

## **Customer Contract Requirements**

Customer Contract P189848

The provisions below are extracted directly from the Prime Contract, or other regulations, and are incorporated herein and made a part of this Subcontract. In all such clauses, unless the context of the clause requires otherwise, the term "Contractor" shall mean Subcontractor, the term "Contract" shall mean this Subcontract, and the terms "Government," "Contracting Officer" and equivalent phrases shall mean Prime Contractor and Prime Contractor's Subcontract Administrator, respectively. It is intended that the referenced clauses shall apply to Subcontractor in such manner as is necessary to reflect the position of Subcontractor as a subcontractor to Prime Contractor, to ensure Subcontractor's obligations to Prime Contractor and to the United States Government, and to enable Prime Contractor to meet its obligations under its Prime Contract (or subcontract).

### **ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (OCI)**

There is a potential for organizational conflicts of interest (OCIs) under this contract. An OCI will be present when an IAC MAC prime Contractor or subcontractor also holds one or more IAC Basic Center Operations (BCO) contracts. The Government is avoiding this risk entirely by not allowing a BCO prime Contractor to also be a prime/subcontractor on this IAC MAC IDIQ contract.

Another conflict may be present when an IAC MAC prime Contractor or subcontractor is also a subcontractor to a BCO contract. As OCIs are identified in the course of awarding (1) this IAC MAC, (2) task orders under this contract, or (3) BCO contracts, the Contracting Officer shall take action to avoid, mitigate, or neutralize such OCI as required under FAR Subpart 9.5. The Contracting Officer's actions may include, without limitation, restraints on the future activities of the Contractor. The precise details and characteristics of such restraints or other necessary

actions shall be determined as specific OCI are identified. The actions to be taken by the Contracting Officer under FAR Subpart 9.5 and DFARS 209.5 shall be open to discussion. Nevertheless, after engaging in good faith discussions, the Contracting Officer shall exercise his or her responsibilities under FAR Subpart 9.5 and DFARS 209.5 at his or her sole discretion, regardless of whether agreement is reached with the Contractor.

OCIs may also arise under circumstances outside of the operations of the DTIC IAC contracts. Such OCIs may be identified by the Government or the Contractor. The Contractor agrees that if, at any time, the Contractor identifies a potential or actual OCI, the Contractor shall make full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the OCI and the action(s) the Contractor has taken, if any, to avoid, mitigate, or neutralize the OCI. The Contracting Officer may require the Contractor to prepare an OCI risk mitigation plan to avoid, mitigate, or neutralize the potential or actual OCI. Whenever an OCI is identified, the Contracting Officer shall take action in the same manner described in the paragraph immediately above. The Contractor further agrees to insert a provision with substantially the same OCI language stated above in all subcontracts awarded in relation to IAC MAC efforts. Any restraints required by the Government shall be imposed in accordance with the provisions of FAR Subpart 9.5, with particular attention to FAR 9.507-2.

#### **CONTRACT MANPOWER REPORTING (CMR)**

Contract Manpower Reporting (CMR) (CDRL A013). The Contractor shall report ALL Contractor labor hours (including subcontractor, independent consultant and wholly owned subsidiary labor hours) required for the performance of services provided under this contract via a secure data collection site. The Contractor is required to completely fill in all required data

fields at <http://www.ecmra.mil>. Reporting will be at the order level and must be reported according to the Requiring Activity of the order. Reporting inputs will be for the labor executed during the period of performance for each Government Fiscal Year (FY), which runs 1 October through 30 September, while the order remains active. While inputs may be reported any time during the FY, all data shall be reported no later than 31 October\* of each calendar year.

Contractors may direct questions to the Contract Manpower Reporting Application help desk.

**\*Reporting Period:** Contractors are required to input data by 31 October of each year.

**Uses and Safeguarding of Information:** Information from the secure web site is considered to be proprietary in nature when the contract number and Contractor identity are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public with the Contractor name and contract number associated with the data.

**User Manuals:** Data for Air Force service requirements must be input at the Air Force CMRA link. However, user manuals for Government personnel and Contractors are available at the Army CMRA link at <http://www.ecmra.mil>.

## **COMSEC NOTICE**

All communications with DoD organizations are subject to communications security (COMSEC) review. Contractor personnel shall be aware that telecommunication networks are continually subject to intercept by unfriendly intelligence organizations. The DoD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DoD organizations.

## **CONTRACTOR IDENTIFICATION REQUIREMENTS & PERFORMANCE OF WORK ON GOVERNMENT PREMISES**

Contractor personnel performing services on Department of Defense installations or other

Government facilities shall ensure that they are readily identifiable as Contractor employees. The Contractor shall be required to contact the TO ACOR to obtain the necessary base entry procedures.

(a) Contractor employees shall:

(1) Identify themselves as Contractor personnel at the onset of every telephone call made from a government telephone or any other phone if the call is made in support of any service provision to the Government;

(2) Identify themselves as Contractor personnel in all recorded messages including those which are heard by callers attempting to contact Contractor employees via answering machines or voice mail;

(3) Identify themselves as Contractor personnel at the onset of every meeting, conference or any other gathering attended in support of any service provision to the Government;

(4) Identify themselves as Contractor personnel on any correspondence, documents or reports accomplished or sent in support of any service provision to the Government, including but not limited to, correspondence sent via the U.S. Mail, facsimile or electronic mail (email) inclusive of “out-of-office” replies;

(5) Wear or display Contractor provided nametags, badges or attire which display, at a minimum, the name of the Contractor.

(6.) All contractor employees shall have a non-disclosure agreement on file signed by the individual and by a responsible official of their employing company.

(b) Any work under this contract which is performed by the Contractor or any of its subcontractors on premises under Government control is subject to all requirements of this contract governing such work, and the following:

(1) All Contractor and subcontractor personnel shall, at all times, conspicuously display a distinctive badge provided by the Contractor, identifying such personnel as employees of the Contractor and shall observe and otherwise be subject to such security regulations as are in effect for the particular premises involved.

(2) All Contractor and subcontractor personnel shall be easily recognized by wearing Government provided security badges while working in a U.S. Government facility.

(3) The Contractor shall provide direct supervision of its own employees but shall not supervise Government personnel or accept a supervision role from any Government personnel.

(4) The Contractor shall designate in writing, an on-the-premises representative to serve as point of contact for the Contractor to the Contracting Officer or their duly authorized representative.

(5) All Contractor and subcontractor employees shall dress appropriately for a professional work environment.

## **PERMITS AND RESPONSIBILITY FOR WORK**

The Contractor shall, without additional expenses to the Government, obtain all licenses, certifications, and permits required for the performance of work.

## **PUBLISHING REQUIREMENTS**

### **Marking of Products**

(a) The Contractor shall comply with DFARS 252.235-7010, “Acknowledgment of Support and Disclaimer”. All information products prepared and published by the IAC MAC Contractor shall contain a Distribution Statement in accordance with DoD Directive 5230.24,

‘Distribution Statements on Technical Documents,’ on the cover page of a report or document, on the media case containing information in electronic format, and on the opening screens of any computer or visual display. All information products shall also include proper unclassified and classified markings in accordance with DoD Directives.

(b) All items published and/or furnished by the IAC MAC Contractor shall reflect that the products were prepared in part, or wholly, as the case may be, under the auspices of the DoD IAC program and will include the IAC MAC number and distribution statement. Items shall also include the statement that the work effort was sponsored by the Department of Defense Information Analysis Centers.

(c) The Contractor further agrees to include this requirement in any subcontract awarded as a result of this contract.

## **GOVERNMENT PROPERTY**

The Contractor shall ensure accurate control and accountability of all assigned Government Property (GP) in accordance with FAR Part 45 and Defense Federal Acquisition Regulation Supplement (DFARS) Part 245 and as stated in individual TOs. IAW FAR 45.101, Government Property means:

“All property owned or leased by the Government. Government property includes both Government-furnished property and Contractor-acquired property. Government property includes material, data, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.”

Government property that is Government-furnished (i.e., Government furnished equipment, Government furnished materials, Government furnished information and Government furnished facilities) will be specified, to the extent known at time of TO award, in the individual TO. All

Government data will be restricted from use by the contractor for other than its intended purpose and shall not be used by the contractor's personnel for any purpose other than lawful contract execution. All contractor employees shall have a non-disclosure agreement on file signed by the individual and by a responsible official of their employing company.

## **PUBLICATIONS AND REFERENCES**

Public releases about this Subcontract requires approval by the Prime Contractor prior to release.

## **DOCUMENTATION AND DATA RIGHTS**

Documentation developed or acquired may include existing data only if such data has been provided to the Government with unlimited data rights as defined by DFARS clause 252.227-7013, Rights in Technical Data-- Noncommercial Items or DFARS clause 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, as incorporated in Section I. The Contractor may choose to document its own, subcontractors, and vendors existing commercial off-the-shelf (COTS) hardware; however, the Contractor must comply with the requirements in DFARS 252.227-7013 and DFARS 252.227-7014, and notify the Contracting Officer prior to committing to the use of privately developed items, components, processes or computer software to be delivered with other than unlimited rights. If at any time documentation with other than unlimited rights is proposed for delivery under this contract, the Contracting Officer reserves the right to negotiate the minimum technical data rights required under this contract.

The Contractor shall be required to allow free use and access among all IACs to all information generated under this contract subject to the limitations imposed by the RA for which the TO work was performed. The Government will coordinate with the RA for release of such data and/or information. STI generated and/or developed exclusively with Government funds will be

made available for distribution by the Government under the Rights in Technical Data Clause, DFARS 252.227-7013. The Government holds unlimited rights to the distribution of the material as stated in DFARS 252.227-7013.