a cost under run, the amount by which the task order amount may be reduced to recover excess funds.

(f) In the event that less than one hundred (100%) percent of the established level of effort for a task order is expended, the Government may require continued performance subject to the remaining obligation.

Section C - Descriptions and Specifications

STATEMENT OF WORK

**PERFORMANCE WORK STATEMENT
FOR
NAVAL AIR TECHNICAL DATA AND ENGINEERING SERVICE COMMAND (NATEC)
CONTRACTOR ENGINEERING TECHNICAL SERVICES (CETS)
N68936-09-R-0043**

1. SCOPE

1.1 Background: This Performance Work Statement (PWS) defines the effort required for Contractor Engineering Technical Services (CETS) on-site proficiency training, technical guidance and advice to resolve unusually complex technical problems, and provide technical expertise related to the H-60 helicopter multiple avionics systems and associated test equipment, including but not limited to radar navigation and bombing navigation systems, including the dipping sonar system, and related test equipment and general avionic test/check equipment. The dipping sonar system is a subsystem of the aircraft bombing navigation system. The objective of CETS is to develop the technical skills and abilities of Navy and Marine Corps military and civilian personnel responsible for the operation and maintenance of the H-60 helicopter.

1.2 Scope: This acquisition is for Contractor Field Services – Prime (CFSP) types of Engineering Technical Services (ETS) in support of the H-60 helicopter. The aircraft maintenance is essential for the performance of the H-60 helicopters in their military roles and is therefore indispensable for both current deployments and Homeland Security. It is essential that the H-60 helicopters be flight-ready and able to perform its military missions with the minimum possible failures or faults. Insufficient military or civilian personnel exist within the Government to perform the necessary tasks, particularly those on new or modified systems which require knowledge the Government does not possess.

2. APPLICABLE DOCUMENTS.

2.1 General: Commander Naval Air Technical Training (CNATT) curricula (documents available online at <https://www.npdc.navy.mil/cnatt/nattc/default.cfm>).

3. REQUIREMENTS.

3.1 General Requirements: The Contractor shall provide CETS personnel in sufficient number to provide on-site proficiency training, technical guidance and information in the evaluation of field problems and render technical guidance related specifically to the H-60 helicopter radar navigation and bombing navigation systems, including the dipping sonar system and related test equipment. The training, guidance and information may involve any or all components of the H-60 helicopter related to the radar navigation and bombing navigation systems, including the dipping sonar system and related test equipment. The maintenance level for CETS is: Organizational (O) and some Intermediate (I).

3.1.1 The object of contractor field services is to elevate the technical skills and abilities of Military and Civilian personnel of the Department of Defense responsible for the operation and maintenance of the system/equipment to the level of self-sufficiency.

3.1.2 The contractor shall emphasize safety precautions to be taken in all training provided. Temporary Duty (TDY) from the specified duty station is minimal unless otherwise specified in Section B. Specific tasks will be called out on Task Orders.

3.2 Specific Requirements.

3.2.1 Equipment: The Contractor shall be required to provide Contractor Engineering Technical Services (CETS) specifically for the H-60 helicopter, including associated support equipment. Systems and equipment (as applicable to the aircraft configuration) may include:

SYSTEM	NOMENCLATURE	WUC	DISCIPLINE	PLATFORM
72	RADAR NAVIGATION SYSTEMS	72000	AVIONICS	H-60
	Support Equipment			
11	CLEANING/CORROSION/PRESERVATION EQPT	11000	AVIONICS	H-60
73	BOMBING NAVIGATION (includes dipping sonar)	73000	AVIONICS	H-60
78	MULTIPURPOSE TEST/CHECK EQUIPMENT	78000	AVIONICS	H-60
79	GENERAL AVIONIC TEST/CHECK EQUIPMENT	79000	AVIONICS	H-60

3.2.2 The Contractor shall be required to provide system-specific technical briefings to Navy, Marine Corps, and civilian personnel.

3.2.3 The Contractor shall provide on-site academic instruction and on-equipment proficiency training to Navy and Marine Corps personnel, to include Navy Engineering and Technical Services (NETS) Specialists on the installation, maintenance, troubleshooting techniques, and operation pertaining to the adjustment, bench check, routine maintenance, inspection, and repair of the prime systems and equipment.

3.2.4 The Contractor shall provide advice on the identification of, and instruction on the use of special tools, handling equipment, and test equipment associated with and related to the primary equipment/systems.

3.2.5 The Contractor shall provide advice on the development of resolutions for difficult and/or unusual organizational and intermediate level maintenance problems.

3.2.6 The Contractor shall provide advice to the NATEC Technical Coordinator or the NATEC Product Support Lead on problems requiring a quick response from the Field Service Technician (FST), Depot or other in-service engineering activity (also known as reach back support).

3.2.7 The Contractor shall provide operational and maintenance information available in the manufacturer's plant on new systems/equipment or approved modifications to operations and maintenance personnel.

3.2.8 The Contractor shall assist, train, and demonstrate, as required, the best methods of installations, modifications, and use of retrofit kits, with heavy emphasis on safety precautions.

3.2.9 The Contractor shall provide advice on supply support problems, which require manufacturer's assistance and/or cross-reference of manufacturer-to-Navy part numbers.

3.2.10 The Contractor shall assist the NATEC Technical Coordinator or the NATEC Product Support Lead in developing training plans and identifying training programs for assigned systems, which will ensure Navy and Marine Corps personnel and NETS, are trained to operate and maintain systems in accordance with Navy Technical Data and in accordance with the learning objectives derived from Navy Mission Essential Task Lists (NMETL).

3.2.11 The Contractor shall utilize Commander Naval Air Technical Training (CNATT) training curricula, lessons and performance testing criteria (referenced in paragraph 2.0 above) when appropriate; and shall provide training completion feedback to the NATEC Technical Coordinator or the NATEC Product Support Lead. Feedback shall include class rosters, test scores if applicable, and student course critiques. All training provided shall meet or exceed the Learning Objectives established by Navy Training System Plans (NTSPs) and CNATT.

3.2.12 The Contractor shall provide, when requested by the Government, review of prepared training materials in support of training required under this PWS to the program Technical Coordinator or Product Support Lead. As needed, the Contractor shall provide digital copies of training materials for use by other ETS. The Contractor shall also supply necessary materials including, but not limited to, lesson guides, course outlines (curricula), training aids (handouts, drawings, PowerPoint slides, etc.) and tests (written and practical).

3.2.13 The Contractor shall provide technical advice and assistance in accident investigations, failure data reports, and material deficiency reports, as requested, and not to interfere with direct fleet support requirements.

3.2.14 The Contractor shall provide Service Bulletin updates that relate to maintenance and/or operational problems, usually obtained from the manufacturer's plant or found in field information bulletins. The information from the bulletins will be made available to NETS and Navy Operations and Maintenance personnel for their use and inclusion in Navy Technical Manuals, as appropriate.

3.2.15 The Contractor shall provide to the Government point of contact (POC) one copy of the signed Certificate of Service (COS) for each Task through the detachment Officer In Charge (OIC) for the final signature and forwarding to the NATEC contracts division, within three workdays after the last day of the reporting month. The Contractor shall provide routine monthly activity reports to the Government point of contact (POC) and one copy of the signed Certificate of Service (COS) for each Task through the detachment Officer In Charge (OIC) for the final signature and forwarding to the NATEC contracts division.

3.2.16 The Contractor shall report completion of actions using the NATEC Electronic Local Assist Request (ELAR) or other Customer Relationship Management (CRM) application currently in use.

3.2.17 Upon exiting any task, the Contractor shall ensure the Contractor employees return all Government issued credentials, Computer Access Cards (CAC), identification cards, Navy Technician Designation (NTD) letters and all endorsements thereto, to the local or the assigned NATEC Detachment OIC in accordance with security protocols.

CLAUSES INCORPORATED BY REFERENCE

52.222-50 Combating Trafficking in Persons

FEB 2009

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9505 INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION TECHNOLOGY SYSTEMS (OCT 2007)

(a) Contractor personnel assigned to perform work under this contract may require access to Government IT Systems. Contractor personnel requiring access to Government IT Systems shall comply with AIR-7.2/7.4 Policy Memo 5510, "Information Technology (IT) Positions" dtd 17 May 2007 or latest version thereof, available at [IT_POSITIONS.pdf](#) as amended [IT Policy Amendment 6 June 07](#) or through the Procuring Contracting Officer (PCO). Prior to accessing any Government IT System, contractor personnel shall submit a completed Systems Authorization Access Request (SAAR), DD Form 2875, Annual Information Assurance (IA) training certificate, and initiate the requisite background investigation (or provide proof of a current background investigation) to the Contracting Officer's Representative (COR). For purposes of this clause, reference to the COR shall mean the PCO for contracts that do not have a designated COR. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(b) Contractor personnel shall complete, sign and date Part I of the SAAR (available at [DD2875 12 June 2006.pdf](#)) and coordinate with the COR to designate in Part III, block 28c, the appropriate IT level designation (IT-1, IT-2, or IT-3). The completed SAAR and proof of a current background investigation is to be provided to the COR. The COR will review the SAAR submitted by the contractor, and if the COR concurs that the contractor requires the IT access designated, the COR will complete and sign Part II. When a background investigation is required, contractor personnel shall coordinate with Command Personnel Security, AIR-7.4, and follow the procedures as described at the NAVAIR website [IT Positions Process for Contractors.doc](#).

(c) The contractor shall provide separate Information Technology Personnel Security Reports to the COR and to NAVAIR Security in accordance with CDRL. The report submitted to the COR shall not contain Social Security information that is required in the report submitted to NAVAIR Security. Both reports shall show that all contractor personnel meet the requirements for obtaining access to Government IT Systems, and that all requirements are verified and validated thereafter on an annual basis. All prime, subcontractor, consultants, and temporary employees shall be included in the reports. Revised reports shall be submitted when gains and/or losses of employees occur to ensure that all employees comply with these requirements prior to accessing Government IT Systems.

5252.222-9502 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (JCC-I/A 952.222-0001)(JUL 2009)

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

(b) Contractors are also required to comply with the following provisions:

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

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

(3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

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

(6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements including requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

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

5252.223-9503 REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (JCC-I/A 952.223-0001) (MAR 2009)

Contractors shall notify the Contracting Officer as soon as practicable, whenever employee kidnapping, serious injuries or deaths occur:

Report the following information:

Contract Number: Contract Description & Location, Company Name

Reporting party: Name, Phone number, E-mail address

Victim: Name, Gender (Male/Female), Age, Nationality, Country of permanent residence

Incident: Description, Location, Date and time

Other Pertinent Information

5252.225-9515 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (JCC-I/A 952.225-0003)(JAN 2010)

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and

biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixeter placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated 4 June 2008, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

(1) Inpatient daily rate: \$2,041.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

(2) Outpatient visit rate: \$195.00. This includes diagnostic imaging, laboratory, pathology, and pharmacy provided at the medical facility.

5252.225-9516 MONTHLY CONTRACTOR CENSUS REPORTING (JCC-I/A 952.225-0005)(MAR 2009)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.

(6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-00010.

NATEC-001 CONDITIONS OF CONTRACT (APR 2009)

(a) Tasks hereunder which must be performed outside the Continental United States shall be subject to the provisions of OPNAV Instruction 5720.3D, and all other appropriate regulations, orders and instructions of the Secretary of the Navy, the Department of the Navy, or the Department of Defense. The Contractor shall instruct each representative to familiarize himself with the provisions contained in the aforementioned documents. Requests for certificates of identification and other credentials for Contractor representatives shall be made in accordance with said documents.

(b) The Government shall have the right hereunder to order delivery of services for performance of tasks in areas which have been designated by the Department of Defense as subject to hostile fire, or at locations where the Contractor representative is subject to actual hostile fire as established and defined by current Department of Defense Directives. In the event of a deployment to a hostile or danger area that has been designated as such by the Department of State, compensation for danger pay will be in accordance with the rates and time periods established in the Department of State Index and applied to the salary of the representative.

(c) Contractor representatives assigned to perform tasks hereunder at locations outside the Continental United States shall be accredited to the United States Navy, shall be given proper credentials and identification cards and shall be subject to such regulations as have been or may hereafter be issued by the United States Government regarding Contractor representatives serving with the United States Armed Forces in foreign theaters of operation.

(d) To avoid unnecessary delays at the port of embarkation, the Contractor is responsible for ensuring that personnel designated to perform under this contract have the proper security clearance, passports and visas and have met the immunization requirements for the area to which they are assigned. Contractor personnel reporting for overseas assignments without the proper passport, visa, security clearance and/or inoculations are not considered to be fully qualified to perform their assignments. No compensation for services will be allowable under this contract until the time needed to process the above items is completed.

(e) With respect to Contractor representatives not accompanied by dependents, Government quarters, if available, shall be utilized on overseas assignments (that are outside of the continental United States). Whether or not such quarters will be considered available shall be determined in accordance with the criteria set forth below:

(i) Government quarters shall be considered available if accommodations suitable for a Commissioned officer are assigned.

(ii) The Government shall have six (6) weeks after the reporting date of an employee to assign accommodations suitable for a commissioned officer, in the event such accommodations are not assigned within the said (6) weeks, Government Quarters shall be considered unavailable.

(iii) In the event Government Quarters are made available after an employee has been utilizing commercial quarters for a period of six (6) weeks or more after the reporting date, the employee may elect to utilize such Government quarters, however, utilization of Government Quarters is not mandatory.

(iv) Notwithstanding (i) and (ii) above, in the event of occupancy of any Government quarters requested by an employee, the said Government quarters shall be considered adequate and available.

(v) Notwithstanding (i) and (ii) above, in the event of voluntary occupancy by an employee of furnished Government quarters for a period in excess of six (6) weeks, the said quarters shall be considered adequate and available.

(vi) Quarters furnished while embarked in a naval vessel shall be considered adequate and available.

(f) The Contractor shall have the right to remove or replace his personnel assigned to perform tasks hereunder pursuant to any order for services and to substitute other qualified personnel in lieu thereof, provided that such removal or replacement shall not be due cause for a break in services being furnished or additional costs to the Government and that such removal or replacement shall have been brought to the attention of the Commanding Officer, Naval Air Technical Data and Engineering Service Command (NATEC). Any removals or replacements for the convenience of the Contractor, including time of travel and training costs for replacement personnel, shall be at the Contractor's expense. The Contractor shall notify the Commanding Officer, NATEC approximately thirty (30) days prior to such change so that orderly processing of task description letter and related security and administrative details may be accomplished. Removals and replacements of Contractor personnel shall be at the expense of the Contractor except when such removal or replacement is for reasons as follows:

(i) Employees whose removal or replacement is necessitated by circumstances beyond the control of the Contractor, except employee resignations or walking off the job, shall be replaced at the current man day rate in the contract with no relocation expenses to the Government.

(ii) Employees removed as a result of task cancellation or completion of services hereunder. The Government will notify the contractor at least fifteen (15) days prior to the cancellation or termination of any task.

(iii) Removal or replacement of employees performing tasks hereunder who have been continuously performing tasks-under this contract, or the immediate prior NATEC technical services contract for the same task, at a single location for a continuous period of thirty-six (36) or more consecutive months.

(g) Upon any finding of unsatisfactory performance of the task by the inspector designated hereunder, the Commanding Officer, NATEC, may upon written notice of such findings to the Contractor, direct the Contractor to cease further performance of the task in whole or in part. Any entitlement to reimbursement for services performed pursuant to any order for services hereunder shall cease upon receipt of such notice by the Contractor. In the event a finding of unsatisfactory performance of the task is based upon an act or acts by Contractor employee or employees that, are unlawful; in violation of Government regulations, or that constitute habits or traits of character which are prejudicial to good order and discipline, the Contractor shall be permitted to replace such employee or employees or may be directed to do so depending upon the severity of the situation. Any instance of unsatisfactory performance that results in removal of the employee, the contractor shall replace the employee at the current man day rate in this contract. Such removal will not entitle the Contractor to reimbursement for travel or time of travel connected with such removal.

(h) The Contractor shall ensure that all employees exiting the task for any reason, return all Government issued credentials, such as Common Access Card (CAC), and including any Navy Technician Designation (NTD) letters and all endorsements thereto, to the assigned Officer-in-Charge (OIC).

NATEC-002 MAN-DAY RATES AND PER DIEM (APR 2009)

The Government will pay to the Contractor as full compensation for services rendered in performance of this contract, time and overtime rates listed in Section B (which rates are based on the following definitions), plus the various direct cost limitations listed in Section B as further qualified in other paragraphs of this Section C.

(a) Straight Time: A normally scheduled forty (40) hour workweek or a reduced workweek. A normally scheduled forty (40) hour workweek shall consist of five (5) eight (8) hour days per week. A week is a period of seven (7) consecutive days commencing on the first day of the normally scheduled workweek, Monday. A reduced work week shall consist of forty (40) hours less the amount of time off for vacation leave, sick leave, and/or any of the ten (10) holidays, provided however, such time off occurs on a day that the Contractor's employee's normally work. The man day rates for straight time shall cover all expenses, prorated vacation and/or emergency leave, sick leave, holidays (New Years Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Columbus Day, Thanksgiving Day and Christmas), applicable insurance of all kinds, general and administrative expense, salaries of personnel (including support personnel), and profit; excluding any and all costs which are directly reimbursable in accordance with other paragraphs of this section.

(b) Overtime is generally defined as work in excess of eight (8) hours in one day and work in excess of forty (40) hours in one week for the regular schedule, or in the case of the compressed work schedule (CWS), work in excess of ten (10) hours in one day and work in excess of eighty (80) hours in two weeks, not accounted for under (i) above, or work in excess of a reduced work week not accounted for under (i) above.

(c) The Carrier Afloat rate is only used when the contractor's representative is providing services on a carrier while at sea; it is not used for services provided while the carrier is in port. There is no overtime paid for work while the carrier is at sea. Billing shall be for straight time only. All billing, regardless of total hours actually incurred while on the carrier, shall be 8 hours per day and shall bill only Monday thru Friday with no billing for Saturday or Sunday. Billing shall exclude Saturday and Sunday regardless of any hours incurred Saturday or Sunday. The Carrier afloat rate has been established to include all aforementioned billing considerations.

(d) Payment for Overtime - payment under this contract shall not include any amounts of overtime premiums, except to the extent that they either are:

- (i) Approved in writing by Commanding Officer, NATEC, on behalf of the Government, or
- (ii) Paid for the following type of work:

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

- (2) By indirect labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities or accounting;
 - (3) In the performance of test, industrial process, laboratory procedures, loading or unloading of transportation media, and operations in flight, which are continuous in nature and cannot reasonably be interrupted or otherwise completed; or
 - (4) Which will result in lower overall cost to the Government.
- (e) Subsistence and Lodging for Temporary Duty (TDY) Assignments - will be paid to the Contractor on an actual basis up to the maximum amounts listed for each TDY assignment location in accordance with the most recent Joint Travel Regulation allowances and terms of this contract.

NATEC-003 TRAVEL, HOUSEHOLD MOVING AND RELOCATION EXPENSES (AUG 2007)

The Contractor shall be reimbursed for travel expenses, household-moving expenses, and relocation expenses incurred by its representatives performing tasks ordered under this contract. Reimbursement for these expenses will be at actual cost not to exceed the limitations in the Federal Joint Travel Regulations (FJTR) and subject to the terms and conditions of this contract. Section B of this contract contains the estimated reimbursable expenses.

(a) When available the Contractor shall direct employees performing tasks ordered hereunder to utilize Government transportation within the continental United States. If such Government transportation is not readily available, transportation may be made by commercial carrier or privately owned automobile and the cost paid by the Contractor, subject to reimbursement in accordance with subparagraph (c) below on presentation of properly certified Reimbursable Expense Claim as required under Section G hereof.

(b) In the event a task ordered hereunder requires travel overseas that is outside of the continental United States, the Government will furnish in addition to necessary transportation within the continental United States, all transportation from the Port of Embarkation in the continental United States to the site of work, between sites of work, and return to the Port of Entry in the continental United States. In the event that the Government Agency furnishing the transportation by Government Carrier requires payment, the Contractor shall pay the cost thereof and be reimbursed pursuant to the terms of this Section. If such Government transportation is not available, transportation may be made by commercial carrier.

(c) When domestic and overseas travel (outside of the continental United States) is by Government or Commercial Carrier, the Government will reimburse the Contractor on the basis of actual cost, and when such travel is performed by private automobile, the Government will reimburse the Contractor at a fixed rate in accordance with the current Joint Travel Regulations rate per mile plus road, ferry and bridge toll, provided that:

(i) In the event Government transportation is available but not utilized, payment for transportation costs shall be limited to the amount of transportation cost incurred had Government transportation been utilized, or the actual transportation costs whichever is lower; and

(ii) Transportation by private or rental automobile is determined to be in the best interests of the Government.

(iii) When travel is performed by private automobile, reimbursable mileage hereunder shall be computed in accordance with the current issue of Rand McNally Standard Highway Mileage Guide.

(d) The cost of transportation reimbursable in the preceding paragraphs (a) through (c) includes only such cost of transportation as are incurred by Contractor's employees in performance of tasks ordered hereunder. Transportation shall be deemed to include travel for Contractor representatives to proceed to site or sites for performance of tasks hereunder, for transfer between task sites and for return of such representatives to contractor's plant upon completion or termination of task, except when reimbursement for travel and time of travel is not allowable under the provisions of the Section C clause entitled "Conditions of Contract". The Contractor shall not be reimbursed as a (direct or indirect) charge under this contract for any costs of transportation for on-base travel at U.S. Military Installations, or for daily travel to and from work.

(e) In the event a task ordered hereunder requires performance at a location-within the continental U.S. for a period of twelve (12) months or more, the Contractor shall be reimbursed for costs of travel and time of travel as set forth in subparagraphs (a) through (d) above, and for actual costs incurred in movement or storage of personnel effects of individual contractor representatives performing there under; provided that in no event shall costs be reimbursed for shipment of personnel effects in excess of 12,000 pounds, based on release at lowest evaluation, or for storage in excess of thirty (30) days or be contrary to FAR 31. Per diem in lieu of reimbursement for household

move shall not be allowable for tasks requiring performance in the continental U.S. (CONUS) for periods of twelve (12) months or longer unless authorized by the Commanding Officer, NATEC. Subsistence and lodging costs at the contractor representative's permanent duty station within CONUS shall not be reimbursed unless specifically authorized by other provisions of this contract.

(f) On completion or cancellation of any task ordered hereunder performed within the continental United States, the Contractor will be reimbursed for cost of time and travel of the representative; and for movement and storage of personnel effects as set forth in subparagraph (e) above from location of task performance to Contractor's plant, except as set forth in subparagraph (g) below and the Section C clause entitled "Conditions of Contract".

(g) In the event the Contractor is reimbursed for transportation and moving costs under provisions of subparagraphs (e) above and subsequently removes the technical representative under provisions of the Section C clause entitled "Conditions of Contract", paragraph (f), for convenience of the Contractor, the amount of such reimbursement shall be returned to the Government unless a replacement representative is furnished and all costs incident to such replacement are borne by the Contractor.

(h) The Contractor shall not be reimbursed for movement or storage of personal effects of technical representatives nor for relocation allowances when reimbursement for travel and time of travel is not allowable under the provisions of the Section C clause entitled "Conditions of Contract".

(i) When tasks require performance outside the Continental United States, the Government will not reimburse the Contractor for any relocation costs other than the cost of travel and time of travel of the Contractor representatives assigned to perform under the ordered task.

(j) Nothing contained herein and notwithstanding FAR 31.205-35 (Relocation costs), shall be construed as imposing an obligation on the Government to reimburse the Contractor for any expenses involving transportation, relocation, subsistence, lodging, travel, and similar expenses of persons other than Contractor representatives assigned to perform task ordered hereunder. Accordingly, unless otherwise stated, only the contractor employee (and not members of the immediate family) will be reimbursed for relocation or travel costs according to the terms of this contract.

NATEC-004 SERVICES FURNISHED BY THE GOVERNMENT (AUG 2007)

(a) Use of Government communication facilities is authorized for the exchange of messages between Contractor personnel and the Contractor, where and when available and if the Contractor is unable to procure commercial communication services, but the use therefore shall be subject to the regulations of the Representatives of the Government in charge thereof.

(b) Contractor employees will be authorized the use of local Government telephone facilities (except DSN) on a no-charge basis. The authorization shall be limited to official business telephone calls as required in the direct performance of services under this contract. Use of telephones hereunder shall be in accordance with the same local directives as are applicable to Government employees.

(c) Use of DSN capability is not authorized.

NATEC-005 EMPLOYMENT OF DEPARTMENT OF DEFENSE PERSONNEL RESTRICTED (AUG 2007)

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part time basis) any current Department of Defense (DoD) personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or Navy instruction, regulations or policies might possibly be contravened and no appearance of a conflict of interest will result.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

D-TXT-04 CLASSIFIED MATTER (APR 2002)

Classified matter, if applicable, will be packed and shipped in accordance with transmission instructions contained in the National Industrial Security Program Operating Manual (NISPOM) and the DD Form 254 attached to this contract.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
----------	--	----------

CLAUSES INCORPORATED BY FULL TEXT

NATEC-006 INSPECTION AND ACCEPTANCE (AUG 2007)

The Certificate of Services is used to document satisfactory performance of the Contractor's representative. The inspector will annotate on the Certificate of Services as to any reported information that cannot be certified or is incorrect. The inspector is the Federal Officer at the site of task performance responsible for ensuring that the task is properly performed. The inspector is normally the NATEC Officer in Charge at the NATEC Detachment to which the task is assigned. If there is not a NATEC Detachment at the task site, then the maintenance officer or other designated person at the user activity will normally be the inspector. The COR shall rely on the inspector's certification of the information contained in the Certificate of Services for verification of what services were actually provided to the Government.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-AUG-2010 TO 31-JUL-2011	N/A	N/A FOB: Destination	
0002	POP 01-AUG-2010 TO 31-JUL-2011	N/A	N/A FOB: Destination	
0003	POP 01-AUG-2011 TO 31-JUL-2012	N/A	N/A FOB: Destination	
0004	POP 01-AUG-2011 TO 31-JUL-2012	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES (NAVAIR) (MAR 1999)

As referred to in paragraph (b) of FAR 52.216-22 " Indefinite Quantity" of this contract, the contract minimum quantity is \$50,000.00; the maximum quantity is the total authorized amount of the contract.

F-TXT-01 OPTION PERIOD OF PERFORMANCE (MAR 2003)

(1) The period of performance for CLIN(s) 0003 and 0004 is beginning 1 August 2011 and ending 31 July 2012. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause 52.217-9.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions OCT 2005

CLAUSES INCORPORATED BY FULL TEXT

**5252.201-9501 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR)(NAVAIR)
(OCT 1994)**

(a) The Contracting Officer has designated

(b)(6) as the authorized Contracting Officer's Representative (COR) for this contract.

Phone: (b)(6)

Mailing Address:

Naval Air Technical Data and Engineering Service Command (NATEC)
PO Box 357031
NAS North Island
San Diego, CA 92135-7031

(b)(6) as the authorized Alternate Contracting Officer Representative (ACOR)

Phone: (b)(6)

Mailing Address:

Naval Air Technical Data and Engineering Service Command (NATEC)
PO Box 357031
NAS North Island
San Diego, CA 92135-7031

(b) The duties of the COR are limited to the following: The COR is responsible for monitoring the performance and progress, as well as overall technical management of the orders placed hereunder and should be contacted regarding any questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to the competition of this contract.

(c) When, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing. No action will be taken by the Contractor under such technical instruction until the Contracting Officer has determined if such effort is within the contract scope, and, if not, has issued a contract change.

CLAUSES INCORPORATED BY FULL TEXT

(b) The Contractor should submit final billing/completion invoices within sixty days of the last month after the completion of services. When additional billings will be submitted after completion of work, the Contractor will advise the NATEC Certifying Officer, the estimated amount of additional billings by task number.

NATEC-009 SUBMISSION OF FORMS COVERING BREAKDOWN OF SERVICES AND DIRECT REIMBURSABLE EXPENSES (AUG 2007)

Form Covering Services: The Contractor shall require each representative assigned to perform tasks pursuant to an order for services hereunder to complete, obtain certification from the cognizant inspector, and submit to the Contractor, a Certificate of Service each month on the form provided by NATEC. Each report shall detail services furnished in performance of task from the first workday of the calendar month reported, and be submitted with the Contractor's invoices.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or individual Task Order, or another agreed upon date, upon the contractor's written request the Contracting Officer will terminate the contract or individual Task Order on that date, in accordance with the provisions of the Termination clause of this contract. If the contractor estimates that the funds available will allow it to continued to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate the contract or individual Task Order on that later date.

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

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

(2) The contractor is not obligated to continue performance under this contract or individual Task Orders (including actions under the Termination clause of this contract), or otherwise incur costs in excess of the amount then allotted to the contract or Task Order by the Government, until a modification is executed increasing the amount allotted by the Government to the contract or Task Order.

(g) The ceiling price shall be increased in accordance with the provisions of FAR clause 52.232-7, "Payments Under Time-and-Materials and Labor-Hour Contracts".

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

(i) When and to the extent the amount allotted by the Government to the contract or an individual Task Order is increased, any costs the contractor incurs before the increase that are in excess of the amount previously allotted by the Government shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

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

(k) Nothing in this clause shall affect the right of the Government to terminate this contract or an individual Task Order.

5252.242- 9518 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)(NAVAIR) (FEB 2009)

(a) The Contractor Performance Assessment Reporting System (CPARS) has been established to collect past performance information on defense contractors as required by FAR 42.1502 (DoD Deviation 99-O0002). The frequency and type of CPARS reports (initial, intermediate, final, out-of-cycle, and addendum) shall be as required in the DoD CPARS Policy Guide that is available at: <http://www.cpars.csd.disa.mil/cparsmain.htm>

(b) For orders placed against contracts and agreements the contractor's performance shall be assessed on an order-by-order basis [____] or total contract/agreement basis [____] (contract specialist is to check one) .

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

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

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

Name: Theodore Fiske, Contracting Officer

Phone: (760) 939-8182

DSN: 437- 8182

FAX: (760) 939-3095

Email address: Theodore.Fiske@navy.mil

U.S. Postal Service Mailing Address:

COMMANDER

CODE 220000D Theodore Fiske, (760) 939-8182

NAVAIRWARCENWPNDIV

429 E. BOWEN RD. MAIL STOP 4015

CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER

CODE 220000D Theodore Fiske, (760) 939-8182

NAVAIRWARCENWPNDIV

BLDG 982, MAIL STOP 4015

CHINA LAKE, CA 93555-6108

Or other designated NAVAIR Contracting Officer

NATEC-010 SPECIAL PROVISIONS (AUG 2007)

(a) Written notification of task termination will not be issued unless the task termination date is changed from the task termination date specified in the task call-up letter or extension letter or message.

(b) Logistics Support for U.S. Contractors outside CONUS: The determination concerning Logistics Support such as APO/FPO Military Exchanges, Commissary and Officer Club privileges will be made by the Local Area Commander.

(c) The Contractor will ensure that all Contractor Field Service technical representatives and Task incumbents:

(i) Are financially prepared to commence immediate temporary duty assignments upon reporting to task.

(ii) Have in their possession at least one set of U.S. TECHNICIAN collar insignia - a collar insignia is defined as a gilt pin 5/8 inches wide by 3/4 inch high bearing the inscription U.S. TECHNICIAN.

(iii) Have the appropriate level of clearance required to perform his/her specific task. See Addendum to DD-254, Attachment 2 for task clearance requirements. Also, the contractor must provide Operations Security (OPSEC) protection for classified information (as defined in Industrial Security Directives) and sensitive information (as defined in Public Law 100-235, 8 January 1988) develop or used in performance of this contract.

(iv) Are well qualified to perform the task under this contract. The contractor is responsible for supervising techniques used in contract performance and for keeping task incumbents informed of all improvements, changes, and changes of operation.

NATEC-011 REPRESENTATIVES ASSIGNED TO FILL TASKS IN THE WESTERN PACIFIC (WESTPAC) (AUG 2007)

(a) All contractor representatives assigned to fill WESTPAC tasks ordered under this contract, if applicable, shall stop at the following NATEC “embarkation point” to verify possession of proper credentials and to obtain required NATEC endorsements on applicable paperwork prior to departing CONUS:

Commanding Officer

Naval Air Technical Data and Engineering Service Command (NATEC)

Code 6.7.4

Building 2, Naval Air Station, North Island

San Diego, California, 92135-7031

(b) All representatives are required to have, as a minimum, credentials for entry into Japan. Upon reporting to the NATEC “embarkation point”, representatives shall present all necessary credentials including valid passport with Department of State Stamp for entry into Japan.

(c) The contractor is entitled to bill one day of service for the day a representative reports to NATEC “embarkation point” with proper credentials. Contractor personnel reporting to the NATEC “embarkation point” without proper credentials, are not considered to be fully qualified to perform their assignments. Representatives shall not proceed to the WESTPAC assignment until the detachment cited above verifies that the Contractor’s representatives possess proper credentials. Representatives having all necessary documentation will have written acknowledgment thereof entered on the Navy Technician Designation (NTD). No compensation for services shall be allowable under this contract until proper credentials are presented to and verified by the NATEC “embarkation point”. Time expended by the representative and costs incurred in connection with obtaining proper credentials shall not be allowable as a direct cost under this contract.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	MAR 2009
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II (Dev)	Small Business Subcontracting Plan (Apr 2008) Alternate II (Deviation)	OCT 2001
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000

52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.230-2	Cost Accounting Standards	OCT 2008
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-6	Subcontracts for Commercial Items	MAR 2009
52.245-1	Government Property	JUN 2007
52.245-1	Government Property	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.248-1	Value Engineering	FEB 2000
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.215-7004	Excessive Pass-Through Charges	MAY 2008
252.219-7003 (Dev) Alt I	Small Business Subcontracting Plan (DoD Contracts) (Deviation) Alternate I	APR 2007
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2009
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from contract award until the end of the performance period.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 5252.216-9506;

(2) Any order for a combination of items in excess of the total amount of award; or

(3) A series of orders from the same ordering office in the course of the contract period specified in the clause in Section F, Contract Period of Performance, that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

CLAUSES INCORPORATED BY FULL TEXT

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 July 2012.

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day of the expiration date of the contract; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten years or the period of performance specified in the Section F, whichever comes first.

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

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

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

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business

under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

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

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

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code [_____] assigned to contract number [_____].

[Contractor to sign and date and insert authorized signer's name and title].

Signature

Date

Signer's Printed Name

Signer's Title

52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate. (1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(i) Performed by the Contractor;

- (ii) Performed by the subcontractors; or
- (iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or authorized representative. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--

- (i) Individual daily job timekeeping records;
- (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract;

or

- (iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials. (1) For the purposes of this clause--

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

- (i) Quantities being acquired; and
- (ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--

- (i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice;

or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--

- (i) Comprised only of costs that are clearly excluded from the hourly rate;
- (ii) Allocated in accordance with the Contractor's written or established accounting practices; and
- (iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits.

When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in

no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the **30th** day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. (i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

52.244-2 SUBCONTRACTS (JUN 2007)

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

“Approved purchasing system” means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

- (1) Is of the cost-reimbursement, time-and-materials, or labor- hour type; or
- (2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of- cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404- 4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

_____*

*(To be completed at time of award)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.arnet.gov/far> or <http://farsite.hill.af.mil>.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (NOV 2005)

(a) Definitions. As used in this clause-

(1) "Material management and accounting system (MMAS)" means the Contractor's system or systems for planning, controlling, and accounting for the acquisition, use, issuing, and disposition of material. Material management and accounting systems may be manual or automated. They may be stand-alone systems or they may be integrated with planning, engineering, estimating, purchasing, inventory, accounting, or other systems.

(2) "Valid time-phased requirements" means material that is-

(i) Needed to fulfill the production plan, including reasonable quantities for scrap, shrinkage, yield, etc.; and

(ii) Charged/billed to contracts or other cost objectives in a manner consistent with the need to fulfill the production plan.

(3) "Contractor" means a business unit as defined in section 31.001 of the Federal Acquisition Regulation (FAR).

(b) General. The Contractor shall-

(1) Maintain an MMAS that-

(i) Reasonably forecasts material requirements;

(ii) Ensures that costs of purchased and fabricated material charged or allocated to a contract are based on valid time-phased requirements; and

(iii) Maintains a consistent, equitable, and unbiased logic for costing of material transactions; and

(2) Assess its MMAS and take reasonable action to comply with the MMAS standards in paragraph (e) of this clause.

(c) Disclosure and maintenance requirements. The Contractor shall-

(1) Have policies, procedures, and operating instructions that adequately describe its MMAS;

(2) Provide to the Administrative Contracting Officer (ACO), upon request, the results of internal reviews that it has conducted to ensure compliance with established MMAS policies, procedures, and operating instructions; and

(3) Disclose significant changes in its MMAS to the ACO at least 30 days prior to implementation.

(d) Deficiencies.

(1) If the Contractor receives a report from the ACO that identifies any deficiencies in its MMAS, the Contractor shall respond as follows:

(i) If the Contractor agrees with the report findings and recommendations, the Contractor shall-

(A) Within 30 days (or such other date as may be mutually agreed to by the ACO and the Contractor), state its agreement in writing; and

(B) Within 60 days (or such other date as may be mutually agreed to by the ACO and the Contractor), correct the deficiencies or submit a corrective action plan showing milestones and actions to eliminate the deficiencies.

(ii) If the Contractor disagrees with the report findings and recommendations, the Contractor shall, within 30 days (or such other date as may be mutually agreed to by the ACO and the Contractor), state its rationale for each area of disagreement.

(2) The ACO will evaluate the Contractor's response and will notify the Contractor in writing of the-

(i) Determination concerning any remaining deficiencies;

- (ii) Adequacy of any proposed or completed corrective action plan; and
 - (iii) Need for any new or revised corrective action plan.
- (3) When the ACO determines the MMAS deficiencies have a material impact on Government contract costs, the ACO must reduce progress payments by an appropriate percentage based on affected costs (in accordance with FAR 32.503-6) and/or disallow costs on vouchers (in accordance with FAR 42.803) until the ACO determines that--
- (i) The deficiencies are corrected; or
 - (ii) The amount of the impact is immaterial.
- (4) If the contractor fails to make adequate progress, the ACO must take further action. The ACO may--
- (i) Elevate the issue to higher level management;
 - (ii) Further reduce progress payments and/or disallow costs on vouchers;
 - (iii) Notify the contractor of the inadequacy of the contractor's cost estimating system and/or cost accounting system; and
 - (iv) Issue cautions to contracting activities regarding the award of future contracts.
- (e) MMAS standards. The MMAS shall have adequate internal controls to ensure system and data integrity, and shall--
- (1) Have an adequate system description including policies, procedures, and operating instructions that comply with the FAR and Defense FAR Supplement;
 - (2) Ensure that costs of purchased and fabricated material charged or allocated to a contract are based on valid time-phased requirements as impacted by minimum/economic order quantity restrictions.
 - (i) A 98 percent bill of material accuracy and a 95 percent master production schedule accuracy are desirable as a goal in order to ensure that requirements are both valid and appropriately time-phased.
 - (ii) If systems have accuracy levels below these, the Contractor shall provide adequate evidence that-
 - (A) There is no material harm to the Government due to lower accuracy levels; and
 - (B) The cost to meet the accuracy goals is excessive in relation to the impact on the Government;
 - (3) Provide a mechanism to identify, report, and resolve system control weaknesses and manual override. Systems should identify operational exceptions such as excess/residual inventory as soon as known;
 - (4) Provide audit trails and maintain records (manual and those in machine readable form) necessary to evaluate system logic and to verify through transaction testing that the system is operating as desired;
 - (5) Establish and maintain adequate levels of record accuracy, and include reconciliation of recorded inventory quantities to physical inventory by part number on a periodic basis. A 95 percent accuracy level is desirable. If systems have an accuracy level below 95 percent, the Contractor shall provide adequate evidence that-
 - (i) There is no material harm to the Government due to lower accuracy levels; and
 - (ii) The cost to meet the accuracy goal is excessive in relation to the impact on the Government;
 - (6) Provide detailed descriptions of circumstances that will result in manual or system generated transfers of parts;
 - (7) Maintain a consistent, equitable, and unbiased logic for costing of material transactions as follows:
 - (i) The Contractor shall maintain and disclose written policies describing the transfer methodology and the loan/pay-back technique.
 - (ii) The costing methodology may be standard or actual cost, or any of the inventory costing methods in 48 CFR 9904.411-50(b). The Contractor shall maintain consistency across all contract and customer types, and from accounting period to accounting period for initial charging and transfer charging.
 - (iii) The system should transfer parts and associated costs within the same billing period. In the few instances where this may not be appropriate, the Contractor may accomplish the material transaction using a loan/pay-back technique. The "loan/pay-back technique" means that the physical part is moved temporarily from the contract, but the cost of the part remains on the contract. The procedures for the loan/pay-back technique must be approved by the ACO. When the technique is used, the Contractor shall have controls to ensure-
 - (A) Parts are paid back expeditiously;
 - (B) Procedures and controls are in place to correct any overbilling that might occur;
 - (C) Monthly, at a minimum, identification of the borrowing contract and the date the part was borrowed;
- and
- (D) The cost of the replacement part is charged to the borrowing contract;
- (8) Where allocations from common inventory accounts are used, have controls (in addition to those in paragraphs (e)(2) and (7) of this clause) to ensure that-
- (i) Reallocations and any credit due are processed no less frequently than the routine billing cycle;
 - (ii) Inventories retained for requirements that are not under contract are not allocated to contracts; and

- (iii) Algorithms are maintained based on valid and current data;
- (9) Regardless of the provisions of FAR 45.505-3(f)(1)(ii), have adequate controls to ensure that physically commingled inventories that may include material for which costs are charged or allocated to fixed-price, cost-reimbursement, and commercial contracts do not compromise requirements of any of the standards in paragraphs (e)(1) through (8) of this clause. Government-furnished material shall not be-
 - (i) Physically commingled with other material; or
 - (ii) Used on commercial work; and
- (10) Be subjected to periodic internal reviews to ensure compliance with established policies and procedures.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)

- (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.
- (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.
- (c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

5252.225-9514 ARMED PERSONNEL INCIDENT REPORTS (JCC-I/A 952.225-0002)(JAN 2010)

- (a) All contractors and subcontractors in the United States Forces-Iraq (USF-I) or United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting USF-I or USFOR-A forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective USF-I or USFOR-A Commanders relating to force protection and safety.
- (b) **IRAQ:** Contractors shall provide all incidents and use of weapons firing incidents to the USF-I Contractor Operations Cell (CONOC) as soon as practical, based upon the situation, and submit a written report to CONOC within 4 hours. The initial report shall include the name of the company, location of the incident, time when the incident occurred, a brief description of the events leading up to the incident, and a company point of contact. A follow-up, comprehensive written report shall be provided to the CONOC within 96 hours of the incident. Reports shall be submitted to CONOC at : mncic3conoc@iraq.centcom.mil; , DSN 318-435-2369; Iraqna 0044 203 286 9851 or 0044 203 239 5894; or Skype: MNCICONOC.
- (c) **AFGHANISTAN:** Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the PARC-A Chief of Operations and the JOC @ USFOR-A (JOC SHIFT DIRECTOR, DSN: 318-237-1761) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The PARC-A Chief of Operations in coordination with the JOC will issue guidance for further reporting requirements.
- (d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC /JOC Watch.

5252.225-9515 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (JCC-I/A 952.225-0003)(JAN 2010)

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated 4 June 2008, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

(1) Inpatient daily rate: \$2,041.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

(2) Outpatient visit rate: \$195.00. This includes diagnostic imaging, laboratory, pathology, and pharmacy provided at the medical facility.

5252.225-9516 MONTHLY CONTRACTOR CENSUS REPORTING (JCC-I/A 952.225-0005)(MAR 2009)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the

25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

5252.225-9518 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (JCC-III 952.225-0001)(FEB 2010)

(a) **General.** Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, United States Forces – Iraq (USF-I) and United States Forces – Afghanistan (USFOR-A) Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, who will seek individual authorization to be armed under the provisions of this contract (requests for blanket authorization for groups or organizations will not be approved), comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.50, *Private Security Contractors (PSCs) Operating in Contingency Operations*;
- (2) DODI 3020.41, *Program Management for Acquisition and Operational Contract Support in Contingency Operations*;
- (3) DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*;
- (4) Class Deviation 2007-O0010, Contractor Personnel in the United States Central Command Area of Responsibility
- (5) USFOR-A, FRAGO 09-206, *Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operating Area - Afghanistan (CJOA-A)*
- (6) USF-I OPOD 10-01, Annex C, Appendix 13
- (7) U.S. CENTCOM Message, *USCENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel and Contractors for Iraq and Afghanistan*, dated 23 Dec 2005
- (8) U.S. CENTCOM Message, *Modification to USCENTCOM Civilian and Contractor Arming Policy and Delegation of Authority for Iraq and Afghanistan*, dated 07 Nov 2006
- (9) U.S. CENTCOM Message, *Modification 3 to USCENTCOM Civilian and Contractor Arming Policy and Delegation of Authority in Iraq and Afghanistan*, dated 09 Jun 2009

(b) **Required Government Documentation.** An O-6 or GS-15 (or above) from the unit requesting the contractor security shall provide a description of the following to the arming approval authority via the contracting officer representative (COR) in sponsoring each individual request for arming (under paragraph (c) below):

- (1) The specific location where the PSC employee will operate;
- (2) The persons and/or property that require protection;
- (3) The anticipated threat;
- (4) The requested weapon type(s), including serial number when possible;
- (5) The reason current security/police forces are unable to provide adequate protection; and
- (6) Verification, under paragraph (e) below, that background checks have been conducted and that no records were found of convictions or other acts that should be known to the arming authority.

(c) **Required Contractor Documentation.** Contractors and their subcontractors at all tiers that require arming approval shall provide to the arming approval authority via the COR consistent documentation (signed and dated by the employee and employer as applicable) for each of their employees who will seek authorization to be armed under the contract as follows:

(1) **Weapons Qualification/Familiarization.** All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.

(2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.

(3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.

(4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.

(5) A copy of the contract between the contractor's company and the U.S. Government that verifies the individual's employment and addresses the need to be armed.

(6) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior;

(7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior;

(d) The contractor will submit to the COR a communications plan that, at a minimum, sets forth the following:

(1) The contractor's method of notifying military forces and requesting assistance where hostilities arise, combat action is needed or serious incidents have been observed ;

(2) How relevant threat information will be shared between contractor security personnel and U.S. military forces; and

(3) How the contractor will coordinate transportation with appropriate military authorities.

(e) Prior to requesting arming approval, the contractor will submit to the COR an acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):

(1) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available;

(2) Verify with USF-I or USFOR-A, as applicable, that no employee has been barred by any commander within Iraq or Afghanistan; and

(3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies within 60 days of their arming request. While biometric collection and screening is voluntary, CORs will immediately notify the arming approval authority of any individuals who do not meet this requirement and any arming authorization will be revoked until all requirements are met.

(f) **Penalties for Non-Compliance.** Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force, training, arming authorization, and incident reporting requirements may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

(g) **Criminal and Civil Liability.** Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to the civil and criminal jurisdiction of the U.S. and Host Nation. "Host Nation" refers to the nation or nations where services under this contract are performed.

(h) **Lapses in Training or Authorization.** Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority. Additionally, the arming authority's authorization letter is valid for a maximum of twelve (12) months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training).

(i) **Authorized Weapon & Ammunition Types.** Unless DCDRUSCENTCOM (or a designee) expressly provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. Notwithstanding Host Nation laws or regulations that would allow use of heavier weapons by contract security/PSC, all DoD security service / PSC contractors must have weapons approved by DCDRUSCENTCOM (or a designee) before use. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

(1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).

(2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

(3) U.S. government Ball ammunition is the standard approved ammunition.

(j) **Requirements for Individual Weapons Possession.** All employees of the contractor and its subcontractors at all tiers who are authorized to be armed under this contract must:

(1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c) and subsequently authorized to carry ;

(2) Carry weapons only when on duty or at a specific post (according to their authorization);

(3) Not conceal any weapons, unless specifically authorized;

(4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and

(5) IAW USCENCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage when armed for personal protection.

(k) **Weapons/Equipment Restrictions and Responsibilities.** Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

(l) **Rules for the Use of Force (RUF).** In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF and/or otherwise trigger reporting requirements as serious incidents . Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

(1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense;

(2) Failing to cooperate with Coalition and Host Nation forces;

(3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;

(4) Failing to use a graduated force approach;

(5) Failing to treat the local civilians with humanity or respect; and

(6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(m) **Retention and Review of Records.** The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

(n) **Contractor Vehicles.** Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S. /Coalition or host nation military and police force vehicles.

(o) **Quarterly Reporting.** The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract:

(1) The total number of armed civilians and contractors;

(2) The names and contact information of its subcontractors at all tiers; and

(3) A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (d).

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	A19 QASP (.PDF)		
Attachment 2	A02 DD254		