

CUSTOMER CONTRACT REQUIREMENTS
EMARSS
CUSTOMER CONTRACT W15P7T-11-C-S801

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

1. FAR Clauses The following contract clauses are incorporated by reference from the Federal Acquisition Regulation and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller.

52.203-6 Restrictions on Subcontractor Sales to the Government (SEP 2006).

This clause applies only if this contract exceeds \$100,000.

52.203-7 Anti-Kickback Procedures (OCT 2010). Buyer may withhold from sums owed Seller the amount of any kickback paid by Seller or its subcontractors at any tier if (a) the Contracting Officer so directs, or (b) the Contracting Officer has offset the amount of such kickback against money owed Buyer under the prime contract. This clause applies only if this contract exceeds \$150,000.

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997). This clause applies to this contract if the Seller, its employees, officers, directors or agents participated personally and substantially in any part of the preparation of a proposal for this contract. The Seller shall indemnify Buyer for any and all losses suffered by the Buyer due to violations of the Act (as set forth in this clause) by Seller or its subcontractors at any tier.

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997). This clause applies only if this contract exceeds \$100,000. If the Government reduces Buyer's price or fee for violations of the Act by Seller or its subcontractors at any tier, Buyer may withhold from sums owed Seller the amount of the reduction.

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007). This clause applies only if this contract exceeds \$100,000.

52.203-12 Limitation on Payments to Influence Certain Federal Transactions (OCT 2010). This clause applies only if this contract exceeds \$150,000. Paragraph (g)(2) is modified to read as follows: "(g)(2) Seller will promptly submit any disclosure required (with written notice to Boeing) directly to the PCO for the prime contract. Boeing will identify the cognizant Government PCO at Seller's request. Each subcontractor certification will be retained in the subcontract file of the awarding contractor."

52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010). This clause applies only if this contract is in excess of \$5,000,000 and has a period of performance of more than 120 days.

52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2007). This clause applies only if this contract is in excess of \$5,000,000, has a period of performance of more than 120 days, and is not for a commercial item or performed entirely outside the United States. For the purposes of this clause, the United States is defined as the 50 states, the District of Columbia, and outlying areas.

52.203-14 Display of Hotline Poster(s) (DEC 2007). This clause applies only if this contract is in excess of \$5,000,000 and is not for a commercial item or performed entirely outside the United States. For the purposes of this clause, the United States is defined as the 50 states, the District of Columbia, and outlying areas.

52.204-2 Security Requirements (AUG 1996). Changes clause means the changes clause of this contract. This clause applies only if access to classified material is required.

52.204-4 Printed or Copied Double-Sided on Recycled Paper (AUG 2000).

52.204-7 Central Contractor Registration (APR 2008).

52.204-10 Reporting Executive Compensation And First-Tier Subcontract Awards (JUL 2010). If this contract is in excess of \$25,000, and in the previous tax year, Seller had gross income of \$300,000 or more, Seller shall promptly upon receipt of the contract, provide Buyer's Authorized Procurement Representative the information described in paragraph (c) (1) subparagraphs (i), (vii), and (viii), and the information described in paragraph (c) (3). Buyer advises Seller that the information will be made available to the public as required by paragraph (b).

52.209-6 Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended or Proposed for Debarment (SEP 2006).

52.211-5 Material Requirements (AUG 2000). Any notice will be given to Buyer rather than the Contracting Officer.

52.211-15 Defense Priority and Allocation Requirements (APR 2008). This clause is applicable if a priority rating is noted in this contract.

52.215-2 Audit and Records - Negotiation (OCT 2010). This clause applies only if this contract exceeds \$100,000 and (i) is cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these types; (ii) Seller was required to provide cost or pricing data, or (iii) Seller is required to furnish reports as discussed in paragraph (e) of the referenced clause.

52.215-8 Order of Precedence--Uniform Contract Format (OCT 1997).

52.215-10 Price Reduction for Defective Certified Cost or Pricing Data (OCT 2010). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. In subparagraph (3) of paragraph (a), insert "of this contract" after "price or cost." In Paragraph (c), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Paragraphs (c)(1), (c)(1)(ii), and (c)(2)(i), "Contracting Officer" shall mean "Contracting Officer or Buyer." In Subparagraph (c)(2)(i)(A), delete "to the Contracting Officer." In Subparagraph (c)(2)(ii)(B), "Government" shall mean "Government or Buyer." In Paragraph (d), "United States" shall mean "United States or Buyer."

52.215-11 Price Reduction for Defective Certified Cost or Pricing Data -- Modifications (OCT 2010). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. "Contracting Officer" shall mean "Contracting Officer or Buyer." In subparagraph (d)(2)(i)(A), delete "to the Contracting Officer." In subparagraph (d)(2)(ii)(B), "Government" means "Government" or "Buyer." In Paragraph (e), "United States" shall mean "United States or Buyer."

52.215-13 Subcontractor Certified Cost or Pricing Data -- Modifications (OCT 2010). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4 and is not otherwise exempt. The certificate required by paragraph (c) of the referenced clause shall be modified as follows: delete "to the Contracting Officer or the Contracting Officer's representative" and substitute in lieu thereof "to The Boeing Company or The Boeing Company's representative (including data submitted, when applicable, to an authorized representative of the U.S. Government)."

52.215-14 Integrity of Unit Prices (OCT 1997). This clause applies except for contracts at or below \$100,000; construction or architect-engineer services under FAR Part 36; utility services under FAR Part 41; services where supplies are not required; commercial items; and petroleum products.

52.215-14 Integrity of Unit Prices Alternate I (OCT 1997).

52.215-15 Pension Adjustments and Asset Reversions (OCT 2010). This Clause applies to this contract if it meets the requirements of FAR 15.408(g).

52.215-18 Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005). This Clause applies to this contract if it meets the requirements of FAR 15.408(j).

52.215-19 Notification of Ownership Changes (OCT 1997). This Clause applies to this contract if it meets the requirements of FAR 15.408(k).

52.215-21 Requirement for Certified Cost or Pricing Data or Information Other Than Certified Cost and Pricing Data - Modifications (OCT 2010). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4. The term "Contracting Officer" shall mean Buyer.

52.215-23 Limitations on Pass-Through Charges. Alternate I (OCT 2009).

52.215-22 Limitations on Pass-Through Charges-Identification of Subcontract Effort (OCT 2009).
When responding to a solicitation, Seller/Bidder shall comply with the requirements of this clause.

52.216-8 Fixed Fee (MAR 1997).

52.219-8 Utilization of Small Business Concerns (MAY 2004).

52.219-9 Small-Business Subcontracting Plan (OCT 2010).

This clause applies only if this contract exceeds \$650,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small and Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan Certificate of Compliance. In accordance with paragraph (d)(10)(iv), Seller agrees that it will submit the ISR and/or SSR using eSRS, and, in accordance with paragraph (d)(10)(vi), Seller agrees to provide the prime contract number, its own DUNS number, and the email address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

52.219-9 Small Business Subcontracting Plan (Deviation) (FEB 2009) Alternate II (OCT 2001).

This clause applies only if this contract exceeds \$550,000 and Seller is not a small business concern. Seller shall adopt a subcontracting plan that complies with the requirements of this clause. In addition, Seller shall submit to Buyer Form X31162, Small and Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan Certificate of Compliance. In accordance with paragraph (d)(10)(iv), Seller agrees that it will submit the SF 294 and/or SSR using eSRS, in accordance with paragraph (l) of this clause.

52.219-16 Liquidated Damages-Subcontracting Plan (JAN 1999).

52.222-1 Notice to the Government of Labor Disputes (FEB 1997). Contracting Officer shall mean Buyer.

52.222-3 Convict Labor (JUN 2003).

52.222-4 Contract Work Hours and Safety Standards Act-Overtime Compensation (JUL 2005). Buyer may withhold or recover from Seller the amount of any sums the Contracting Officer withholds or recovers from Buyer because of liabilities of Seller or its subcontractors under this clause.

52.222-19 Child Labor - Cooperation with Authorities and Remedies (AUG 2009).

52.222-20 Walsh-Healey Public Contracts Act (OCT 2010). This clause applies only if this contract exceeds \$15,000.

52.222-21 Prohibition of Segregated Facilities (FEB 1999).

52.222-26 Equal Opportunity (MAR 2007).

52.222-35 Equal Opportunity for Veterans. (SEP 2010). This clause applies only if this contract is \$100,000 or more.

52.222-36 Affirmative Action For Workers With Disabilities (OCT 2010). This clause applies only if this contract exceeds \$15,000.

52.222-37 Employment Reports on Veterans (SEP 2010). This clause applies if this contract is \$100,000 or more.

52.222-41 Service Contract Act of 1965 (NOV 2007). This clause applies only if this contract is subject to the Act.

52.222-43 Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 2009).

52.222-50 Combating Trafficking in Persons (FEB 2009). In paragraph (d), the term “Contracting Officer” means Buyer, and in paragraph (e), the term “the Government” means Buyer.

52.222-54 Employment Eligibility Verification (JAN 2009).

This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States.

52.223-6 Drug-Free Workplace (MAY 2001).

52.223-11 Ozone Depleting Substances (MAY 2001).

52.223-13 Certification of Toxic Chemical Release Reporting (AUG 2003). Except for commercial items as defined in FAR Part 2, this clause applies to competitive procurements expected to exceed \$100,000 (including all options). If Seller is not subject to the Form R filing and reporting requirements, Seller shall inform Buyer which exemption or exemptions in subparagraph (b)(2) of this clause apply.

52.223-14 Toxic Chemical Release Reporting (AUG 2003). This clause applies only if this contract is not for commercial items as defined in FAR Part 2, was competitively awarded, and exceeds \$100,000 (including all options).

52.225-13 Restriction on Certain Foreign Purchases (JUN 2008).

52.227-1 Authorization and Consent (DEC 2007).

52.227-1 Authorization and Consent Alternate I (APR 1984).

52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007). A copy of each notice sent to the Government will be sent to Buyer.

52.227-10 Filing of Patent Applications - Classified Subject Matter (DEC 2007).

52.227-11 Patent Rights -- Ownership by the Contractor (DEC 2007). This clause applies only if this contract is for experimental, developmental, or research work and Seller is a small business firm or nonprofit organization.

52.228-3 Workers' Compensation Insurance (Defense Base Act) (APR 1984).

52.229-8 Taxes-Foreign Cost Reimbursement Contracts (MAR 1990).

52.230-6 Administration of Cost Accounting Standards (JUN 2010). Add "Buyer and the" before "CFAO" in paragraph (m). This provision applies if clause H001, H002, H004 or H007 is included in this contract.

52.234-1 Industrial Resources Developed Under Defense Production Act Title III (DEC 1994).

52.242-15 Stop-Work Order (AUG 1989). Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer.

52.242-15 Stop-Work Order Alternate I (APR 1984). Change "90 days" and "30 days" to "100 days" and "20 days" respectively. The terms "Contracting Officer" and "Government" shall mean Buyer. In the first sentence of Alternate I, "the Termination clause of this contract" is modified to read "the Termination/Cancellation clause of this contract."

52.244-5 Competition in Subcontracting (DEC 1996).

52.244-6 Subcontracts for Commercial Items (OCT 2010).

52.245-1 Government Property (DEVIATION) 2007-O0012 (JUN 2007). This clause applies only if Government property is acquired or furnished for contract performance. Per DEVIATION 2007-O0012, the definition of plant equipment is deleted, and the second sentence in the definition of real property is modified to read: "It does not include foundations and other work necessary for installing personal property." The Government-Owned Property article in GP4 is hereby deleted.

52.246-11 Higher-Level Contract Quality Requirement (FEB 1999).

52.247-63 Preference for U.S.-Flag Air Carriers (JUN 2003). This clause only applies if this contract involves international air transportation.

52.248-1 Value Engineering (OCT 2010). The term "Contracting Officer" means Buyer. This clause applies only if this contract is for \$150,000 or more. If Value Engineering Change Proposal is accepted by the Government, Seller's share will be 50% of the instant, concurrent and future contract net acquisition savings and collateral savings that Buyer receives from the Government. Seller's negotiated share of the net acquisition savings and collateral savings shall not reduce the Government's share of concurrent or future savings or collateral savings. Buyer's payments to Seller under this clause are conditioned upon Buyer's receipt of authorization for such payments from the Government.

2. DoD FAR Supplement Clauses DoD Contracts. The following contract clauses are incorporated by reference from the Department of Defense Federal Acquisition Regulation Supplement and apply to the extent indicated. In all of the following clauses, "Contractor" and "Offeror" mean Seller except as otherwise noted.

252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (DEC 2008). This clause applies only if this contract exceeds \$100,000 and is not for the purchase of commercial items or commercial components. Except in paragraph (a), "this contract" and "the contract" mean the contract between Buyer and Seller. In subparagraph (d)(1), delete

the words "or first-tier subcontractor." In paragraph (e), the remedies described in subparagraphs (2) and (3) are available to Buyer, not the Government. In paragraph (f), "through the Buyer" is inserted after "Contracting Officer." Paragraph (g) is deleted.

252.204-7000 Disclosure of Information (DEC 1991). Seller will submit requests for authorization to release through Buyer.

252.211-7000 Acquisition Streamlining (OCT 2010). This clause applies only if this contract exceeds \$1.5 million.

252.215-7000 Pricing Adjustments (DEC 1991). This clause applies only if this contract exceeds the threshold set forth in FAR 15.403-4.

252.215-7003 Excessive Pass-Through Charges - Identification of Subcontract Effort (APR 2007). The term "subcontractor" means Seller's subcontractors.

252.219-7003 Small Business Subcontracting Plan Alternate I Deviation (FEB 2009). Except paragraph (g) which is hereby deleted.

252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements (DEVIATION) (FEB 2010). This clause applies only if this contract is in excess of \$1 million and uses Fiscal Year 2010 funds, and is not for the acquisition of commercial items or commercially available off-the-shelf items. Seller shall include and flowdown this clause in all covered subcontracts.

252.223-7001 Hazard Warning Labels (DEC 1991). This clause applies only if Seller delivers hazardous material under this contract.

252.225-7001 Buy American Act and Balance of Payments Program (JAN 2009).

252.225-7003 Report of Intended Performance Outside the United States and Canada-Submission with Offer (DEC 2006). When responding to a solicitation, Seller/Bidder shall comply with the requirements of this clause.

252.225-7004 Reporting Of Contract Performance Outside The United States And Canada - Submission After Award (MAY 2007). The term "Contractor" in paragraph (b) and the term "Contracting Officer" in paragraphs (c) and (d) means "Buyer." This clause applies only if this contract exceeds \$550,000.

252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (MAY 2007). This clause applies only if this contract exceeds \$550,000 and is not for commercial items, construction, ores, natural gases, utilities, petroleum products and crudes, timber (logs), or subsistence.

252.225-7008 Restriction on Acquisition of Specialty Metals (JUL 2009).

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009).

Paragraph (d) of this clause is excluded and paragraph (c)(6) of the clause is modified as follows:

(c)(6) End items of the prime contract containing a minimal amount of otherwise noncompliant specialty metals (i.e., specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), if the total weight of such noncompliant metals does not exceed 2 percent of the total weight of all specialty metals in that end item. This exception does not apply to high performance magnets containing specialty metals. If the Seller will furnish goods that contain otherwise noncompliant specialty metals (i.e., specialty metals not melted or produced in the United States, an outlying area, or a qualifying country, that are not covered by one of the other exceptions in this paragraph (c)), then

the Seller shall disclose to the Buyer (i) the total weight of all specialty metals in each of the goods of this contract, and (ii) the total weight of the noncompliant specialty metals in each of those goods.

252.225-7012 Preference for Certain Domestic Commodities (JUN 2010).

252.225-7013 Duty Free Entry (DEC 2009). This clause applies if Seller is located in a qualifying country (as defined in DFARS Part 225.8) or if Seller is located in any other country and the estimated U.S. duty for the deliverable items will exceed \$200 per unit. Seller shall include the prime contract number on all shipping documents submitted to Customs for supplies for which duty-free entry is claimed pursuant to this clause. See Section 5 for the information required by paragraph (j)(3) of this clause.

252.226-7001 Utilization of Indian Organizations and Indian-Owned Economic Enterprises--DoD Contracts and Native Hawaiian Small Business Concerns (SEP 2004). This clause applies only if this contract exceeds \$500,000.

252.227-7013 Rights In Technical Data -- Noncommercial Items Basic (NOV 1995), Alternate I (JUN 1995). This clause applies only if the delivery of data is required for noncommercial items under this contract.

252.227-7013 Rights In Technical Data -- Noncommercial Items (NOV 1995). This clause applies only if the delivery of data is required for noncommercial items under this contract.

252.227-7014 Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995). This clause applies only if the delivery of noncommercial computer software or noncommercial computer documentation may be originated, developed or delivered under this contract.

252.227-7016 Rights in Bid or Proposal Information (JUN 1995).

252.227-7019 Validation of Asserted Restrictions - Computer Software (JUN 1995). This clause applies only if computer software may be originated, developed, or delivered under this contract.

252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 1988). This clause applies only if technical data or computer software may be generated as part of the performance of this contract.

252.227-7030 Technical Data -- Withholding of Payment (MAR 2000). In this clause, "Government" and "Contracting Officer" shall mean Buyer. This clause applies only if the delivery of technical data is required under this contract.

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999). This clause applies only if the delivery of data is required by this contract.

252.227-7038 PATENT RIGHTS—OWNERSHIP BY THE CONTRACTOR (LARGE BUSINESS) (DEC 2007). This clause applies only if this contract is for experimental, developmental, or research work and Seller is not a small business firm or nonprofit organization.

252.228-7001 Ground and Flight Risk (JUN 2010).

252.228-7002 Aircraft Flight Risk (SEP 1996).

252.228-7003 Capture and Detention (DEC 1991).

252.231-7000 Supplemental Cost Principles (DEC 1991).

252.234-7001 Notice of Earned Value Management System (APR 2008). This clause applies only if 252.234-7002 is applicable.

252.234-7002 Earned Value Management System (APR 2008). This clause applies only if it is indicated elsewhere in this contract that Seller must use an earned value management system (EVMS).

252.239-7016 Telecommunications Security Equipment, Devices, Techniques, and Services (DEC 1991). This clause applies only if this contract requires securing telecommunications.

252.243-7001 Pricing of Contract Modifications (DEC 1991).

252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (AUG 2009).

252.247-7023 Transportation of Supplies by Sea (MAY 2002). This clause applies only if the supplies are of a type described in paragraph (b)(2) of this clause. In paragraph (d), "45 days" is changed to "60 days." In paragraph (g) "Government" means Buyer. If this contract is at or below \$100,000, paragraphs (f) and (g) are excluded.

252.249-7002 Notification of Anticipated Contract Termination or Reduction (OCT 2010). This clause applies if this contract is \$650,000 or more. Seller will comply with the notice and flowdown requirements of paragraph (d)(2) of this clause.

3. Commercial Items If goods or services being procured under this contract are commercial items and Clause H203 is set forth in the purchase order, the foregoing Government clauses in Sections 1 and 2 above are deleted and the following FAR/DFARS clauses are inserted in lieu thereof:

52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010). This clause applies only if this contract is in excess of \$5,000,000 and has a period of performance of more than 120 days.

52.219-8 Utilization of Small Business Concerns (MAY 2004).

52.222-26 Equal Opportunity (MAR 2007).

52.222-35 Equal Opportunity for Veterans. (SEP 2010). This clause applies only if this contract is \$100,000 or more.

52.222-36 Affirmative Action For Workers With Disabilities (OCT 2010). This clause applies only if this contract exceeds \$15,000.

52.222-41 Service Contract Act of 1965 (NOV 2007). This clause applies only if this contract is subject to the Act.

52.222-50 Combating Trafficking in Persons (FEB 2009). In paragraph (d), the term "Contracting Officer" means Buyer, and in paragraph (e), the term "the Government" means Buyer.

52.222-54 Employment Eligibility Verification (JAN 2009).

This clause applies to all subcontracts that (1) are for (i) commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item, or an item that would be a COTS item, but for minor modifications performed by the COTS provider and are normally provided for that COTS item), or (ii) construction; (2) has a value of more than \$3,000; and (3) includes work performed in the United States.

252.225-7001 Buy American Act and Balance of Payments Program (JAN 2009).

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009).

252.225-7012 Preference for Certain Domestic Commodities (JUN 2010).

252.247-7023 Transportation of Supplies by Sea (MAY 2002).

4. Cost Accounting Standards

52.230-2 Cost Accounting Standards (OCT 2010).

5. Prime Contract Special Provisions

The following prime contract special provisions apply to this purchase order

952.225-0005 MONTHLY CONTRACTOR CENSUS REPORTING (MAR 2009).

Seller shall provide monthly employee census information to the Buyer, by province, for this subcontract. 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 Boeing 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 (Seller and Seller subcontractors at all tiers) employees.
- (2) The total number (Seller and Seller subcontractors at all tiers) of U.S. citizens.
- (3) The total number (Seller and Seller subcontractors at all tiers) of local nationals (LN).
- (4) The total number (Seller and Seller 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.

952.225-0009 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES (JAN 2010).

(a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National, and U.S. employees, working on military have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may utilize a testing method of either a chest x-ray or TB skin test (TST).

(i) Chest x-rays shall be taken and TSTs administered within 90 days prior to the start of employment.

(ii) Screening may be performed either by a licensed medical provider from the local economy or by contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening documentation shall be provided to the responsible Base Defense Operations Center (BDOC) prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working with food or water production and distribution, shall have current Typhoid and Hepatitis - A (full series) vaccinations, in addition to the TB tests required above.

(c) At least the first inoculation in the Hepatitis - A series must be given prior to the start of employment, with continuation and completion of the inoculation series. Once the complete Hepatitis - A vaccination series is completed, it does not have to be

repeated.

(1) The Typhoid inoculation must be completed within two years prior to the date of employment in the food and water service capacity. The Typhoid vaccination requires a booster immunization every three years.

(2) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR proof that their employees and their subcontractor (at any tier) employees have received the above vaccinations. The contractor shall maintain their employees' vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees' vaccination records for examination by the Contracting Officer.

952.225-0013 CONTRACTOR HEALTH AND SAFETY (FEB 2010).

"Contractors" as used herein shall mean "Seller"

(a) Contractor shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure (NEC Table 352.20). Specifically, the use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations or upgrades with new magnetic ballasts is prohibited. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards outlined in the 2008 National Electric Code (NEC).

(b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2008 can be found on the following link <http://www.nfpa.org>.

52.6195 IDENTIFICATION OF CONTRACTOR EMPLOYEES IN THE FEDERAL WORKPLACE (JAN 2008).

1) The contractor shall provide each of its employees who will be involved in the performance of the contract, on a Government facility, with an identification (ID) badge. The ID badge shall clearly display the contractors name, and the employees name and color photograph. The Contracting Officer or his/her designee shall approve the ID badge before the commencement of contract performance. It is the contractors responsibility to ensure that all contractor personnel wear the ID badge at all times when performing work under this contract at a Government facility. Unless otherwise specified in the contract, each contractor employee shall wear the ID badge in a conspicuous place on the front of their clothing and above their waist, except when safety or health reasons prohibit such placement. This requirement is in addition to any Government facility security provisions that require that a Government-issued security badge also be worn.

2) Contractor personnel shall clearly identify themselves to all attendees as a contractor employee before the commencement of meetings with Government or other contractor personnel. Contractor personnel shall clearly and immediately identify themselves as a contractor employee when placing, answering or participating in telephone/VTC conversations with Government or other contractor personnel.

3) When contractor personnel send e-mail messages from or to a Government-owned computer, they shall include a signature block that includes their employers name, and the employees full name and e-mail address.

4) Each of the requirements set forth in paragraphs 1-3, above must be included in all subcontracts at any tier.

52.7106 RESPONSIBILITIES FOR AND PROHIBITIONS ON CONTRACTOR PERSONNEL USE OF GOVERNMENT INFORMATION SYSTEMS (IS) (MAY 2005).

As used in this clause, "contractor" shall mean "Subcontractor" or "Seller" or "Supplier" and Government shall mean "Government" or "Boeing."

The contractor is reminded that, in addition to any other clauses in this contract, contractor personnel granted password access to Government IS or access to Government networks (including connecting contractor-owned assets to Government networks) shall

comply with the following responsibilities and prohibitions:

1. Responsibilities:

(a) Participate in annual Information Assurance (IA) training inclusive of threat identification, physical security, acceptable use policies, malicious content and logic, and non-standard threats such as social engineering. Sign and comply with local installation Acceptable Use Policy.

(b) Mark and safeguard files, output products, and storage media per the classification level and disseminate them only to individuals authorized to receive them and with a valid need to know.

(c) Protect IS and IS peripherals located in their respective areas in accordance with physical security and data protection requirements.

(d) Practice safe network and Internet operating principles and take no actions that threaten the integrity of the system or network.

(e) Safeguard and report any unexpected or unrecognizable output products.

(f) Report the receipt of any media (for example, CD-ROM, floppy disk) received to the Information Assurance Manager (IAM) or System Administrator (SA), as appropriate, for authorization to use.

(g) Use anti-virus (AV) products on all files, attachments, and media before opening or introducing them into the IS.

(h) Report all known or suspected security incidents, spam, chain letters, and violations of acceptable use to the SA, IAM, or Information Assurance Security Officer (IASO).

(i) Immediately report suspicious, erratic, or anomalous IS operations, and missing or added files, services, or programs to the SA in accordance with local policy and cease operations on the affected IS.

(j) Comply with password or pass-phrase policy directives and protect passwords from disclosure.

(k) Invoke automatic password-protected screen locks on the workstation after not more than 10 minutes of non-use or inactivity.

(l) Log off IS at the end of each workday.

(m) Access only that data, control information, software, hardware, and firmware for which they are authorized access and have a need to know, and assume only authorized roles and privileges.

(2) Prohibited activities. The following activities are specifically prohibited. Users will not-

(a) Use IS for personal commercial gain or illegal activities.

(b) Use IS in any manner that interferes with official duties, undermines readiness, reflects adversely on the Army, or violates standards of ethical conduct.

(c) Intentionally send, store, or propagate sexually explicit, threatening, harassing, political, or unofficial public activity (that is, spam) communications. (Law Enforcement/Criminal Investigators, attorneys, or other official activities, operating in their official capacities only, shall be exempted from this requirement.)

(d) Participate in on-line gambling or other activities inconsistent with public service.

(e) Release, disclose, or alter information without the consent of the data owner, the original classification authority (OCA) as defined by AR 380-5, the individuals supervisory chain of command, Freedom of Information Act (FOIA) official, Public Affairs Office, or disclosure officers approval.

(f) Attempt to strain, test, circumvent, or bypass security mechanisms, or perform network line monitoring or keystroke monitoring (unless this is required by the Performance Work Statement of this contract).

(g) Modify the system equipment or software, use it in any manner other than its intended purpose, introduce malicious software or code,

or add user-configurable or unauthorized software (for example, instant messaging, peer-to-peer applications).

(h) Relocate or change IS equipment or the network connectivity of IS equipment without proper security authorization. Connect a non-

Government IS to a Government network without authorization from an IAM or IASO.

(i) Share personal accounts and passwords or permit the use of remote access capabilities by any individual.

(j) Disable or remove security or protective software or mechanisms and their associated logs.

3. Any violation of the provisions listed above may result in the following: loss of, or limitations on, use of equipment and services; assessment of costs of any investigation, damage or repair to Government IS; any other contractual remedies provided for by this contract up to and including termination of the contract for default; and criminal penalties. If the contract Performance Work Statement (PWS) prescribes different requirements than listed in this clause, the PWS takes precedence over this clause in only the areas where it conflicts.

952.222-0001 TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORT (AUG 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 persons 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 employees 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 contractors 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 Governments 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.

952.225-0003 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (JAN 2010).

(This clause applies only if this contract requires Seller to work in Iraq or Afghanistan.)

(a) Seller 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. Seller bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. Seller shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) Seller shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. 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 protectives 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; Menieres 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, Seller 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.

AFAR 5152.250-1-9000 ADDITIONAL INFORMATION ON INDEMNIFICATION REQUESTS UNDER CONTRACTS FOR A QUALIFIED ANTI-TERRORISM TECHNOLOGY (NOV 2004). a. *General Information.* (1) This contract provides for the

delivery of a product, service, technology, or other matter that has been or could be designated by the Department of Homeland Security (DHS) as a Qualified Anti-Terrorism Technology (QATT) under the Support Anti-Terrorism by Fostering Effective Technologies (SAFETY) Act, 6 U.S.C. 441-444. The SAFETY Act defines a QATT as "any product, equipment, service (including support services), device, or technology (including information technology) designed, developed, modified, or procured for the specific purpose of preventing, detecting, identifying, or deterring acts of terrorism or limiting the harm such acts might otherwise cause." The statute provides sellers of QATTs with significant legal protections against third-party products liability lawsuits.

(2) The SAFETY Act is administered by DHS. The DHS regulations implementing this statute are found at 68 Federal Register 59684 (October 16, 2003) and 6 CFR 25.1-25.9. Additional information about the SAFETY Act is found on the DHS internet site at: <https://www.safetyact.gov>. Offerors are encouraged to contact the DHS for additional information about this program, and, in appropriate cases, to submit an application to the DHS requesting that their product, service, or technology be designated as a QATT.

(3) Eligibility for a SAFETY Act designation does not preclude the granting of indemnification under Public Law 85-804. The SAFETY Act's liability protections, however, were designed to substantially reduce the need for the United States to provide indemnification to the sellers of anti-terrorism technologies.

(4) Executive Order (E.O.) 10789, governing the indemnification process, has been amended to require all Federal agencies, including the Department of the Army, to follow certain procedures to ensure that the potential applicability of the SAFETY Act is considered before any indemnification is granted for an anti-terrorism technology. Section 25(a) of E.O. 10789 provides that indemnification may not be approved with respect to any matter that has been or could be designated by the Secretary of Homeland Security as a QATT, unless, after consideration of the authority provided by the SAFETY Act, there has been a determination that indemnification is necessary for the timely and effective conduct of United States military or intelligence activities.

b. *Contents of Indemnification Requests.* In addition to providing the information required by Federal Acquisition Regulation 50.403-1, contractors are encouraged to fully explain why indemnification is necessary for the timely and effective conduct of United States military or intelligence activities, in view of the protections available under the SAFETY Act.

[End of clause.]

Full Text 52.7026 CONFIDENTIAL OR SECRET MATERIEL/DOCUMENTS --METHOD OF TRANSMISSION (NOV 1996).

(a) Materiel will be packed to conceal it properly and to avoid suspicion as to contents, and to reach destination in satisfactory condition. Internal markings or internal packaging will clearly indicate the classification. NO NOTATION TO INDICATE CLASSIFICATION APPEAR ON EXTERNAL MARKINGS (EXTERIOR CONTAINERS). (See Chapter 4 of the Industrial Security Manual for Safeguarding Classified Information (DoD 5220.22M)).

(b) Documents will be enclosed in two opaque envelopes or covers. The inner envelope or cover containing the documents being transmitted will be addressed, return addressed, and sealed. The classification of the documents being transmitted will be clearly marked on the front and back of the inner container. The classified documents will be protected from direct contact with the inner cover by a cover sheet or by folding inward. For SECRET documents, a receipt form identifying the addresser, addressee, and documents will be enclosed in the inner envelope. CONFIDENTIAL documents will be covered by a receipt only when the sender deems it necessary. The inner

envelope or cover will be enclosed in an opaque outer envelope or cover. The classification markings of the inner envelope should not be detectable. The outer envelope will be addressed, return addressed, and sealed. NO CLASSIFICATION MARKINGS WILL APPEAR ON THE OUTER ENVELOPE OR COVER. (See Chapter 5, Section 4, of the Industrial Security Manual for Safeguarding Classified Information (DoD 5220.22M)).

Full Text-52.6905 DOCUMENT SUMMARY LIST--ISSUE OF SPECIFICATIONS, STANDARDS AND RELATED DOCUMENTS (STATEMENT OF WORK) (MAR 2008).

As used herein:

- “Offeror/contractor” shall mean “Seller.”
- References to “Procuring Contracting Officer” or any governmental agency shall mean “Buyer.”

If the Seller should have any questions or need clarifications, please contact the Buyer’s Purchasing Agent.

1. The Document Summary List (DSL) (Attachment 0004) lists all directly cited (first tier) documents, all tailored referenced (second tier) documents and all tailored subsequently referenced (third and lower tier) documents applicable to this solicitation/contract. The equipment on contract will be produced in accordance with these documents.

2. The issue(s) (i.e., number, revision, title and issuance date) of the documents specified in the DSL govern over any other issue of the same document(s) cited elsewhere within this solicitation/contract. However, when applicable, modifications/exceptions to these documents apply as specified in the provision entitled 'Modification/Exceptions to Listed Specifications and Drawings.'

3. The Document Summary List is presented in the following format (See attachment 0004) :DOCUMENT SUMMARY LIST FOR SOLICITATION/CONTRACT NUMBER/PROCUREMENT TITLE
DOCUMENT NUMBER REVISION DATE TITLE AVAILABILITY CODE CITATION PARAGRAPH

4. The offeror/contractor is responsible for reviewing the entire solicitation/contract to identify all applicable documents. Immediately upon completion of this review, the offeror/contractor will notify the Procuring Contracting Officer (PCO) of any conflicts or misunderstandings between the DSL and other contractual requirements.

a. All non-cited documents that are referenced or incorporated by the documents cited on the DSL shall be contractually binding in accordance with the Document Category of the cited document (see paragraph 5 below). Unless stated explicitly elsewhere in this solicitation/contract, the issue of such non-cited document(s) is that which appears online at the Acquisition Streamlining and Standardization Information System (ASSIST) website at <<http://assist.daps.dla.mil/>> as of the date of this solicitation. ASSIST-Online is the official source for all Defense Standardization Program documents and contains the most current information. Free registration for a UserID and password are required prior to using ASSIST-Online. In most cases, you will be able to download cases from your standard browser. Note: The Department of Defense Index of Specifications and Standards (DODISS) is no longer being published and the Acquisition Management Systems and Data Requirements Control List (AMSDL) (DOD 5010.12-L) has been incorporated into the ASSIST database. All information previously available in these documents is now available at ASSIST-Online. In addition, the DODISS Notice has been superseded by the ASSIST Update. The ASSIST Update (a bi-monthly summary of changes to the ASSIST document database) may be viewed or downloaded at <<http://dodssp.daps.dla.mil/>>.\~_ When necessary, copies of canceled or superseded specifications, standards and/or Data Item Descriptions applicable to this solicitation/contract are furnished at Section J.

b. Should the DSL fail to identify a first tier document with its revision level, date and/or approved changes, the issue of the document(s) shown at ASSIST-Online as of the date of this solicitation/contract applies. Unless otherwise specified in this solicitation/contract, such documents shall be considered as Category 2 (see paragraph 5 below).

5. The following document categories apply:

a. Category 1. The requirements contained in the directly cited document are contractually applicable to the extent specified. Unless otherwise specified in the solicitation/contract, all requirements contained in referenced and subsequently referenced documents are contractually applicable for guidance and information only.

b. Category 2. The requirements contained in the directly cited document and the reference documents identified in the directly cited document are contractually applicable to the extent specified. Unless otherwise specified in the solicitation, contract, or contract modifications, all requirements contained in subsequently referenced documents within reference documents are contractually applicable for guidance and information only.

c. Category 3. Unless otherwise specified in the solicitation, contract, or contract modifications, all requirements contained in the directly cited document and all reference and subsequently referenced documents are contractually applicable to the extent specified in the higher-tiered document.

6. When applicable, the drawings and product specifications cited on the DSL are furnished with this solicitation/contract at Section J. All directly cited or referenced documents not furnished with this solicitation may be obtained as follows:

a. Specifications and Standards contained in the ASSIST-Online database may be searched, viewed, downloaded and/or ordered through the ASSIST-Quick Search at <http://assist.daps.dla.mil/quicksearch> and ASSIST Shopping Wizard at 60 138 W15P7T-10-R-S206 <http://assist.daps.dla.mil/wizard>. Documents may also be obtained from:

DODSSP

Building 4/Section D

700 Robbins Avenue

Philadelphia, PA 19111-5094

Tel: (215)697-2179

Facsimile: (215)697-1462

b. Commercial Specifications, Standards and Descriptions. When applicable, obtain these documents directly from the publisher.

c. Standard Practice for Commercial Packaging (ASTM D 3951-98). When applicable, obtain this document from:

American Society for Testing and Materials

100 Barr Harbor Drive

West Conshohocken, PA 19248-2959

7. Tailoring. In case of conflict regarding applicable tailoring between the DSL and other requirements contained in this solicitation/contract, the order of precedence is:

- (1) Product Specification;
- (2) Statement of Work;
- (3) Data Item Description/Modification;
- (4) Document Summary List.

8. Notes for Solicitations Involving Government-Furnished Drawings. The drawings specified in this solicitation depict the physical and functional requirements for the complete item and parts thereof. They do not contain complete details of all intervening processes, from raw material to finished products, which are necessary to fabricate, control, test, adjust, assemble and inspect the equipment on order.

a. Drawing Review and Certification.

- (1) The government has examined the Technical Data Package and believes that all drawings and related drawing lists needed to prepare a realistic bid/offer and construct the equipment are included therein.
- (2) When documents (35mm aperture cards or digital computerized files) are furnished, the bidder/offeror/contractor shall utilize the document copies of the drawings supplied with the solicitation as a basis for preparing the bid/offer and constructing the equipment on order in the event of contract award. The bidder/offeror is responsible for assuring that these aperture cards contain all drawings cited in the DSL, excluding drawings for those items which will be government-furnished for incorporation in the equipment on order. Missing or illegible drawings must be reported to the PCO within 15 days after issuance of this solicitation.
- (3) Concurrent with the submission of the bid/offer, the bidder/offeror will acknowledge that the document set of drawings in the bidder's/offeror's possession is complete and legible. If not submitted, the successful bidder/offeror will be required to furnish such acknowledgement prior to award.
- (4) Failure by the bidder/offeror to advise the government of any missing or illegible drawings, or to provide the certification described in paragraph 8.a.(3) above will not be considered an excusable cause for late deliveries or the submission of nonconforming supplies nor constitute grounds for a claim against the government subsequent to contract award.

b. Disposition of Drawings and Specifications.

- (1) Nonclassified drawings and specifications furnished with this solicitation/contract are not to be returned to the government. They may be retained by the offeror for future reference or disposed of in any manner at the discretion of the offeror.
- (2) Disposition of classified documents furnished with this solicitation/contract shall be in accordance with Chapter 5, Section 7, of the National Industrial Security Program Operating Manual (NISPOM), February 28 2006, DoD 5220.22-M.

9. Discrepancies in Section B Item Descriptions. The bidder/offeror is responsible for notifying the PCO immediately in the event that:

- a. A line item in this solicitation does not identify the correct part number, drawing number, or specification, or
 - b. The identification of such parts is inconsistent, or
 - c. The line item refers to an obsolete part/model or a part/model which is no longer the latest baseline configuration for that item.
- In such situations, the bidder/offeror will submit correcting information to the PCO for evaluation and action.

DEFINITION OF DAC/DAYS AFTER CONTRACT

The abbreviation 'DAC,' for days after contract as used on the Contract Data Requirements List, DD Form 1423, attached to this solicitation or contract, means days after (checked date applies):

- () effective date of contract.
- () date of contract award.

Full Text- 52.7500 CONTRACTOR DEPLOYMENT TO SOUTH WEST ASIA (DEC 2003).

- a. Employees going on field visits, TDYs, and deployments to Southwest Asia (Kuwait, Iraq, Afghanistan, Djibouti, Jordan, Qatar, etc.) must coordinate with the AMC Logistics Support Element (LSE) in Southwest Asia (SWA). The AMC LSE SWA is the entry point for all AMC visitors to that part of the world. These ensure that AMC military, civilians and contractors are routed through the appropriate subordinate LSE or LAO. In briefs and out briefs are mandatory. The AMC LSEs and LAOs need to know who comes into the theater for accountability purposes and administrative oversight and force protection. The Area Commander is required to know the location of all AMC contractors in their Area of Operation at all times.
- b. Notifying the AMC LSE SWA of the contractor's impending visit is not a problem, if a call forward has been requested, because the LSE SWA receives a copy of every call forward from the AMC Emergency Operations Center. Some employees may not receive a call forward, usually because they are going for less than 30 days. In those cases, the contractor needs to notify the C-E LCMC DCSPER Desk in the EOC at DSN 992-1762 or commercial 732-532-1762 of the visit and they will coordinate with LSE SWA.
- c. All contractors are responsible for coordinating with the AMC LSE SWA when they enter the area and/or when they leave. The call forward specifically instructs the employee to contact the AMC-LSE SWA Personnel Section (G1) at DSN 318-825-4220 or commercial 732-427- 5062 x 6623 for military and civilians and 732-427-5062 x 6611 for contractors, to let them know where they are in the AOR and that requirement needs to be followed.
- d. In addition, every travel order for SWA shall have the following statement in the remarks section:
 1. "All AMC military (AC/RC), Department of the Army Civilians, and contractors will contact the appropriate AMC office and coordinate with the AMC office the purpose of their visits."
 2. If are any questions, contractor employees may contact the DCSPER Desk in the EOC at DSN 992-1762 or commercial 732-532-1762.

H-12 Full Text NON-GOVERNMENT ADVISORS .

As used below, "Offerors" shall mean "Offerors/Sellers."

(1) OFFERORS ARE ADVISED THAT EMPLOYEES OF THE FIRMS IDENTIFIED BELOW MAY SERVE AS NON-GOVERNMENT ADVISORS IN THE SOURCE SELECTION PROCESS. THESE INDIVIDUALS WILL BE AUTHORIZED ACCESS ONLY TO THOSE PORTIONS OF THE PROPOSAL DATA AND DISCUSSIONS THAT ARE NECESSARY TO ENABLE THEM TO PERFORM THEIR RESPECTIVE DUTIES. SUCH FIRMS ARE EXPRESSLY PROHIBITED FROM COMPETING ON THE SUBJECT ACQUISITION:

- AERODYNE INC, 700 BOULEVARD SOUTH, SW STE 502, HUNTSVILLE, AL 35802-2109 PHONE: 703-740-2237
- AMABILE CONSULTING GROUP, LLC, 1175 SILVERTON ROAD, TOMS RIVER, NJ 08755, PHONE: 732-341-8516
- BOOZ ALLEN AND HAMILTON, 8283 GREENSBORO DRIVE, MCLEAN, VA 22102-4904, PHONE: 703-902-3200
- CACI TECHNOLOGIES, INC., 1415 PARK MEADOW DRIVE, CHANTILLY, VA 20151-2218, PHONE: 703-679-4137
- DATA CORPORATION OF AMERICA (DATACOA), 20 SPRING GARDEN AVENUE, COLTS NECK, NJ 07722, PHONE: 732-365-2100
- ENGINEERING SOLUTIONS AND PRODUCTS INCORPORATED, 4 INDUSTRIAL WAY, FL 3, EATONTOWN, NJ 07724 PHONE: 732-492-4674
- ITT CORPORATION/CAS, INC., 100 QUALITY CIRCLE, NW, HUNTSVILLE, AL 35806-2199 PHONE: 256-971-6126
- MAC B ENTERPRISE SOLUTIONS INC., 4 INDUSTRIAL WAY, WEST, EATONTOWN, NJ 07724-4238 PHONE: 732-389-4320
- MITRE CORPORATION, 7515 COLSHIRE DRIVE, MCLEAN, VA 22101-7539, PHONE: 703-983-6000

- PENGUIN ENGINEERING, INC., 1024 N MONTANA STREET, ARLINGTON, VA 22205-1624 PHONE: 703-533-8748
- QUANTICTECH INC., 7027 OLD MADDISON PIKE, SUITE 106, HUNTSVILLE, AL 35806, PHONE: 256-799-0657
- RADIANCE, INC., 350 WYNN DRIVE, HUNTSVILLE, AL 35805, PHONE: 256-704-3400
- VENNTRONIX CORPORATION, 572 WESTWOOD AVENUE, LONG BRANCH, NJ 07740 PHONE: 732-539-6000

(2) IN ACCOMPLISHING THEIR DUTIES RELATED TO THE SOURCE SELECTION PROCESS, THE AFOREMENTIONED FIRMS MAY REQUIRE ACCESS TO PROPRIETARY INFORMATION CONTAINED IN THE OFFERORS' PROPOSALS. THEREFORE, PURSUANT TO FAR PART 9.505-4, THESE FIRMS MUST EXECUTE AN AGREEMENT WITH EACH OFFEROR THAT STATES THAT THEY WILL (1) PROTECT THE OFFERORS' INFORMATION AND (2) REFRAIN FROM USING THE INFORMATION FOR ANY PURPOSE OTHER THAN THAT FOR WHICH IT WAS FURNISHED. TO EXPEDITE THE EVALUATION PROCESS, EACH OFFEROR MUST CONTACT THE ABOVE COMPANIES TO EFFECT EXECUTION OF SUCH AN AGREEMENT PRIOR TO SUBMISSIONS OF PROPOSALS. EACH OFFEROR SHALL SUBMIT COPIES OF THE AGREEMENT WITH THEIR PROPOSAL.

(3) THE COMPANIES IDENTIFIED ABOVE IN PARAGRAPH 1 ARE PROHIBITED FROM SUBMITTING PROPOSALS EITHER AS PRIME CONTRACTORS OR AS SUBCONTRACTORS AT ANY TIER OR PARTNERS AND FROM ENTERING INTO CONTRACTUAL ARRANGEMENTS AS SUBCONTRACTORS AT ANY TIER OR AS CONSULTANTS OR PARTNERS IN RESPONSE TO THE EMARSS SOLICITATION.

H-11 Full Text Clause TECHNICAL DATA AND COMPUTER SOFTWARE REQUIREMENTS .

IN ACCEPTING THIS CONTRACT, THE SUB-CONTRACTOR ACKNOWLEDGES THAT A CRITICAL ASPECT OF THIS PROGRAM IS THE ACQUISITION BY THE GOVERNMENT OF TECHNICAL DATA AND COMPUTER SOFTWARE, AND SUFFICIENT RIGHTS THEREIN, TO ACCOMPLISH A NUMBER OF GOVERNMENT OBJECTIVES RELATED TO THE EMARRS PROGRAM.

THESE OBJECTIVES INCLUDE THE NECESSITY TO COORDINATE THE DEVELOPMENT OF THE ENHANCED MEDIUM ALTITUDE RECONNAISSANCE AND SURVEILLANCE SYSTEM (EMARSS) BEING DEVELOPED UNDER THIS CONTRACT WITH THE DEVELOPMENT OF THE DISTRIBUTED COMMON GROUND SYSTEM - ARMY (DCGS-A) (WHICH WILL BE DEVELOPED UNDER A DIFFERENT CONTRACT, POSSIBLY BY A SISTER SERVICE). IN ADDITION TO COORDINATING WITH THE DEVELOPMENT OF THE DCGS-A, IT MAY BE NECESSARY TO COORDINATE INTEROPERABILITY WITH OTHER, FUTURE SYSTEMS. ANOTHER OBJECTIVE IS THE NEED FOR THE GOVERNMENT TO ACQUIRE THE ABILITY TO COMPETITIVELY (1) MAINTAIN, (2) IMPROVE, (3) REPLICATE, AND/OR (4) REPLACE THE EMARSS OR ANY OF ITS SUB-SYSTEMS.

THIS SOLICITATION CONTAINS THE CLAUSE AT DFARS 252.227-7017 PURSUANT TO WHICH YOU ARE REQUIRED TO IDENTIFY ANY DELIVERABLE TECHNICAL DATA AND COMPUTER SOFTWARE THAT YOU PROPOSE TO DELIVER WITH LESS THAN UNLIMITED RIGHTS. TOWARD THE END OF ACHIEVING THESE OBJECTIVES, THE GOVERNMENT WOULD LIKE TO SECURE A PRICE FOR UNLIMITED RIGHTS IN THAT TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFIED IN YOUR SUBMISSION PURSUANT TO DFARS 252.227-7017. THIS PRICE SHOULD BE ENTERED IN THE OPTION CLIN 0010 IN SECTION B.

SHOULD YOU CHOOSE NOT TO OFFER THE GOVERNMENT THE OPTION TO PURCHASE UNLIMITED RIGHTS IN THAT DELIVERABLE TECHNICAL DATA AND COMPUTER SOFTWARE THAT YOU PROPOSE TO DELIVER WITH LESS THAN UNLIMITED RIGHTS, PLEASE SUBMIT AN ALTERNATE APPROACH WHICH WILL ALLOW THE GOVERNMENT TO MEET THE ABOVE OBJECTIVES.