

## SECTION H Special Contract Requirements

**H.1 CONTRACTOR ACCESS TO GOVERNMENT INSTALLATION**

The Contractor shall submit to the Contracting Officer the names and social security numbers of all employees and/or prospective employees who will require access to the Government installation and/or facility in the course of their employment. This requirement applies to the Contractor's subcontractors and suppliers. The Contracting Officer will submit the names and social security numbers to the installation's Provost Marshall. The Contractor will be advised if any of the individuals have been barred from the Government installation pursuant to Title 18 U.S.C. Section 1382. Those individuals currently or previously barred from the Government installation will not be allowed to enter or work on the installation. Procedures or policies regarding Contractor access to Government installations and/or facilities may vary somewhat at different installations. If procedures vary, the appropriate procedure will be identified by the Contracting Officer or designated representative upon contract award and/or in individual task orders.

**H.2. NOTICE OF INCORPORATION OF SECTIONS K, L, AND M**

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

<u>SECTION</u>	<u>TITLE</u>
K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
M	EVALUATION FACTORS FOR AWARD

**H.3 INSURANCE**

a. Pursuant to the contract clause in Section I, entitled "INSURANCE-LIABILITY TO THIRD PERSONS (Mar 1996), FAR Clause 52.228-7," the Contractor shall at all times during the performance of this contract, unless otherwise directed or approved by the Contracting Officer, carry insurance of the types and in the minimum amounts set forth below:

- b. Worker's Compensation and Employer's Liability Insurance: \$100,000;  
 Comprehensive General Liability Insurance: \$500,000 per occurrence; and  
 Comprehensive Automobile Liability Insurance:

\$200,000 per person;  
 \$500,000 per occurrence for bodily injury; and  
 \$20,000 per occurrence for property damage

c. The Contractor shall furnish the contracting officer proof of insurance, prior to the commencement of work. The proof will contain a written statement including the nature of the policies, the names of the insured, and the number, amounts, and policy periods, and an endorsement that any cancellation, expiration, or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or Contractor provides written notice to the Contracting Officer no less than 30 days before any change in any policies adversely affecting the interest of the Government in such insurance.

#### H.4 TASK EXECUTION PLAN - JOB TITLES AND WAGE CLASSIFICATION

- a. A Task Execution Plan (TEP) is required for all task orders and will communicate the Contractor's technical approach and estimated resources required to satisfy task requirements.
- b. Competition of work among Contractors: The Government will give each Contractor an opportunity to compete for orders of over \$2,500. There are four exceptions to this rule: 1) urgency, 2) only one vendor is capable of supplying unique or highly specialized goods, 3) logical follow-on to a previous order that was competitively awarded, and 4) necessary to meet the guaranteed minimum quantity.
- c. The Government requirement will be provided to the Contractors on a Form 1, COR Letter of Instruction. The Form 1 will include the suspense date for submission of Task Execution Plan (TEP), indicate the period of performance, indicate if the work can start pending TEP approval, and indicate a not-to-exceed dollar amount for the proposal (TEP) preparation costs. The Form 1 will contain the Government's requirement and it is incumbent upon the Contractors to determine labor mix, labor categories and levels, hours, travel, overtime, and ODCs and submit those in their TEP. The Government will then evaluate the competing TEPs on the basis of technical approach, price, and past performance. The Contractor that offers the best value to the Government will be awarded the task and the unsuccessful Contractors will be offered an opportunity for a debrief.
- d. Contractors shall propose and project any level increases (six levels) of labor categories in their initial TEP. Once proposed and approved by the Government, job titles and the associated wage classification will remain as proposed in the TEP period of performance. It is incumbent upon the Contractor to capture all anticipated costs for labor categories, increases, materials, overtime, and other associated costs in their TEP. Submission of a TEP to the Government shall be provided no later than 30 days from receipt of an approved Form 1 unless otherwise specified in the Form 1. Government desired changes to the TEP and/or tasking will be communicated using a Form 1. The COR will review and approve the Form 1 and TEP.
- e. Each task order will identify an obligation value and a notification value. The obligation value on each task order shall not be exceeded. The notification value is a value less than 100% of the obligation value. The contractor shall provide notification when performance equates to the notification value specified in each task order. At the notification value, the contractor shall notify the Contracting Officer's Representative and the Action officer designated in the Form 1 by e-mail.
- f. Each TEP may be incrementally funded via the task order. The limitation of the Government liability will apply to each task order. Refer to clauses entitled "Limitation of Funds (Apr 1984)" and "Limitation of Government's Obligation (Aug 1993)."

#### H.5 ASSIGNMENT OF CONTRACTOR ACQUIRED FACILITIES

The Contractor may acquire/lease facilities necessary for support of the JITC as required under the contract and directed by specific task orders. The facilities shall meet the applicable Occupational Safety and Health Administration (OSHA) requirements. The Contractor acquired facility shall adhere to the security requirements as required by DD Form 254, Security Classification Specification. The Contractor shall comply with Army Regulation 600-63, which prohibits smoking within Army facilities. The operation, maintenance, and management of the facilities shall be the responsibility of the Contractor. Facilities acquired/leased under this contract are transferable to other Contractors only with the express written permission of the Contracting Officer. The provision entitled, CONTRACTOR PURCHASING PROCEDURES applies.

#### H.6 INCORPORATION OF ADDITIONAL LABOR CATEGORIES

- a. This contract provides JITC with the support required to perform its mission and functions. The

Contractor is required to provide a wide range of nonpersonal services to encompass scientific, engineering, logistical, administrative, purchasing, and ancillary support.

b. "Nonprofessional" and "professional" labor categories are provided in this contract by the identified Service Contract Act labor categories from Section J attachments and the professional categories identified in Appendix A to Section C. These labor categories are representative of the anticipated types of labor required to support the mission and functions of the JITC and are by no means exact or exclusive of the total support that may be required. Therefore, additions and/or revisions may be necessary.

c. There may be changes from time to time to include additional labor categories. When these changes occur, the original loading factors (including General & Administrative, Overhead, profit, facilities and other indirect costs) that were included in the Appendix D to Section L shall be used for that change.

d. This clause shall apply throughout the phase-in, basic contract, exercised options, and /or extensions.

#### **H.7 Reserved**

#### **H.8 WORK PRIORITY/TEST SCHEDULES**

Notwithstanding the Contractor's responsibility for total management during the performance of this contract, the Government reserves the right to assign priority for the work to be performed. The Contractor shall accept changes to the priorities when required by the Contracting Officer or designated representative and shall allocate personnel to perform the work in the most efficient and expeditious manner.

#### **H.9 LEGAL HOLIDAYS**

a. U.S. Government Federal holidays are as follows:

New Year's Day  
 Martin Luther King Jr.'s Birthday  
 Presidents' Birthday  
 Memorial Day  
 Independence Day  
 Labor Day  
 Columbus Day  
 Veteran's Day  
 Thanksgiving Day  
 Christmas Day

b. The Contractor shall not schedule compensated work during weekends, or legal U.S. Government holidays without the prior approval of the Contracting Officer or designated representative.

c. Legal holidays for Service Contract Employees are indicated on individual Wage Determinations contained at Section J of this contract.

#### **H. 10 ECONOMIC PRICE ADJUSTMENT**

a. The Contractor may request that prices of labor categories exempt from the Service Contract Act (SCA) in this contract be adjusted based on recognized indices (e.g. the William M. Mercer Information Technology Compensation Survey, or DICE.COM or any other recognized index) and the procedures set forth below. The effective date for approved price adjustments will be the beginning of the fiscal year following the year in which the adjustment is approved. For example, a request approved in January 2001

will take effect on 1 October 2001; a request approved in October 2001 will take place on 1 October 2002. The Government is under no obligation, however, to approve a requested adjustment.

b. Any annual adjustments requested by the Contractor may be approved for no more than the percentage change in the index. The Contractor must also provide the Government information on what index was used and how.

c. All requests for adjustments shall be on a job title basis and in writing. Requests shall include the new labor rates desired, documentation supporting the requested adjustments, and price tables showing the revised prices according to the chosen index.

d. All requests for price adjustment shall be accompanied by supporting data. Such data shall be as extensive and verifiable as deemed appropriate by the Contracting Officer. An application for a price adjustment and all supporting data provided by the Contractor shall be subject to audit by representatives or agents of the U.S. Government.

e. In the event of a decrease in the chosen index, there will be no corresponding decrease in price.

f. For indexed labor categories, adjustment will be made by increasing the direct labor hourly rates in accordance with previously provided guidance. The direct hourly rates will be multiplied by the percentage change in the index, rounded to the nearest dollar decimal places, to establish new direct labor hourly rates for the change year. The resulting direct labor hourly rates will then be burdened with the fringe benefits, overhead, and G&A submitted in the Contractor's original proposal at contract award to calculate the Loaded Hourly Rate in effect for the 12 month period beginning the following fiscal year.

## **H.11 CONTINUED PERFORMANCE DURING CRISIS SITUATIONS**

### **1. Requirements:**

a. The requirements of this contract have been identified as essential to the mission and operational readiness of U.S. and Allied Forces operating worldwide; therefore, the Contractor may be required to perform this contract during crisis situations including war, a state of emergency, or contingency operations subject to the requirements and provisions listed below.

b. The Contractor shall be responsible for performing all requirements of this contract notwithstanding crisis situations including the existence of any state of war, whether declared or undeclared, state of emergency, or contingency by the United States or foreign country, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which could endanger the welfare and security of U.S. Allied Forces worldwide. Failure by the Contractor to perform may subject the Contractor to termination of this contract for default.

c. Crisis situations shall be determined by the overseas theater Commander-in-Chief or when Defense Readiness Condition (DEFCON) Three (3) is declared for that area.

d. Continued performance hereunder may require an equitable adjustment; therefore, the Contractor shall segregate and separately identify all costs incurred in the contract performance during war, state of emergency, or contingency operation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. As soon as practicable after receipt of the Contractor's proposal, the parties shall negotiate a price adjustment to the contract price. Failure to agree on any adjustment shall be handled as a dispute under the Dispute Clause.

e. Contractor personnel will be integrated into Government contingency plans, and afforded the same rights, privileges, protection and priority as Government personnel. The Government will provide security, housing, and dining facilities for Contractor personnel should conditions warrant.

f. Contractors will perform such tasks as may be assigned under this contract provision identified as a crisis situation in accordance with an approved TEP submitted in response to Government Form 1. The Government will provide oral notification as soon as the potential need becomes known. In emergency situations, Contractor will be prepared to execute its TEP within five working days after direction to proceed, subject to timely receipt of visas, passports, physical examination, immunization, country clearance, and special equipment as required. Unless otherwise specified in the approved TEP, it is the Government's intent to provide employees with the same benefits and support provided or authorized to Government personnel under relevant sections of 5 U.S.C. and 42 U.S.C. as further implemented in the JTR/FTR and DSSR in effect during the assignment. If the Government is unable to provide such benefits and support, the Contractor will charge any costs associated with Contractor providing the benefits and support as other direct costs (ODC) to the applicable task as approved by the Government. The Contractor will segregate and separately identify all costs incurred as a result of this contract provision.

## **H.12 AFTER HOURS SUPPORT**

For requirements occurring during non-duty hours, the following three scenarios apply:

(1) Emergency Phone Roster – When requested in individual task orders, the Contractor will provide the Government Action Officer with an emergency phone roster at the beginning of each month. The roster shall provide primary and alternate points of contact for all non-duty hours. Individuals on the emergency phone roster will either carry a beeper or a cellular phone. Employees listed on the emergency phone roster will not be considered on duty.

(2) Emergency Support – For both exempt and non-exempt employees, in the event they are called in during non-duty hours, the individual will be paid no more than time and one-half the employee's regular hourly rate. If the emergency support services require less than two hours, or no work is available after reporting, the employee will be credited with two hours of work time. The employee shall not be paid if the emergency work is canceled and the employee has received and acknowledged notification prior to reporting. If the Government is unable to contact the employee, the employee may be offered alternate work upon reporting. Employees will be paid only when required to report to the work site.

(3) Ready-Alert – In the event that particular scenarios are known in advance, but a specific time period cannot be determined, individuals will be required to remain on ready alert status. Individuals on ready-alert are on a standby status and must be available to respond immediately by phone and be able to report to work within one hour. Employees on standby status are considered to be on duty. Exempt and non-exempt employees will be paid no more than time and one-half the employee's regular hourly rate.

## **H.13 ORGANIZATIONAL CONFLICT OF INTEREST**

Reference FAR 9.501, Title 10, Section 2399, Operational T&E of Defense Acquisition Programs, as amended by Section 819 of the Defense Authorization Bill dated 5 Oct 92.

a. To prevent conflicting roles which may bias the Contractor's judgement or objectivity, or to preclude the Contractor from obtaining an unfair competitive advantage in concurrent or future acquisitions, the Contractor will be restricted as set forth in paragraph c below.

b. The following description or definitions apply to this contract:

1) "Contractor" means the business entity receiving the award of this contract, parents, affiliates, divisions, and subsidiaries.

2) "Development" means all efforts towards solution of broadly-defined problems. This may encompass research, evaluating technical feasibility, proof of design and test, or engineering of programs not yet approved for acquisition or operation.

3) "Operational Test and Evaluation" means testing and evaluating results to ensure that systems (e.g., new or modified) meet user requirements and operate within their planned operational environment and maintenance concepts.

4) "Proprietary Information" means all information designated as proprietary in accordance with law and regulation, and held in confidence or disclosed under restriction to prevent uncontrolled distribution. Examples include limited or restricted data, trade secrets, sensitive financial information, and computer software; and may appear in cost and pricing data or involve classified information.

5) "System" means the system under test for each sub task.

c. The following rules apply:

1) The Contractor agrees that if it has participated in (or is participating in) the development, production or testing of a system for a military department or defense agency (or for another Contractor of the Department of Defense), it is prohibited from involvement in any way, from the time of subtask award for two years after subtask completion, in providing services with regard to the operational test and evaluation of the system and in the establishment of criteria for data collection, performance assessment or evaluation activities for the operation, test, and evaluation of that system. This limitation does not apply to a Contractor that has participated in such development, production, or testing solely as a representative of the Federal Government. (Note the word "representative" is directly from Section 819 of the Defense Authorization Bill dated 5 Oct 92).

2) The Contractor will participate in the technical evaluation of other Contractors' proposals or products. To ensure objectivity, the Contractor is precluded from award of any supply or service contract or subcontract for its major components. This restriction shall be effective for two years after subtask completion. This does not apply to other technical evaluation concerning the system.

3) The Contractor may gain access to proprietary information of other companies during contract performance. The Contractor agrees to enter into company-to-company agreements to (a) protect other company's information from unauthorized use or disclosure for as long as it is considered proprietary by the other company and (b) refrain from using the information for any purpose other than that for which it was furnished. For informational purposes, the Contractor shall furnish copies of these agreements to the Contracting Officer. These agreements are not intended to protect information which is available to the Government or to the Contractor from other sources and furnished voluntarily without restrictions.

4) The Contractor agrees to accept and to complete all task orders, and not to contract with Government prime Contractors or first-tier subcontractors in such a way as to create an organizational conflict of interest. The Contractor also agrees to identify conflicts of interest and understands conflicts of interest may result in disqualification of award of a subtask in accordance with applicable laws, regulations, and determinations by the Contracting Officer.

5) The Contractor agrees to review, after contract award and continuously thereafter, its technical, business, financial, and other interests which could give rise to a potential or organizational conflict of interest in connection with the performance of any subtask issued under this contract. If the Contractor identifies any facts relevant to such an organizational conflict of interest, the Contractor shall make and immediate and full disclosure in writing to the Contracting Officer. The disclosure shall set forth all relevant facts, including identification of contracts, nature of work performed or to be performed and a description of actions which the Contractor proposes to take to avoid, neutralize or mitigate the actual or potential conflict of interest.

6) The Government may terminate a subtask for convenience, in whole or in part, if it deems such

termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of any organizational conflict of interest before award of a subtask, or discovered such facts after award and intentionally did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the subtask and or contract in accordance with the "Default" clause of this contract and pursue such other remedies as may be permitted by law or this contract.

7) The restrictions imposed by this clause apply to a Contractor's parent, affiliates, divisions, subsidiaries, consultants, and subcontractors at all tiers. The above restrictions shall be included in all subcontracts, teaming arrangements, and other agreements calling for performance of work related to this contract, unless excused in writing by the Contracting Officer.

d. The concept of multiple awards required for this contract by Federal Acquisition Streamlining Act is a primary mitigation factor for JITC. In the event one prime Contractor has an organizational conflict of interest on a system involved in OT&E, JITC may at its sole discretion award work to another prime Contractor. If a subcontractor with a team has an organizational conflict of interest, the prime Contractor may assign work to another subcontractor, do the work entirely within the prime Contractor organization, or if inability to use subcontractor with the organizational conflict of interest means the prime Contractor does not have the requisite capability and capacity to perform the work, the prime Contractor may notify the Contracting Officer of the circumstances and decline the work to avoid an organizational conflict of interest or default.

#### **H.14 SAFETY REQUIREMENTS**

a. The Contractor shall adhere to commercial safety practices and to all Government safety requirements (Occupational Safety and Health Act of 1970; Title 29, Code of Federal Regulations Parts 1910 and 1960, and Army Regulation 385-10, Army Safety Program).

b. The Government reserves the right to investigate incidents and accidents as defined by AR 385-40. The Contractor shall immediately report to the COR any accidents or incidents which result in bodily injury and/or death. The Contractor shall also report damage to Government property resulting in \$2,000.00 or more damage. The Contractor shall report all incidents and accidents by submitting a DA Form 285, U.S. Army Accident Investigation Report, in accordance with AR 385-40 to the COR. The COR will submit the DA Form 285 to the Safety Office and the Contracting Officer.

#### **H.15 INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS REPUBLIC OF KOREA (ROK)**

a. Invited Contractor or technical representative status under the U.S. – ROK SOFA is subject to the written approval of HQ USFK, A C of S, Acquisition Management.

b. The contracting officer shall coordinate with HQ USFK, ACofS, Acquisition Management, in accordance with DFARS, subpart 225.77, and USFK Reg 700-19 (<http://www.korea.army.mil/>). The ACofS, Acquisition Management, will determine the appropriate Contractor status under the SOFA and notify the contracting officer of the determination. The USFK Form 175-R (Invited Contractor and Technical Personnel Data Report) will be submitted to the Responsible Officer who is the Contracting Officer's Representative (COR) for this contract.

c. Subject to the above approval, the Contractor, including their employees and lawful dependents, may be accorded such privileges and exemptions as specified in the U.S. – ROK SOFA, and implemented per USFK Reg 700-19, subject to the conditions and limitations imposed by the SOFA and this regulation. Those privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and provided the invited Contractor or technical representative status is not withdrawn by USFK.

d. The Contractor officials and employees performing under this contract collectively and separately warrant that they are not now performing, nor will perform during the period of this contract, any contract

services or otherwise engage in business activities in the ROK other than those pertaining to the U.S. Armed Forces.

e. During performance of the work in the ROK required by this contract, the Contractor will be governed by USFK regulations pertaining to the direct hiring and the personnel administration of Korean National employees.

f. The authorities of the ROK will have the right to exercise jurisdiction over invited Contractors and technical representatives, including officials and employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, U.S. ROK SOFA, related Agreed Minutes and Understandings on Implementation. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. On such notification, the military authorities will have the right to exercise such jurisdiction over the persons referred to, as is conferred on them by the law of the United States.

g. Invited Contractors and technical representatives agree to cooperate fully with the USFK sponsoring agency and responsible officer on all matters pertaining to logistic support. In particular, Contractors will provide prompt and accurate reporting of changes in employee status, as required by this regulation, to the assigned sponsoring agency. Except for Contractor air crews flying Military Airlift Command missions, all U.S. Contractors performing work on United States Air Force classified contracts will report to the nearest Security Police Information Security Section for the geographical area where the contract is to be performed.

h. Invited Contractor and technical representative status will be withdrawn by USFK on –

- (1) Completion or termination of the contract.
- (2) Proof that the Contractor or employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.
- (3) Proof that the Contractor or employees are engaged in practices illegal in the ROK or are violating USFK regulations.

i. It is agreed that the withdrawal of the invited Contractor or technical representative status or any of the privileges associated therewith by the U.S. Government, will not constitute grounds for excusable delay by the Contractor in the performance of the contract, nor will it justify or excuse the Contractor defaulting the performance of the contract; and such withdrawal will not serve as a basis for the filing of any claims against the U.S. Government if the withdrawal is made for the reasons stated in subparagraph h above. Under no circumstances will the withdrawal of such status or privileges be considered or construed as a breach of contract by the U. S. Government. The determination to withdraw SOFA status and privileges by USFK shall be final and binding on the parties unless it is patently arbitrary, capricious, and lacking in good faith.

#### **H.16 PROTECTIVE SYSTEMS FOR STATUS OF FORCES AGREEMENT(SOFA)-STATUS CONTRACTOR PERSONNEL AND THEIR DEPENDENTS LIVING AND WORKING IN THE REPUBLIC OF KOREA(ROK).**

a. Each company is required to provide a suitable chemical/biological protective system for each of its SOFA-status Contractor personnel. This may be obtained from Government-Furnished Property.

b. In those cases where family members accompany Contractor employees in the ROK, their respective companies are required to provide suitable chemical/biological protective systems to each such dependent. This may be obtained from Government-Furnished Property.

c. Each company will be responsible for the obtainment, logistics, maintenance, training and replacement of all protective systems issued to it for all wartime-critical SOFA-status Contractor personnel and their dependents in the ROK.

d. Determination of what constitutes a suitable protective system is up to each company's discretion; however, all systems shall meet standards similar to the masks issued pursuant to the United States Forces Korea (USFK) Force and Family Protection Initiative (FFPI). Companies shall provide to their SOFA-status Contractor personnel and pertinent dependents systems that are equivalent to the US M17A2 protective mask, the Civilian Adult Hood Blower System manufactured by DEA Research & Development Ltd, or another equivalent system that provides the following minimum levels of protection:

1. Protective factor of at least 1667.
2. Protects against all known military CB agents listed in U.S. Army Field Manual (USAFM) 3-9, all aerosols, organic vapors with a vapor pressure of < 1000 pascals at the temperature of the filter and some acidic gases including hydrogen chloride, hydrogen fluoride, hydrogen bromide, fluorine, chlorine, hydrogen sulfide, sulfur dioxide, and sulfuric acid. USAFM 3-9 is available online at: <http://155.217.58.58/atdls.htm>.
3. Particulate filter must remove all particulates (liquid and solid) with 99.97% efficiency.
4. Vapor filter with activated charcoal or other media to adsorb & react with vapors.
5. Must protect for a minimum of 2 hrs against moderate levels (100,000 mg-min/m<sup>3</sup>) of agent vapor.
6. Must be capable of being operated for a minimum of 10 consecutive hours while resting or at low levels of activity.

#### **H.17 CONTRACTS TO BE PERFORMED IN THE FEDERAL REPUBLIC OF GERMANY ADMINISTRATIVE PROCEDURES FOR TECHNICAL EXPERT STATUS ACCREDITATION (TESA)**

a. This contract may require the utilization of Technical Expert (TE) personnel to be employed by the Contractor. The DoD must obtain approval by German authorities for accreditation of employees to fill such contract positions. The Contractor may be required to perform in Germany. In advance of requirements, the JITC Resource Management Division will assist the contractor in identifying positions that are Technical Expert Positions and provide position descriptions for those positions. The Contractor may not employ TE personnel that have not been accredited to specific positions at specific locations. To expedite accreditation, Contractor agrees to promptly complete in accurate detail and return to the contracting officer a questionnaire entitled "Information About an Individual and His/Her Activity as Technical Expert", on each employee designated to fill a TE position (See Website: [www.chrma.hqusareur.army.mil/docper](http://www.chrma.hqusareur.army.mil/docper) for forms).

b. Contractor shall promptly notify the contracting officer if a TE employee, once accredited, is no longer performing duties requiring accreditation.

c. Contractor recognizes that German Government authorities may from time to time visit Contractor's work areas for the purpose of verifying the status of positions and personnel as TE employees.

d. Technical Expert (TE) personnel refers to persons who, pursuant to Article 73 of the Status of Forces Agreement (SOFA) Supplementary Agreement (SA), possess a high degree of skill or knowledge for the accomplishment of complex tasks of a technical military nature, or of a technical scientific nature, as distinguished from routine mental, manual, or physical processes. The skill and knowledge must have been acquired through a process of higher education or through a longer period of specialized training and experience. Personnel normally classified as blue collar shall not normally be considered to be technical experts within the meaning of Article 73 of the NATO SOFA SA. The same is true for skilled workers, as well as for crafts and trade occupations.

#### **H.18 PHASE-IN/PHASE-OUT SERVICES REQUIRED**

a. Due to the nature of the work being performed under this contract, there will always be projects or tasks in various stages of completion at the termination of any contract period. Due to the criticality of not interrupting the progress of testing or development of these projects, it is essential that provisions be made to provide for a smooth transition of work in progress from the incumbent to the successor Contractor.

b. Pursuant to FAR Clause 52.237-3 "Continuity of Services" (Jan 1991) (Section I ), the incumbent Contractor is required to furnish phase-in/phase-out services and to exercise its best efforts and cooperation to effect an orderly and efficient transition to its successor.

c. Within two weeks of award of this contract, the Contractor shall meet with the incumbent Contractor (s) and cooperate to formulate and effect an orderly phase-in/phase-out of all work in progress pursuant to the provisions of the current contract (s) and the award of any subsequent contract (s) the same requirement will exist for the Contractor (s) herein (who will then be the incumbents) to effect an orderly phase-in/phase-out with its successor.

#### **H.19 CONTRACTOR PURCHASING PROCEDURES**

Contractor purchase of parts, supplies, or materials and services shall be limited to those incidental to or required for Contractor performance and shall be processed as follows:

a. Prior written approval of the contracting officer shall be required when the aggregate purchase amount exceeds \$10,000. Purchases require a minimum of three quotations. In the event the Contractor elects to purchase from other than the low quotation, justification (e.g., advantageous delivery for urgent item) shall be provided with the purchase request.

b. When the aggregate purchase is not in excess of the micro-purchase threshold of \$2,500, the Contractor may make the purchase without securing competitive quotations if the Contractor determines the price to be fair and reasonable. The Contractor shall consider the administrative cost of verifying price reasonableness for such purchases.

c. Noncompetitive purchase requests requiring the approval of the Contracting Officer shall include a justification for other than full and open competition. The justification shall include the analysis and basis for determination that the price is fair and reasonable.

d. All purchase requests which require the approval of the contracting officer shall include quotations received, determination of fair and reasonable price with supporting rationale, and any justifications required by the procedures set forth herein. Such purchase requests shall be forwarded to the COR for review and an approval/disapproval recommendation. The COR will forward the purchase requests recommended for approval to the contracting officer for review and final approval determination.

e. The Contractor is required to include all costs associated with the purchase in the purchase order (e.g., freight, taxes, material handling costs etc.). Failure to include these associated costs in the purchase order will be reflected unfavorably in the award fee analysis.

f. The contracting officer shall, upon contract award, provide the Contractor with written authorization to acquire parts, supplies, and materials from Army supply sources in accordance with the contract clause entitled "Federal Supply Sources." Such acquisitions shall be processed in accordance with FAR Part 51. Prior to the JITC contractor receiving a requirement for purchasing of parts, supplies, and materials, Government personnel will review the Federal supply sources for availability. Purchases from commercial sources may be accomplished only when the part, supplies, or materials are not available from Federal supply sources. The Government will provide documentation to the JITC contractor that the Federal supply sources were checked. All purchase requests from commercial sources shall be annotated to the effect that the Army supply sources have been screened and the parts, supplies, or materials are not available.

g. The Contractor shall comply with DoD Manual 7950.1-M (Defense Automation Resources Management Manual) found in Appendix C of Section C for the acquisition of automatic data processing supplies and equipment.

h. Forms and formats for effecting the procedures set forth herein shall be mutually agreed upon subsequent to contract performance.

i. The Contractor shall maintain records of all purchases and such records shall be made available for review by the contracting officer or representative in accordance with the contract clause entitled "Audit of Records- Negotiation," 52.215-2.

j. Purchases subject to the contract clause entitled "Subcontracts," 52.244-2 ALT I, shall be processed in accordance with the requirements to that clause.

k. All property acquired by the Contractor and for which the Government reimburses the Contractor, becomes Government property upon receipt by the Contractor and shall be returned to the Government upon request or by contract termination. All Contractor property shall be clearly marked to identify it as Contractor property and not Government property.

l. The Contractor shall be reimbursed for materials, if they are directly required for the Contractor's performance under the terms of this contract, on the basis that the purchases are allowable, allocable, and reasonable. Purchase of equipment, materials, and/or acquired/leased facilities for specific tasks shall require prior approval from the Contracting Officer for individual purchases over \$10,000. Neither this contract nor the FAR covers every element of cost. Lack of specific reference to an item of cost in this contract or the FAR does not mean that the cost is either allowable or not allowable. The determination of allowability shall be based on the principles of the FAR, the contract, and the contracting officer's approval. The Contractor is encouraged to contact the contracting officer prior to purchasing reimbursable items that are not specifically addressed in the contract to determine if the items are allowable and should be purchased on the contract.

## **H.20 GOVERNMENT/CONTRACTOR MEETINGS**

The Contractor or the Government may initiate and convene In-Process Reviews (IPR) on an as-required basis or as specified by individual task orders. An IPR may be initiated to review a specific task, contract, or all contracts depending on contract requirements. The intent of the IPR process is to encourage more effective contract communication. An IPR can be used to highlight Contractor successes, best practices, and JITC mission development. IPRs that focus only on Government or Contractor failure are counter-productive to the partnering initiative contained in this acquisition.

## **H.21 SECURITY REQUIREMENTS**

a. This contract requires access to and handling of classified defense material up to and including TOP SECRET and Sensitive Compartmented Information (SCI) as set forth in Attachment 1, to Section J, DD Form 254, Department of Defense Contract Security Classification Specification (Reference Handbook for Sensitive Compartmented Information Contracts, HQ USAINSCOM, CSE, 1 Sep 98 or current edition). A TOP SECRET facility clearance is required at the time of performance.

b. The Contractor is not required to provide a Sensitive Compartmented Information Facility (SCIF). The Government will provide access to a SCIF when required by an individual task order. Access to SCI requires a favorably completed Single Scope Background Investigation, issuance of a final TOP SECRET security clearance, and SCI eligibility determination. Names of Contractor personnel requiring access to SCI shall be submitted to the SCI Contract Monitor for approval.

c. The Contractor shall provide sufficient personnel with the required security clearances to perform the work identified in the contract or as specified in individual task orders. The personnel shall be cleared or clearable U.S. citizen personnel in accordance with the Section I clause entitled "Security Requirements."

d. Visit requests will be processed in accordance with Chapter 6, DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM). Visit requests shall be forwarded through the Contract Monitor (CM) to the activity to be visited with an information copy to the Contracting Officer.

e. In addition to the requirements of Section I clause entitled "Security Requirements", the Contractor shall appoint a Security Officer who shall 1) be responsible for all security aspects of the work performed under this contract, 2) assure compliance with DoD 5220.22-M, 3) assure compliance with any written instructions from the Contracting Officer's Security Representative (SCI Contract Monitor), and 4) provide a formal report of any security violations to the Contracting Officer or COR within 24 hours of occurrence.

f. Contractor personnel not requiring a personnel security clearance, but performing Information Technology (IT) sensitive duties, are subject to investigative and assignment requirements IAW AR 380-67, Personnel Security Program, and affiliated regulations. Contractor personnel assigned to a task order which requires a password to obtain access to use computer resources shall require a National Agency Check (NAC) processed through and conducted by the Contractor's supporting Defense Investigative Services Contract Office (DISCO).

g. Contractor personnel who require access to classified information shall have a security clearance commensurate with the level of classified information accessed. Contractor personnel involved with systems that process classified information shall have a security clearance commensurate with the highest level of classified information and most restrictive category of information processed or contained in the system. Special access(s) shall be required as delineated by tasks, i.e., Special Intelligence, Single Integrated Operation Plan-Extremely Sensitive Information (SIOP-ESI), etc. Occasional delays in obtaining authorization for access to those areas or escort to a work site may be anticipated.

## H.22 AWARD FEE

a. This clause provides an explanation of the award fee procedures as they apply to the periodic evaluation of the contractors following contract award. The contractor's performance under this contract will be monitored continuously and evaluated every four months by the Government. The method of evaluating the Contractor's performance is set forth below. Based upon this evaluation, the contractor will be assigned a score upon which the amount of award fee pool earned will be determined. The award fee plan may be changed by the Government unilaterally provided notification is given to the contractors 10 days prior to the commencement of the evaluation period.

b. The amended 900laydown spreadsheet is incorporated into the contract upon contract award. Award fee rates reflected in the amended 900laydown will be used in determining the award fee pool during an award fee period. The award fee rates in the 900laydown will be fixed and not subject to change except for those exempt labor categories for which an economic price adjustment has been approved as stated in H.10. Award fee rates will not be adjusted for labor categories subject to the SCA as a result of adjustments incorporated through DOL wage determinations. The following examples are provided.

### Labor Categories Subject to Service Contract Act (SCA):

SCA labor category is priced on the amended 900laydown at hourly (fully loaded composite rate) rates shown. The award fee rate for all contract periods and locations is 6% of the fully loaded composite rate. See the examples below.

In Example 1, the offeror proposed identical rates for the labor category for all periods. The \$1.20 per hour award fee rate will be used in determining the award fee pool for the contract periods, regardless of any increases incorporated through DOL wage determinations.

In Example 2, the offeror proposed various rates for the labor category over the contract periods. The award fee rate will remain as originally proposed for the contract periods, regardless of any increases incorporated through DOL wage determinations.

Example 1: SCA labor category is priced on the amended 900laydown as follows:								
Contract	Base Period		Option 1		Option 2		Option 3	
Year	1	2	3	4	5	6	7	8
Proposed Rate	\$20.00/hr	\$20.00/hr	\$20.00/hr	\$20.00/hr	\$20.00/hr	\$20.00/hr	\$20.00/hr	\$20.00/hr
Award Fee	\$ 1.20/hr	\$ 1.20/hr	\$ 1.20/hr	\$ 1.20/hr	\$ 1.20/hr	\$ 1.20/hr	\$ 1.20/hr	\$ 1.20/hr
If DOL wage determination increase occurs each year after year 1:								
Adjusted Rate	\$20.00/hr	\$22.00/hr	\$24.00/hr	\$26.00/hr	\$28.00/hr	\$30.00/hr	\$32.00/hr	\$34.00/hr
Award Fee	\$ 1.20/hr	\$ 1.20/hr	\$ 1.20/hr	\$ 1.20/hr	\$ 1.20/hr	\$ 1.20/hr	\$ 1.20/hr	\$ 1.20/hr

Example 2: SCA labor category is priced on the amended 900laydown as follows:								
Contract	Base Period		Option 1		Option 2		Option 3	
Year	1	2	3	4	5	6	7	8
Proposed Rate	\$20.00/hr	\$20.00/hr	\$22.00/hr	\$22.00/hr	\$24.00/hr	\$24.00/hr	\$26.00/hr	\$26.00/hr
Award Fee	\$ 1.20/hr	\$ 1.20/hr	\$ 1.32/hr	\$ 1.32/hr	\$ 1.44/hr	\$ 1.44/hr	\$ 1.56/hr	\$ 1.56/hr
If DOL wage determination increase occurs each year after year 1:								
Adjusted Rate	\$20.00/hr	\$22.00/hr	\$24.00/hr	\$26.00/hr	\$28.00/hr	\$30.00/hr	\$32.00/hr	\$34.00/hr
Award Fee	\$ 1.20/hr	\$ 1.20/hr	\$ 1.32/hr	\$ 1.32/hr	\$ 1.44/hr	\$ 1.44/hr	\$ 1.56/hr	\$ 1.56/hr

**Labor Categories Exempt from SCA:**

In Example 3, the Exempt category is priced on the amended 900laydown at hourly (fully loaded composite) rates shown. The award fee rate is 6% of the fully loaded composite rate. The Government approves no economic price adjustment increase; therefore, the award fee pool will be determined based on proposed award fee rate.

In Example 4, the Exempt category award fee rate is adjusted based on the approved EPA

Example 3: Exempt labor category is priced on the amended 900laydown as follows:								
Contract	Base Period		Option 1		Option 2		Option 3	
Year	1	2	3	4	5	6	7	8
Proposed Rate	\$35.00/hr	\$35.00/hr	\$37.00/hr	\$37.00/hr	\$39.00/hr	\$39.00/hr	\$41.00/hr	\$41.00/hr
Award Fee	\$ 2.10/hr	\$ 2.10/hr	\$ 2.22/hr	\$ 2.22/hr	\$ 2.34/hr	\$ 2.34/hr	\$ 2.46/hr	\$ 2.46/hr
Example 4: If the Government approves an economic price adjustment which becomes effective in the second year of the base period:								
Adjusted Rate	\$35.00/hr	\$45.00/hr	\$47.00/hr	\$47.00/hr	\$49.00/hr	\$49.00/hr	\$51.00/hr	\$51.00/hr
Award Fee	\$ 2.10/hr	\$ 2.70/hr	\$ 2.82/hr	\$ 2.82/hr	\$ 2.94/hr	\$ 2.94/hr	\$ 3.06/hr	\$ 3.06/hr

The contractor will provide within ten (10) working days following the end of an award fee period a report of the number of hours worked by labor category and the total amount of the award fee pool. The Government will provide the report format in the Management Support task order instructions.

Following performance evaluation, the contractor's score/points will be matched to the Fee Conversion Chart (H.22.k) to derive the percent of award fee from the award fee pool. (NOTE: No award fee will be given for

non-labor hour reimbursable line items, travel, training, materials, ODCs.). The Fee Determining Official (FDO) may determine that the contractor requires a higher or lower score/fee than recommended by the award fee board. Contractors will have an opportunity to request a formal debrief on the award fee rating for the given award fee period.

c. Award fee will not be earned for a performance evaluation score of less than 91.

d. The Contractor may invoice for the award fee amount upon notification of the award fee determination following each four-month evaluation period.

e. Award Fee Schedule. Award Fees are disbursed every four months and are linked to formal performance evaluations which occur just prior to the award determination. The Award Fee determination process takes approximately 30 days, and concludes when the Contracting Officer completes contractual actions incorporating the award fee decision. The three four-month (tri-annually) evaluation periods are as follows:

March 1 – June 30

July 1 – Oct 31

Nov 1 – Feb 28 (29)

f. Narrative description of performance levels is as follows:

EXCELLENT	Contractor's overall performance exceeded Government requirements in <i>almost all</i> instances. Evaluator can cite important examples where actual results exceeded Government expectations.
VERY GOOD	Contractor's overall performance met Government requirements and in <i>many</i> instances exceeded Government requirements. Evaluator can cite examples where actual results exceeded Government expectations.
GOOD	Contractor's overall performance met Government requirements. Performance exceeded Government requirements in a <i>few</i> instances, but there was some room for improvement overall. Evaluator can cite instances where actual results exceeded Government expectations.
ACCEPTABLE significant	Contractor's performance met all Government requirements. No shortcomings or accomplishments were noted in any of the four performance areas
UNACCEPTABLE.	Contractor's performance failed to meet Government requirements. Evaluator can cite examples where actual results failed to meet Government expectations.

## EVALUATION CRITERIA AREAS AND FACTORS:

## g. MANAGEMENT PERFORMANCE FACTORS

(1) **MANAGEMENT CONTROL.** The management control factor measures the degree to which all facets (technical, business and administrative) of management are effective. This factor evaluates, for example, the Contractor's performance in directing all team members; in complying with contract provisions and Small Business minimum goals; in applying quality assurance and control processes; in partnering with the Government to resolve problems that impact effective mission accomplishment and Contractor's on-site management autonomy; and in taking an active role in minimizing contract costs, to include establishment of policies and practices intended to minimize overtime and travel costs. The small business subcontracting minimum goals are 23% of the total subcontracted price. Of the 23%, 5% must be SDB (includes HBCU, MI's), 5% must be WOSB, 2% must be HUBZone, and 3% must be Veteran-owned Small Business (VOSB).

(2) **PERSONNEL QUALITY:** The personnel quality factor evaluates the Contractor's performance in selecting, assigning, utilizing, developing, training and motivating personnel; in providing uniquely skilled personnel in accordance with TEPs; in providing qualified and well trained personnel; in workforce acquisition, development, utilization and succession planning to avoid perturbations in task activities, in developing, maintaining and enhancing staff skills; and in increasing the overall academic background of employees as evidenced by increased percentages of individuals possessing bachelors and masters degrees in applicable disciplines and curriculums.

(3) **BUSINESS MANAGEMENT:** The business management factor evaluates the extent to which the Contractor's business practices and performance are complementary and supportive of the Government's; the Contractor cooperates with the Government in working out business problems that impede mission accomplishment or compliance with DoD Major Range and Test Facility Base (MRTFB) and JITC directives; the Contractor cooperates with Government and other Contractor personnel in presenting a favorable image; the Contractors' dealings with customers are consistent with JITC business policies and procedures; and in submitting timely invoices for services which reflect all hours of work performed by the prime and all subcontractors during the previous month.

## h. TECHNICAL PERFORMANCE FACTORS

(1) **PROBLEM SOLVING.** The problem solving factor evaluates the Contractor's performance in applying established and creative problem solving techniques to activities, such as anticipating problems, generating workarounds, developing realistic and workable solutions to problems, recovering from setbacks, and applying lessons learned.

(2) **RESPONSIVENESS.** The responsiveness factor evaluates the Contractor's performance in demonstrating ingenuity to short-fused deadlines; in notifying Government of potential technical or resource problems on a task before they adversely impact task accomplishment, in seeking Government concurrence on significant task issues, and, in implementing Government feedback and guidance and in accommodating Government-directed rearranged priorities or revised program direction emphasis.

(3) **COMPETENCE.** The technical competence factor measures the degree to which Contractor work products reflect high quality and technical expertise. This factor evaluates the Contractor's performance in meeting Government expectations; in addressing complex issues; in providing quality studies, analyses, reports or services; in developing sound approaches reflective of state-of-the-art technology; and in providing clear and understandable products free of spelling, punctuation, syntax, grammar and publication errors. Written documents will be in compliance with The Gregg Reference Manual and JITC guidance documents.

i. PRICE/COST CONTROL PERFORMANCE FACTOR

This factor measures the degree to which the Contractor is attentive to and effective in controlling costs. This factor evaluates the Contractor's performance in completing tasks within budget and in accordance with TEP estimates; in developing realistic time and cost estimates; in providing timely notification to Government personnel of task changes and resource adjustments; in recommending and implementing cost-saving initiatives; in developing the proper mix of labor categories and labor levels for various taskings; and, in taking an active role in minimizing contract costs to include establishment of policies and practices intended to minimize overtime and travel costs.

j. SCHEDULE PERFORMANCE FACTOR

(1) This factor measures the degree to which the Contractor has been attentive to the delivery of work products/services on schedule. This factor evaluates the Contractor's performance in complying with milestones and suspenses; in providing deliverables on time; in accommodating externally caused schedule perturbations; and, in devising time-saving approaches.

k. FEE CONVERSION CHART

POINTS	ADJECTIVAL RATING	PERCENT OF POTENTIAL AWARD FEE
100	EXCELLENT <i>ZONE</i>	100
99		95
98		90
97		85
96		80
95		73
94	VERY GOOD <i>ZONE</i>	71
93		69
92		67
91		65
90		0
89	GOOD <i>ZONE</i>	0
88		0
87		0
86		0
85		0
84	ACCEPTABLE <i>ZONE</i>	0
83		0
82		0
81		0
80 and below		UNACCEPTABLE <i>ZONE</i>

**H.23 CONTRACTOR ACQUIRED FACILITIES**

The Contractor may be required to acquire/lease facilities necessary for performance under the contract. These facilities may be required on or off-site, in CONUS or OCONUS locations, and may be on a permanent or temporary basis. The provision entitled, CONTRACTOR PURCHASING PROCEDURES applies.

**H.24 OTHER SERVICES**

The Contractor may be required to acquire other services falling within the scope of this contract. Examples include subject matter experts, instructors, and other technical and scientific specialties. Acquisition of other services shall have prior Contracting Officer approval, regardless of dollar amount of the purchase or whether the Contractor's purchasing procedures are approved by DCAA. The provision entitled, CONTRACTOR PURCHASING PROCEDURES applies.

**H.25 TRAVEL**

The Contractor may be required to travel CONUS/OCONUS in performance of the contract. Travel arrangements will be handled by JITC's Travel Coordination Center (TCC), who shall make the most economical travel arrangements possible for the official travel on this contract. Travel costs (Per Diem & lodging) will be reimbursed in accordance with the Joint Travel Regulations. All travel costs exceeding the JTR statutory limitations shall be approved by the Contracting Officer or designated representative prior to travel date. Travel on weekends is considered work hours when the travel is performed during the corresponding work hours on non-working days. For example, if an employee regularly works 7:30 a.m. to 4:15 p.m. from Monday through Friday the travel time during these hours is work time on Saturday and Sunday. Regular meal period time is not counted. Travel on weekends and weekdays, other than the corresponding "work hours" is not an allowable cost.

**H.26 TRAINING**

The Contractor is responsible for training/enhancing the technical and management skills and capabilities of its employees. Contractor personnel must possess the minimum training requirements to meet the personnel qualifications for which they were hired and to perform the work to which they are assigned. The Contractor shall anticipate training that is required to maintain technical proficiencies. The Government may elect to pay for training on technology enhancement and unanticipated technologies. Specific training may be required on individual task orders, which must be authorized by the Contracting Officer's Representative prior to performance on the task order. If the Government provides funding for the training and the contractor employee is transferred or resigns prior to the last day of the obligation time period noted in the chart below, the Contractor will reimburse the Government for 100% of those training costs. The Government may decline reimbursement of training costs depending on extenuating circumstances on a case-by-case basis.

REIMBURSEMENT CHART

TRAINING COSTS	OBLIGATION TIME PERIOD
Below \$5,000	90 calendar days
\$5,000- 10,000	180 calendar days
Above \$10,000	1 calendar year

H.27 FAR 52.222-42

**STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES  
(MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

**This Statement is for Information Only:**

**It is not a Wage Determination**

Employee Class		Monetary Wage -- Fringe Benefits
Program Manager	GS-14	\$33.87
Business Mgmt Analyst	GS-12	\$24.11
Computer Scientist	GS-13	\$28.66
Engineer	GS-13	\$28.66
Functional Area Analyst	GS-09	\$16.62
Info Telecom Computer Specialist	GS-11	\$20.11
Procedural Analyst	GS-11	\$20.11
Systems Analyst	GS-11	\$20.11
Specialized Technical Expert	GS-15	\$39.84
Accounting Clerk IV	GS-05	\$10.97
Cable Splicer	WG-10	\$17.29
Computer Operator IV	GS-07	\$13.59
Computer Programmer III	GS-09	\$16.62
Computer Systems Analyst II	GS-11	\$20.11
Documentation Preparation Clerk	GS-03	\$ 8.74
Messenger/Courier	GS-05	\$10.97
Electronic Technician, Maintenance	WG-09	\$16.47
Engineering Technician	GS-09	\$16.62
General Maintenance Worker	WG-08	\$15.65
Key Entry Operator	GS-03	\$ 8.74
Library Technician	GS-05	\$10.97
Audio Visual Librarian	GS-07	\$13.59
Order Clerk	GS-03	\$ 8.74
Photographer	GS-07	\$13.59
Production Control Clerk	GS-06	\$12.23
Secretary	GS-06	\$12.23
Stock Clerk	WG-04	\$12.25
Supply Technician	GS-07	\$13.59
Switchboard Operator	GS-03	\$ 8.74
Technical Writer	GS-11	\$20.11
Tools/Parts Attendant	WG-05	\$13.20
Warehouse Specialist	WG-05	\$13.20
Word Processor	GS-05	\$10.97

**H.28 INCLEMENT WEATHER**

The Contractor shall not bill direct hours to the contract for hours not worked due to installation closures for inclement weather such as hurricanes, tornadoes, snow, earthquakes, and floods etc. The Contractor should check the local sites' installation commander and publicized public affairs dissemination for installation closure information during instances of inclement weather. The Contractor shall be responsible for notifying its employees of installation closures.

**H.29 KEY PERSONNEL**

a. After contract award, the positions that the Contractor consider "key personnel" will be added to this clause. Any additional labor categories that the Contractor later determines to include "key personnel" will be negotiated between the Government and the Contractor.

b. The Contractor shall notify the Contracting Officer prior to making any changes in key personnel. When proposing or substituting key personnel, the Contractor shall provide the Contracting Officer documentation verifying the individual's security clearance, and any other pertinent information. For substitutions, also provide a detailed explanation of circumstances necessitating the substitution.

**H.30 DEFENSE PRIORITY RATING FOR NATIONAL DEFENSE**

a. In accordance with Solicitation Clause 52.211-14, this contract is rated DO – A7 (defense electronics programs), certified for national defense use under the Defense Priorities and Allocations System (DPAS – 15 CFR 700).

b. In accordance with CFR 700.12, an IDIQ contract may provide for the furnishings of items within a stated period against specific task orders. The task order must specify a required performance period to be considered a rated order. It is effective the date issued to the contractor and not the date of the original procurement document.

c. The following language will be inserted into all Form 1's processed by the Government. "This is a rated order certified for national defense use, and you are required to follow all provisions of the Defense Priorities and Allocations Systems Regulation (15 CRF 700)."

**H.31 LIQUIDATED DAMAGES—SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT**

In reference to FAR 52.211-11, LIQUIDATED DAMAGES—SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000), the Contracting Officer will consider requests to relieve contractor of liquidated damages on a case-by-case basis.

**H.32 WITHHOLD**

In reference to FAR 52.232-7, Payments Under Time-And-Materials and Labor-Hour Contracts (Mar 2000), the Contracting Officer will not impose the 5% withhold allowed by this clause.