AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) — RATING — PAGE 1 OF 2 PAGES

2. CONTRACT (Proc. Inst. Ident.) NO. HHM402-08-D-0004

3. EFFECTIVE DATE DEC 05, 2007

4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 608/00022/08C

5. ISSUED BY — CODE HHQ402
Virginia Contracting Activity
ATTN: (b)(3):10 USC 424
Bolling AFB, Bldg. 6000
Washington DC 20340-5100

6. ADMINISTERED BY (If other than Item 5) — CODE ZD50
Virginia Contracting Activity
ATTN: DIAC (b)(3):10 USC 424
Building 6000
Washington DC 20340-5100

7. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
CONCURRENT TECHNOLOGIES CORPORATION
100 CTC DR
JOHNSTOWN PA 159041935
Vendor ID: 00004631
DUNS: 189737810
Cage Code: 0W151
CEC-
(b)(6) TIN:

8. DELIVERY
FOB ORIGIN OTHER (See Schedule)

9. DISCOUNT FOR PROMPT PAYMENT
0 Days
0%
Net 30

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN — ITEM

11. SHIP TO/MARK FOR — CODE 00000
See Schedule

12. PAYMENT WILL BE MADE BY — CODE NSA01A
NSA Finance and Accounting Office
P.O. Box 1685; ATTN: DF2111
Ft. George G. Meade MD 20755-6856

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

15G. TOTAL AMOUNT OF CONTRACT $0.00

16. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE	
X	A	SOLICITATION/CONTRACT FORM	1-1
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2-2
	C	DESCRIPTION/SPECS./WORK STATEMENT	-
	D	PACKAGING AND MARKING	-
	E	INSPECTION AND ACCEPTANCE	-
	F	DELIVERIES OR PERFORMANCE	-
	G	CONTRACT ADMINISTRATION DATA	-
	H	SPECIAL CONTRACT REQUIREMENTS	-
		PART II - CONTRACT CLAUSES	
	I	CONTRACT CLAUSES	-
		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
	J	LIST OF ATTACHMENTS	-
		PART IV - REPRESENTATIONS AND INSTRUCTIONS	
	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	-
	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	-
	M	EVALUATION FACTORS FOR AWARD	-

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. 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 , 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.

(b)(6)

19A. NAME OF CONTRACTING OFFICER (b)(3):10 USC 424

19B. DATE SIGNED Dec 5, 2007

20C. DATE SIGNED 12-5-07

NSN 7540-01-152-8069
Previous edition is unusable

STANDARD FORM 26 (REV. 4-85)
Prescribed by GSA - FAR (48 CFR) 53.214(a)

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE $	AMOUNT $
	This award incorporates Request for Proposal HHM402-07-R-0087, all amendments, and your proposal dated October 16, 2007. The Government PM/COR(s) is/are:				
(b)(3):10 USC 424					
	The period of performance is: Base Year: 10 Dec 2007 through 09 Dec 2008 Option Year I: 10 Dec 2008 through 09 Dec 2009 Option Year II: 10 Dec 2009 through 09 Dec 2010 Option Year III: 10 Dec 2010 through 09 Dec 2011 Option Year IV: 10 Dec 2011 through 09 Dec 2012				

Solutions for Intelligence Analysis (SIA)
Indefinite Delivery Indefinite Quantity (IDIQ)
Statement of Objectives (SOO)
PREAMBLE: The Agency Mission and SIA Contract

The Defense Intelligence Community's mission is to provide timely, objective, and cogent military intelligence to warfighters, defense partners, and defense and national security policymakers. Contractors have been instrumental in enabling the Defense Intelligence Community to provide analytical support across the spectrum from warfighters in Iraq and Afghanistan to senior policy makers in the Defense Community. While the Defense Community does not outsource intelligence analysis, it hires contractor personnel to contribute their unique expertise to the government workforce which maintains authority, direction and control over the process.

The intent of the Solutions for Intelligence Analysis (SIA) contract vehicle is to streamline the acquisition of contractor augmentation for the Defense Intelligence Enterprise. The enterprise consists of DIA, the Service Intelligence Centers (Army, Navy, Air Force, and Marines), and the Combatant Commands. The SIA vehicle will be awarded as an Indefinite Delivery – Indefinite Quantity (IDIQ) contract and, in accordance with FAR provision 52.216-27, will be composed of multiple contractor teams. These teams or primes will be competitively selected according to criteria described in section M. Successful SIA primes will have the capability to augment the full range of enterprise-wide intelligence issues as outlined in the statement of objectives. Competition for SIA primes is being handled as an unclassified acquisition because the requirements are general in nature and are unclassified. Moreover, the $1B estimated amount (over five years) associated with SIA is merely a ceiling (an amount not to exceed) and is not indicative of amounts or types of funding that will actually be placed against this contract vehicle. Detailed requirements will be specified in task orders that will be competed among the successful primes. Task orders may be classified depending on the nature and circumstances of the particular requirement.

In practice, the SIA IDIQ contract vehicle will enable the government to both consolidate existing contracts and address new requirements via a single contract vehicle that can be more efficiently and effectively managed. SIA provides greater flexibility to re-align government resources by permitting consolidations when practical, improve oversight via a single effectively managed vehicle and responsive to customers with a streamlined process to competitively obtain and manage contract intelligence analyst services.

1. OBJECTIVES
The purpose of Solutions for Intelligence Analysis (SIA) is to provide the Defense Intelligence Community with a responsive, efficient, and reliable means to satisfy requirements for intelligence analysis support and related services. SIA will provide critical and timely support to assist in meeting mission requirements in a dynamic environment. SIA will enable the Government to consolidate existing services and meet new challenges through a competitive process that will improve oversight and resource utilization.

2. SCOPE

2.1. Organizational Scope
As a contract vehicle for the procurement of contract intelligence analysis and related services, SIA will be available to the Defense Intelligence Community requirements. The Defense Intelligence Community consists of the DIA, Service Centers (Army, Navy, Marine Corps, and Air Force), and the Combatant Commands.
Over the five-year lifespan, the total value of the SIA contract vehicle may reach a ceiling of one-billion dollars. Individual requirements will be funded and accomplished on a task order basis according to the terms and conditions of the overall contract and details contained in the task order. Prime contractors shall be required to perform the various services as covered in the individual task orders. The government intends to establish performance incentives where appropriate.

2.2. Geographic Scope
The geographic scope of this effort is any DIA, Service Center, COCOM or deployed location where the delivery of contractor provided intelligence analysis and related services is deemed appropriate and necessary by the customer. As combat support organizations, a key part of the DIA, Service Centers, and COCOMs mission involves direct support to operational or deployed forces. The capability to rapidly respond to requirements for provision of on-site intelligence analysts or related services world-wide forms a key part of this effort.

3. OPERATIONAL & MISSION FOCUS

The mission focus for this requirement includes, but is not limited to, the defense and transnational subjects, areas of interest, and intelligence topics. These are listed below. Contractors shall provide the expertise to augment the Defense Intelligence Community in meeting all these operational and mission requirements, as appropriate. As the mission and requirements evolve, there will be changes to these areas. These changes will be addressed in specific task orders as they arise.

3.1 Computer Network Operations

3.2 Defense Industry
3.3 Defense Policies
3.4 Emerging & Disruptive Technologies
3.5 Exercise & Training Activity
3.6 Foreign Cultures
3.7 Foreign Denial & Deception
3.8 Foreign Intelligence Activities
3.9 Foreign Space & Counterspace
3.10 Goals
3.11 Illicit Drugs
3.12 Infectious Disease & Health
3.13 Leadership - Military
3.14 Leadership - National
3.15 Military Systems RDT&E
3.16 Operational Readiness & Disposition
3.17 Order of Battle
3.18 POW/MIA
3.19 Regional Dynamics
3.20 Service Capabilities
3.21 Stability Concerns
3.22 Strategy & Doctrine
3.23 Supporting Infrastructure
3.24 Terrorism
3.25 Weapons Systems Characteristics & Performance
3.26 WMD – Biological
3.27 WMD – Chemical
3.28 WMD – Missiles
3.29 WMD - Nuclear

4. PERSONNEL REQUIREMENTS

As stated in the scope, the intent of the SIA contract vehicle is to satisfy the contract analytic requirements for the Defense Intelligence Community. Each prime shall be required to have a designated Program Manager. Program Managers will be required to submit periodic reports and metrics as identified by the task order. As task orders are defined to meet specific requirements, additional labor categories may be required. For evaluation purposes the contractor shall address the following labor categories. Proposals will have to be priced by labor category in respect to level of expertise.

4.1. Labor Categories

4.1.1 Intelligence Analysts
4.1.2. Operations/Research Analysts
4.1.3. Security Analysts
4.1.4. Science & Technology Analysts
4.1.5. Project Managers

4.2. Levels of Expertise

4.2.1. Junior
4.2.1.1. Bachelor or masters degree or
4.2.1.2. Specialized training & 2-3 years intelligence analysis experience or
4.2.1.3. 3-4 years of military intelligence experience or
4.2.1.4. Equivalent intelligence/academic experience

4.2.2. Mid-level
4.2.2.1. Bachelor or masters degree with 4-6 years of intelligence analysis experience
4.2.2.2. Specialized training & 4-8 years intelligence analysis experience or
4.2.2.3. Equivalent intelligence/academic experience

4.2.3. Senior
4.2.3.1. Bachelor, masters, or specialized degree and 8+ years of intelligence analysis experience or
4.2.3.2. Specialized training & 10+ years of intelligence analysis experience or
4.2.3.3. Equivalent intelligence/academic experience
4.2.3.4. Credentialed subject matter expert or Recognized specialist in relevant field

4.3. For specific task orders, the Government may consider a non-traditional approach to meeting the required levels of expertise.

5. SECURITY

At a minimum, all offeror teams shall be required to have Top Secret Facility Clearances when submitting proposals. Security requirements will be gauged and established for each task order according to the nature of the work to be accomplished on a strict need-to-know basis. While the RFP and basic contracts are unclassified, successful offerors shall have a TS Facility Clearance, because task orders following basic award may be classified and classified storage would then be required. These requirements could include unrestricted access to the Defense Intelligence Analysis Center or other DIA approved Secure Compartmented Information Facility (SCIF), JWICs connectivity, and NSTS telephones, and personnel cleared at the TS/SCI level. Contractor personnel are subject to the same stringent security requirements as government personnel.

6. FUNCTIONAL REQUIREMENTS

6.1. Incidentals

The acquisition of goods/services related to intelligence analysis may be incidental to a basic service requirement. If the Government determines that any related goods/services are needed to meet or support an intelligence analysis requirement, the related goods/service requirement must be reviewed to ensure proper funding authorization, approved by the contracting officer, specified in the task order, and delivered to the Government as an integral component of the activity specified in the task order. Individual task orders may require the contractor to have specific infrastructure capabilities, such as SCIF space or JWICS communications capability, essential for the performance of the task. Individual task orders may require the contractor to station personnel at locations throughout the United States and/or overseas on a permanent basis or may involve travel for extended periods of time. There will likely be instances where a task order will require overtime, shift, weekend, and holiday work as may be needed and directed by the Government.

6.2 Document Interchange

Unless specified otherwise by specific orders, all documentation shall be provided in printed copy. In addition to the printed copy, task orders under this contract may be require that copies be provided electronically.

GLOSSARY

Labor Categories:

Program Manager – Shall be the overall point of contact for the prime contractor. This individual shall not be an allowed direct cost to the contract. This individual shall have cognizance over all matters under this contract.

Project Manager - Manages, plans, directs, and coordinates a wide variety of projects ranging from analytic services to communication systems. Guides the project from concept development through to final deployment; ensures that the project is completed done on time and within budget. Coordinates and integrates the work of the entire staff to include intelligence analysts, cost and program analysts, technical specialists; assumes overall responsibility for the success of the project.

Intel Analyst - Coordinates and participates in the analysis, processing, and distribution of strategic and tactical intelligence; solves difficult technical problems. Specific duties include: preparing all-source intelligence products; assists in establishing and maintaining systematic, cross-referenced intelligence records and files; receives and processes reports and messages; assists in determining the significance and reliability of incoming information; assists in the analysis and evaluation of intelligence holdings to determine changes in an adversaries capabilities, vulnerabilities and probable courses of action

Operations Research Analyst - Applies advanced analytical techniques to help make better decisions, solve complex technical problems, and to help managers improve performance. Techniques employed may include Monte Carlo simulation, linear and nonlinear programming, dynamic programming, queuing and other stochastic-process models, Markov decision processes, econometric methods, data envelopment analysis, neural networks, expert systems, decision analysis.

Security Analyst – Develops, defines, and implement security architectures, plans, policies, and procedures to improve organization and project security. Duties include evaluating and assessing compliance with established information assurance security policies and regulations. Evaluate the security posture of computer/network information systems, make recommendations for certification and approval. Engage stakeholders to insure that security is consider and implemented on all projects throughout the life cycle of a project from the beginning to the end.

Scientific & Technical Analysts - Conduct analyses and assessment of technological, engineering, and scientific research, new and emerging technologies. Apply the principles of science and mathematics to develop economical solutions to technical problems; assess the technical maturity and commercial feasibility of new/emerging technologies and scientific advances. These span numerous areas such as space operations, environmental health and safety, manufacturing and

engineering, nanotechnology, biotechnology, weapons of mass destruction, global financial transactions; direct the operations of communications centers and the development of complex computer systems; identify and analyze sources of technical and environmental problems; identify and implement solutions; use computers to produce and analyze designs; to simulate and test how machines, structures, and systems operate.

Mission Focus Topics

Computer Network Operations
Foreign activities, entities, concepts, policies, plans and programs, intentions, doctrine, strategy, research and development, organizations, tactics, techniques, and operations to deny, degrade, disrupt, destroy, or exploit computer networks, systems, or data resident on computer networks or efforts to undermine the confidentiality, integrity, or availability of computer networks, systems, or data resident on computer networks. Includes threats to destroy or degrade computer networks, threats to exploit computer networks. Vulnerabilities of foreign computer networks to destruction, degradation, and exploitation. Foreign policies, plans and programs to protect against cyber attack. Capability to monitor, detect and respond to attempts to penetrate computer networks.

Defense Industry
Basic and military industrial capabilities supporting a country's current and future ability to develop, equip, sustain, and employ its military forces. Includes civil-military allocation priorities and policies, economic and industrial trade policies, role of foreign economic-industrial assistance and linkages, and strategic resource and production requirements. The associated infrastructure and industrial output – including quantity of weapons produced. Industrial organization, raw materials, production processes, surge capabilities, reliance on foreign technologies, contribution of indigenous defense industry to arms trade, and factors that provide immediate support to major military operations.

Defense Policies
Nation's defense plans, programs and policies that govern military force employment deployment and readiness, rules of engagement, including joint and multilateral operations with allies and the entering in to treaties/agreements to bolster security. Nation's defense-related strategic goals and objectives for enhancing force end-strength and the constraints and aspirations of the defense establishment. Role of defense forces in national security affairs and their influence on national policies, including decision-making process and internal political/military developments as they impact government stability.

Emerging & Disruptive Technologies
Discovery, development or exploitation of advanced technologies by foreign states or non-state actors. Developments and trends in foreign scientific and technical capabilities that impact future applications in military defense and national security to prevent technology surprise to the US and Allied Forces. Foreign technology base. Science and technology plans, policies, programs, and facilities. Globalize trends in research in civilian advanced technologies. Technological advances in environmental engineering. Development and application of life science technology. Special focus on integration of information technology, biotechnology, materials science, and nanotechnology. Events leading to emerging and advanced technologies, disruptive technologies, technology transfer, and technology integration into military systems.

Exercise & Training Activity
The conduct and results of military maneuvers or simulated wartime operations undertaken to maintain the capabilities of a force.

Foreign Cultures
Shared customs, norms, mindsets and values that define non-state identities and demographic factors which directly impact a population's ability to maintain order, facilitate commerce and inspire, support, or conduct violence.

Foreign Denial & Deception
Denial and Deception (D&D) is undertaken by foreign adversaries–state and non-state actors alike–to influence or deceive the U.S. policymaking and intelligence communities by reducing collection effectiveness, manipulating information, or otherwise attempting to manage perceptions of intelligence producers and consumers. D&D practitioners seek to control what intelligence collectors observe and acquire in order to manipulate their perceptions and the content of their products, in an effort to shape the decisions and actions of policymakers and those who can influence them.

Denial refers specifically to activities and programs designed to eliminate, impair, degrade, or neutralize the effectiveness of collection within and across HUMINT, SIGINT, IMINT, and MASINT.

Deception refers to manipulation of intelligence collection, analysis, or public opinion by introducing false, misleading or, even true but tailored, information into intelligence channels with the intent of influencing judgments made by intelligence producers and the consumers of their products.

Foreign Intelligence Activities

Encompasses adversary efforts to degrade, manipulate or covertly influence U.S. intelligence, political processes, policy or public opinion. Adversaries are defined as foreign intelligence and security services (FISS), foreign intelligence collectors (FICs), and terrorist groups. information collection. To counter foreign intelligence activities Counter Intelligence (CI) works closely with intelligence, security, infrastructure protection and law enforcement to ensure an integrated approach to the protection of U.S. forces, our intelligence and national assets, U.S. research, development and technology and the U.S. economy. CI conducts analysis, investigations and operations to identify and neutralize espionage and foreign intelligence activities, the intelligence-related activities of terrorists

CI is composed of both offensive and defensive elements. Offensive CI includes the penetration and deception of adversary groups. Defensive CI involves protecting vital U.S. national security related information from being obtained or manipulated by an adversary's intelligence organizations, activities and operations. This two-pronged approach forms a comprehensive CI strategy that is informed by collection results and feeds more effective CI operations. Counterintelligence is a universal constant that should be factored in whenever U.S. intelligence or national security capabilities are deployed or when we are targeted by our adversaries. Every U.S. intelligence capability and requirement needs to be protected and every intelligence threat deployed against us should be countered by effective offensive and defensive CI.

Foreign Space & Counterspace
Intent, doctrine, and strategy to employ space and counterspace systems. Research, development, testing, and evaluation of such systems. Acquisition, integration, and installation of space and counterspace systems. Capabilities and characteristics of developmental, operational, and projected systems. Ability to use space systems to apply power and achieve civil, economic, and military gains to support foreign strategy. Threats to U.S. space systems including on-orbit spacecraft, ground support segment, and users. Proliferation of space and counterspace systems and services to nations and non state actors.

Goals
Current security goals, objectives and strategies, how they are evolving, and their success/failure at achieving them. Regional and trans-regional trends and how they shape security policies. Key factors of security and defense policy behavior, focusing on the causes for change. Policies and actions governing participation in foreign/defense security alliances or multinational deployments. Significant impacts on US security interests/objectives and how the United States might influence security and military policies and alignments.

Illicit Drugs
Significant foreign drug trafficking organizations and their vulnerabilities, illicit drug transshipment methods and routes, and illicit drug production and processing facilities. Foreign government and military counter-drug policies and actions as well as attitudes toward US-backed counter-drug proposals and activities. Illicit drug related corruption of high level governmental and military officials as well as those organizations and officials that can be relied on to resist drug trafficker influences. Includes international drug trafficking linkages with international terrorism and organized crime

Infectious Disease & Health
Health risks to deploying US forces from environmental contamination, including chemical and radiological hazards. For deployment/staging or other critical locations, health risks associated with chemical storage sites at industrial facilities located at deployment, staging or other critical locations. Hazardous areas surrounding these locations. Infectious disease risks to deploying forces, including alerts on infectious disease outbreaks and forecasts on conditions compatible with disease spread. For deployment and staging locations, geographic risk distribution and diseases that may have significant operational impact. Natural distribution for infectious diseases of known bio-warfare potential. National and international public health capability, capacity, will, and investment to resolve infectious disease threats. Social, political, and economic impact of infectious diseases such as the HIV/AIDS epidemic on foreign nations. Health issues that impact readiness of foreign militaries.

Leadership – Military
Uniformed and civilian leaders of foreign military organizations, to include decision makers and policy-shapers (Defense Chiefs/Ministers, Deputies); goals/motivations and their ability/capability to successfully pursue them. Motives, influence, and relations between senior leaders. Personal history, civilian education, military training, doctrinal innovations, personality type, unique traits and personal vulnerabilities, values, beliefs, negotiating and leadership style.

Leadership – National
National decision-makers and policy-shapers, and influential persons whose actions and decisions have national significance; goals/motivations and their ability/capability to successfully pursue them. Personal history, civilian education, military training, doctrinal innovations, personality type, unique traits and personal vulnerabilities, values, beliefs, negotiating and leadership style.

Military Systems RDT&E
Foreign research and development capabilities, programs, and infrastructure associated with foreign military systems (weapons, platforms, sensors, countermeasures).

Operational Readiness & Disposition
The distribution of the elements of a command within an area, including the location of each unit's headquarters and the deployment of forces subordinate to it. The capability of a unit, formation, ship, weapon system, or equipment to perform the mission or functions for which it was organized or designed.

Order of Battle
Ground, air, air defense, naval, naval aviation, theater and strategic missile forces and related facilities. For these forces include military unit organization, command leadership, personnel, major equipment, mobilization procedures, and locations of garrisons and related support facilities. The major functional aspects of military force organization analysis includes: garrison facility locations, support facilities, training, storage, ammunition, logistics, and combat service support units, command leadership, general staff and military departments, military region, military districts, theater of operations, organizational echelons, major combat and combat support equipment, unit force generation and history, and mobilization process.

POW/MIA
Plans, intentions, procedures and operations of state and non-state actors to capture, or otherwise hold and exploit, U.S. and Allied personnel or their remains. Identify capabilities, employed to interface with U.S. efforts to locate, determine the welfare of, rescue, and/or recover captives or remains of designated persons. Identify personnel with information about captured and/or missing personnel; the circumstances, locations, and conditions of captured, missing, or deceased personnel and/or their remains; environmental circumstances, including security, geographic and cultural factors that affect the ability of an isolated person/POW/captive to survive, evade capture, resist exploitation, or escape. Identify indigenous conventional and unconventional capabilities to serve as recovery mechanisms.

Regional Dynamics
Factors, conditions, or other influences that contribute to or undermine regional stability; leading to, perpetuating, resolving or preventing hostilities among nations, indigenous groups, tribes, sub-state governments, and other entities. Factors could include regional agreements, sanctions, embargoes, religious or ideological extremism, insurgencies, sanctuaries, civil war and conflict.

Service Capabilities
Foreign service-specific (operational C4ISR, ground, naval, air, air defense, special operations, coastal/anti-landing, joint, combined, reserve, space, strategic missile, WMD-related, and gendarmerie/special police forces) leadership, strategy, doctrine, tactics, techniques, procedures, training curricula, and readiness systems and philosophy.

Stability Concerns
Factors, conditions, or other influences that contribute to or undermine national stability and security, leading to or perpetuating hostilities within a nation-state. May include tensions among sub-national groups, indigenous peoples or tribal tensions. Factors may also include regional agreements, sanctions, embargoes, religious or ideological extremism, insurgencies, sanctuaries, civil war and conflict.

Strategy & Doctrine
Military strategy and doctrine at the national, operational, and tactical levels to the military command structure, to include: conducting strategic and operational-level military deception; countering foreign technical and human reconnaissance; and protecting the security of critical military technology and weapons programs; writing military publications in alignment with strategy and doctrine; training and educating the military at educational institutions and through exercises.

Supporting Infrastructure
The framework of interdependent networks and systems comprising identifiable institutions, organizations (including personnel and procedures), industries, and distribution capabilities that provides a flow of services and products essential to national security, defense, the economy, and society as a whole. It also includes network and system behaviors or interactions within the limits and possibilities produced by the physical, cultural, and human environments or geography.

Terrorism
Plans and intentions of global, national or regional terrorist groups and individuals. Capabilities of terrorists and their efforts to obtain weapons, other threat systems, dangerous materials and technologies, and expertise. Command, control, communications, intelligence, surveillance and reconnaissance, logistics, and other supporting infrastructures. Identity of established and emerging terrorist organizations and individuals. Evidence of state or non-state actor sponsorship of, or affiliation with terrorists, including financial support. Financial transactions in support of terrorism and efforts by terrorist groups to monitor, exploit, or manipulate electronic financial transactions. Indications of reconnaissance or surveillance, gathering information on potential U.S. targets. Ability and will of states and non-state actors to support U.S. counter-terrorism strategies and goals.

Weapons Systems Characteristics & Performance
Technical characteristics and capabilities of foreign advanced and conventional military (weapons, platforms, sensors, countermeasures) systems both operational and developmental systems. Scientific and technical analysis and assessments of foreign military systems capabilities, strengths and vulnerabilities. Weapons testing and evaluation. Command and control systems required to employ a given system effectively in conjunction with other forces.

WMD – Biological
Capabilities and characteristics of foreign military offensive and defensive biological warfare systems, both operational and in development. Biological warfare research and development capabilities, programs, and infrastructure. Biological testing and evaluation. Analysis and assessments of foreign biological warfare systems capabilities, strengths and vulnerabilities. Acquisition and exploitation of foreign biological warfare systems or components. Development by terrorists or other non-state entities of biological warfare and toxin devices including improvised dissemination means.

Foreign biological warfare and dual-use technology transfers. Arms suppliers, methods of finance and exchange, and transfer networks. Indications and warning of biological warfare proliferation activities to include theft and smuggling. Biological warfare and materials security and elimination. Ability and will of states and non-state actors to support U.S. counter-proliferation goals, strategies, and programs. Efforts by terrorists or non-state entities to acquire, sell, traffic in, or use biological warfare and toxin devices, materials or components. Forensic attribution of devices or materials seized or used.

WMD – Chemical
Capabilities and characteristics of foreign military offensive and defensive chemical warfare systems, both operational and in development. Chemical warfare research and development capabilities, programs, and infrastructure. Chemical testing and evaluation. Analysis and assessments of foreign chemical warfare systems capabilities, strengths and vulnerabilities. Acquisition and exploitation of foreign chemical warfare systems or components. Development by terrorists or other non-state entities of chemical warfare devices, including improvised chemical devices.

Foreign chemical warfare and dual-use technology transfers. Arms suppliers, methods of finance and exchange, and transfer networks. Indications and warning of chemical warfare proliferation activities to include theft and smuggling. Chemical warfare and materials security and elimination. Ability and will of states and non-state actors to support U.S. counter-proliferation goals, strategies, and programs. Efforts by terrorists or non-state entities to acquire, sell, traffic in, or use chemical warfare devices, materials or components. Forensic attribution of devices or materials seized or used.

WMD – Missiles
Capabilities and characteristics of foreign missile systems (and subsystems), both operational, in development and estimated or projected. Missile research and development capabilities, programs and infrastructure. Missile testing and evaluation. Analysis and assessments of foreign missile systems capabilities, strengths, and vulnerabilities. Foreign exploitation of missile systems or components. Includes systems designed to support such missiles, e.g. transporters, launchers, re supply vehicles.

Foreign missile system and dual-use technology transfers. Arms suppliers, methods of finance and exchange, and transfer networks. Indications and warning of missile proliferation activities. Missile system weapons and materials security and elimination. Ability and will of states and non-state actors to support U.S. counter-proliferation goals and strategies.

Categories of missiles covered by this Topic are: ballistic missiles (short-, medium intermediate range, intercontinental, ship- or submarine-launched), land-attack cruise missiles, or UAVs with WMD capability.

WMD – Nuclear
Capabilities and characteristics of foreign military offensive and defensive nuclear weapons systems, both operational and in development. Nuclear weapons research and development capabilities, programs, and infrastructure. Nuclear weapons testing and evaluation. Analysis and assessments of foreign nuclear weapon systems capabilities, strengths and vulnerabilities. Acquisition and exploitation of foreign nuclear weapon systems or components. Development by terrorists or other non-state entities of improvised nuclear devices or radiological dispersal devices.

Foreign nuclear weapons and dual-use technology transfers. Arms suppliers, methods of finance and exchange, and transfer networks. Indications and warning of nuclear proliferation activities, to include theft and smuggling. Nuclear weapons and materials security and elimination. Ability and will of states and non-state actors to support or circumvent U.S. counter-proliferation goals, strategies, and programs. Efforts by terrorists or other non-state entities to acquire, sell, traffic in, or use nuclear or radiological devices, materials or components. Forensic attribution of devices or materials seized or used.

Table of Contents

SECTION D PACKAGING AND MARKING **13**
D. 1 52.999-4000 PACKAGING, MARKING, SHIPPING, and LABELING FOR NON-ELECTRONIC DEVICES 13

SECTION E INSPECTION AND ACCEPTANCE **15**
E. 1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996) 15

SECTION F DELIVERIES OR PERFORMANCE **16**
F. 1 52.242-15 STOP-WORK ORDER (AUG 1989) 16
F. 2 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) 16

SECTION I CONTRACT CLAUSES **17**
I. 1 52.202-1 DEFINITIONS (JUL 2004) 17
I. 2 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2006) 17
I. 3 52.216-23 EXECUTION AND COMMENCEMENT OF WORK (APR 1984) 17
I. 4 52.203-3 GRATUITIES (APR 1984) 17
I. 5 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984) 17
I. 6 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005) 17
I. 7 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) 17
I. 8 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004) 17
I. 9 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995) 17
I. 10 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2007) 17
I. 11 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999) 17
I. 12 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN1997) 17
I. 13 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) 17
I. 14 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997) 17
I. 15 52.222-3 CONVICT LABOR (JUN 2003) 17
I. 16 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005) 18
I. 17 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2004) 18
I. 18 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (JUL 2005) 18
I. 19 52.204-2 SECURITY REQUIREMENTS (AUG 1996) 18
I. 20 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) 18
I. 21 52.222-26 EQUAL OPPORTUNITY (MAR 2007) 18
I. 22 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000) 18
I. 23 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JULY 2006) 18
I. 24 52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003) 18
I. 25 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007) 18
I. 26 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. [SEP 2006] 18
I. 27 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998) 18
I. 28 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006) 18
I. 29 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006) 18
I. 30 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999) 18
I. 31 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997) 19
I. 32 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007) 19
I. 33 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) 19
I. 34 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997) 19
I. 35 52.223-6 DRUG-FREE WORKPLACE (MAY 2001) 19
I. 36 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997) 19
I. 37 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000) 19
I. 38 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) 19
I. 39 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005) 19

Table of Contents

I. 40 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984) 19
I. 41 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997) 19
I. 42 52.224-2 PRIVACY ACT (APR 1984) 19
I. 43 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006) 19
I. 44 252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979) 19
I. 45 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984) 19
I. 46 52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984) 19
I. 47 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997) 20
I. 48 252.228-7003 CAPTURE AND DETENTION (DEC 1991) 20
I. 49 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003) 20
I. 50 52.229-6 TAXES--FOREIGN FIXED-PRICE CONTRACTS (JUN 2003) 20
I. 51 52.232-1 PAYMENTS (APR 1984) 20
I. 52 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002) 20
I. 53 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984) 20
I. 54 52.232-11 EXTRAS (APR 1984) 20
I. 55 52.232-16 PROGRESS PAYMENTS (APR 2003) 20
I. 56 52.232-17 INTEREST (JUN 1996) 20
I. 57 52.232-18 AVAILABILITY OF FUNDS (APR 1984) 20
I. 58 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) 20
I. 59 52.232-25 PROMPT PAYMENT (OCT 2003) 20
I. 60 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003) 20
I. 61 52.232-36 PAYMENT BY THIRD PARTY (MAY 1999) 20
I. 62 52.233-1 DISPUTES (JUL 2002) 21
I. 63 52.233-3 PROTEST AFTER AWARD (AUG 1996) 21
I. 64 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) 21
I. 65 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984) 21
I. 66 52.237-3 CONTINUITY OF SERVICES (JAN 1991) 21
I. 67 52.237-11 ACCEPTING AND DISPENSING OF $1 COIN (AUG 2007) 21
I. 68 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996) 21
I. 69 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984) 21
I. 70 52.242-2 PRODUCTION PROGRESS REPORTS (APR 1991) 21
I. 71 52.242-13 BANKRUPTCY (JUL 1995) 21
I. 72 52.243-1 II CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE II (APR 1984) 21
I. 73 52.243-7 NOTIFICATION OF CHANGES (APR 1984) 21
I. 74 52.244-2 SUBCONTRACTS (JUN 2007) 21
I. 75 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996) 21
I. 76 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997) 21
I. 77 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003) 21
I. 78 52.248-1 VALUE ENGINEERING (FEB 2000) 22
I. 79 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) 22
I. 80 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) 22
I. 81 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) 22
I. 82 52.253-1 COMPUTER GENERATED FORMS (JAN 1991) 22
I. 83 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999) 22
I. 84 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT2006) 22
I. 85 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) 23
I. 86 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984) 23
I. 87 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) 23
I. 88 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) 23
I. 89 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984) 23
I. 90 52.232-32 PERFORMANCE-BASED PAYMENTS (FEB 2002) 24
I. 91 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999) 26
I. 92 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007) 26

Table of Contents

I. 93 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....26

SECTION D
PACKAGING AND MARKING

D. 1 52.999-4000 PACKAGING, MARKING, SHIPPING, and LABELING FOR NON-ELECTRONIC DEVICES

For all shipments of packaged materiel to the Government, which includes either Depot or Direct Vendor Delivery (DVD) shipments, both DoD linear and two-dimensional (2D) bar code markings are required on Military shipping labels in accordance with MIL-STD-129(P), dated 15 December 2002 or Commercially acceptable equivalent.

Subject 2(D) bar coding shall be in accordance with ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. Linear (Code 3 of 9 or Code 39) bar coding shall be in accordance with ISO/ IEC 16388.

The Bar-Code and Shipping Label shall contain the following information on the shipping label:

- Name, phone number and location (building and room number) of the ultimate customer
- Caller or Company Representative
- Phone number
- Shipment information (type materiel, including hazardous information)
- Contract number (used by warehouse receiving, verifying what was ordered was actually received)
- National Stock Number (NSN)
- Piece number and total pieces (Box 1 of 2)
- Gross weight and cubic dimensions
- Transportation Control Number (TCN)

Packing List / Invoice / Shipping Documents

- A packing list, invoice or shipping document shall accompany or be included in all shipments, which is required for both interior and exterior packaging.
- The packing documentation shall include the following:
- Complete "mark for or ship to" information including requisition or order number
- Contract number
- Contract Line Item Number (CLIN)

- National Stock Number (NSN), if applicable
- Part number or item number, if NSN is not available
- Identify any hazardous materiel (include Materiel Safety Data Sheet)
- Quantity
- Unit of Issue

SECTION E
INSPECTION AND ACCEPTANCE

E. 1 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(Reference 52.246-4)

SECTION F
DELIVERIES OR PERFORMANCE

F. 1 52.242-15 STOP-WORK ORDER (AUG 1989)

(Reference 52.242-15)

F. 2 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(Reference 52.242-17)

SECTION I
CONTRACT CLAUSES

I. 1 52.202-1 DEFINITIONS (JUL 2004)

(Reference 52.202-1)

I. 2 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2006)

(Reference 252.215-7002)

I. 3 52.216-23 EXECUTION AND COMMENCEMENT OF WORK (APR 1984)

(Reference 52.216-23)

I. 4 52.203-3 GRATUITIES (APR 1984)

(Reference 52.203-3)

I. 5 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(Reference 52.203-5)

I. 6 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

(Reference 52.219-4)

I. 7 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(Reference 52.203-6)

I. 8 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(Reference 52.219-8)

I. 9 52.203-7 ANTI-KICKBACK PROCEDURES (JUL 1995)

(Reference 52.203-7)

I. 10 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2007)

(Reference 52.219-9)

I. 11 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)

(Reference 52.219-16)

I. 12 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-8)

I. 13 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-10)

I. 14 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

(Reference 52.222-1)

I. 15 52.222-3 CONVICT LABOR (JUN 2003)

(Reference 52.222-3)

I. 16 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(Reference 52.203-12)

I. 17 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2004)

(Reference 252.203-7001)

I. 18 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (JUL 2005)

(Reference 52.222-4)

I. 19 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(Reference 52.204-2)

I. 20 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(Reference 52.222-21)

I. 21 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(Reference 52.222-26)

I. 22 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(Reference 52.204-4)

I. 23 52.204-7 CENTRAL CONTRACTOR REGISTRATION (JULY 2006)

(Reference 52.204-7)

I. 24 52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)

(Reference 52.222-29)

I. 25 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)

(Reference 52.204-9)

I. 26 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. [SEP 2006]

(Reference 52.222-35)

I. 27 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(Reference 52.222-36)

I. 28 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)

(Reference 52.209-6)

I. 29 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)

(Reference 52.222-37)

I. 30 52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(Reference 52.215-2)

I. 31 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

(Reference 52.215-8)

I. 32 52.222-50 COMBATING TRAFFICKING IN PERSONS (AUG 2007)

(Reference 52.222-50)

I. 33 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(Reference 52.223-5)

I. 34 52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(Reference 52.215-11)

I. 35 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Reference 52.223-6)

I. 36 52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(Reference 52.215-13)

I. 37 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)

(Reference 52.223-10)

I. 38 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

(Reference 52.215-17)

I. 39 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)

(Reference 52.215-18)

I. 40 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

(Reference 52.224-1)

I. 41 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(Reference 52.215-21)

I. 42 52.224-2 PRIVACY ACT (APR 1984)

(Reference 52.224-2)

I. 43 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)

(Reference 52.225-13)

I. 44 252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

(Reference 252.227-7022)

I. 45 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

(Reference 52.228-3)

I. 46 52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

(Reference 52.228-4)

I. 47 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(Reference 52.228-5)

I. 48 252.228-7003 CAPTURE AND DETENTION (DEC 1991)

(Reference 252.228-7003)

I. 49 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(Reference 52.229-3)

I. 50 52.229-6 TAXES--FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)

(Reference 52.229-6)

I. 51 52.232-1 PAYMENTS (APR 1984)

(Reference 52.232-1)

I. 52 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(Reference 52.232-8)

I. 53 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

(Reference 52.232-9)

I. 54 52.232-11 EXTRAS (APR 1984)

(Reference 52.232-11)

I. 55 52.232-16 PROGRESS PAYMENTS (APR 2003)

(Reference 52.232-16)

I. 56 52.232-17 INTEREST (JUN 1996)

(Reference 52.232-17)

I. 57 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

(Reference 52.232-18)

I. 58 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(Reference 52.232-23)

I. 59 52.232-25 PROMPT PAYMENT (OCT 2003)

(Reference 52.232-25)

I. 60 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(Reference 52.232-33)

I. 61 52.232-36 PAYMENT BY THIRD PARTY (MAY 1999)

(Reference 52.232-36)

I. 62 52.233-1 DISPUTES (JUL 2002)

(Reference 52.233-1)

I. 63 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(Reference 52.233-3)

I. 64 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

(Reference 52.233-4)

I. 65 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

(Reference 52.237-2)

I. 66 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(Reference 52.237-3)

I. 67 52.237-11 ACCEPTING AND DISPENSING OF $1 COIN (AUG 2007)

(Reference 52.237-11)

I. 68 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(Reference 52.239-1)

I. 69 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

(Reference 52.242-1)

I. 70 52.242-2 PRODUCTION PROGRESS REPORTS (APR 1991)

(Reference 52.242-2)

I. 71 52.242-13 BANKRUPTCY (JUL 1995)

(Reference 52.242-13)

I. 72 52.243-1 II CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE II (APR 1984)

(Reference 52.243-1 II)

I. 73 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(Reference 52.243-7)

I. 74 52.244-2 SUBCONTRACTS (JUN 2007)

(Reference 52.244-2)

I. 75 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(Reference 52.244-5)

I. 76 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(Reference 52.246-25)

I. 77 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

(Reference 52.247-63)

I. 78 52.248-1 VALUE ENGINEERING (FEB 2000)

(Reference 52.248-1)

I. 79 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

(Reference 52.249-2)

I. 80 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(Reference 52.249-8)

I. 81 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984)

(Reference 52.250-1)

I. 82 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(Reference 52.253-1)

I. 83 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.
(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--
(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
(2) Complete section A and forward the form to DLIS; and
(3) Notify the Contractor of its assigned CAGE code.
(c) Do not delay submission of the offer pending receipt of a CAGE code.
(End of provision)

I. 84 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2006)

(a) "Definitions." As used in this provision--
(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, North Korea, Sudan, and Syria.
(3) "Significant interest" means--
(i) Ownership of or beneficial interest in 5 percent or more of the firm''s or subsidiary''s securities. Beneficial interest includes holding 5 percent or more of any class of the firm''s securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;
(ii) Holding a management position in the firm, such as a director or officer;
(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;
(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
(v) Holding 50 percent or more of the indebtedness of a firm.
(b) "Prohibition on award." In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver

is granted by the Secretary of Defense.

(c) "Disclosure." If the government of a terrorist country has significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in a attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

I. 85 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor''s ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I. 86 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding (To be determined per Task Order)

(b)(4) (b) The maximum amount for which the Government shall be liable if this contract is terminated is

(End of Clause)

I. 87 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 10 Days

(End of Clause)

I. 88 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 60 Days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 Days 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 5 Years & 6 months

(End of Clause)

I. 89 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond the current fiscal year The Government''s obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the current fiscal year until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

I. 90 52.232-32 PERFORMANCE-BASED PAYMENTS (FEB 2002)

(a) "Amount of payments and limitations on payments." Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract''s description of the basis for payment.

(b) "Contractor request for performance-based payment." The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor''s request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) "Approval and payment of requests."

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30 Days day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) "Liquidation of performance-based payments."

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts of a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) "Reduction or suspension of performance-based payments." The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor''s--

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) "Title."

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title

under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer''s approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer''s advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) "Risk of loss." Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) "Records and controls." The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor''s records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) "Reports and Government access." The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor''s records and to examine and verify the Contractor''s performance of this contract for administration of this clause.

(j) "Special terms regarding default." If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) "Reservation of rights."

(1) No payment or vesting of title under this clause shall--

(i) Excuse the Contractor from performance of obligations under this contract, or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government''s rights and remedies under this clause--

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) "Content of Contractor''s request for performance-based payment." The Contractor''s request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract''s description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) "Content of Contractor''s certification." As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government''s title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

I. 91 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)

(a) As provided in paragraph (b) of the clause at 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration, the Government has designated the office cited in paragraph (c) of this clause as the office to receive the Contractor''s electronic funds transfer (EFT) information, in lieu of the payment office of this contract.

(b) The Contractor shall send all EFT information, and any changes to EFT information to the office designated in paragraph (c) of this clause. The Contractor shall not send EFT information to the payment office, or any other office than that designated in paragraph (c). The Government need not use any EFT information sent to any office other than that designated in paragraph (c).

(c) Designated Office:
NSA Finance Accounting Office
PO Box 1685: ATTN: DF 21111

Ft. George G. Meade, MD 20755-6856
410-854-7537 or 7539

(End of Clause)

I. 92 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2007)

(a) "Definitions." As used in this clause--
"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.
"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $550,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241 and U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

I. 93 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

(End of Clause)