

MANDATORY FOR ALL SOLICITATIONS AND CONTRACTS INCLUDING SIMPLIFIED ACQUISITIONS.

52.000-4000

IDENTIFICATION OF CONTRACTOR EMPLOYEES

OCT/2010

This requirement is only applicable to contractor employees working on Picatinny Arsenal.

1. All contractor employees (which includes students utilized in the performance of the contract) working on the U.S. Army installation, Picatinny Arsenal in the State of New Jersey, in connection with this contract, shall conform to all applicable federal or state laws, and published rules and regulations of the Departments of Defense and Army, as well as any applicable regulations promulgated by TACOM-ARDEC and/or Picatinny Arsenal, including but not limited to traffic regulations. Additionally, all contractor employees working on classified contracts shall comply with the requirements of the National Industrial Security Program (NISPOM) and Army Regulation 380-5, Department of the Army Information Security Program. The term "contractor employee" includes employees, agents, students or student interns, or representatives and all employees, agents or representatives of all subcontractors and suppliers. Contractors are responsible for obtaining/returning identification badges /passes and vehicle decals/passes for each contractor employee who will work on the contract or enter Picatinny Arsenal. The badges/passes/decals are required for the term of the contract until completion or until release of the employee.

a. To obtain proper identification, contractor employees requiring recurring access (more than 90 days), must complete an application identification form (SMCAR 3058) for access to the installation. The form can be obtained from the Contracting Officer (CO) or Contracting Officer Representative (COR). The form must be signed by the CO or COR and also identify the contract number and expiration date before the badge can be issued. This form is brought to the Security Division, Badge and Identification Section, Building 1136 for processing of proper identification required per terms of the contract. Contractors requiring access for less than 90 days will be required to obtain a pass (Visitor Registration Form) from the Visitor Control Center. Passes will be issued for dates access is required, not to exceed 90 days. The CO or COR must complete the Visitor Registration Form applications on the PICAWEB prior to the contractor employee arriving at Picatinny Arsenal.

b. For the performance of this contract, the contractor shall utilize only employees who are U.S. Citizens or lawfully admitted and employed non-citizens.

c. The contract will not take effect until the contractor certifies, in writing, that all personnel utilized in the performance of this contract have been, or will be verified to be lawfully employable in the United States, and that the contractor has or will complete a criminal background check before an individual is utilized in performance of this contract.

i. Lawful employability will be verified by means of Employment Eligibility Form, INS Form I-9(if applicable), or by other applicable INS documentation approved for a specific non-citizen status.

ii. The criminal background check will establish that neither the Contractor, nor individual's state or nation of permanent residence has any record or credible information that the individual has a "criminal history". In this context, "criminal history" will be defined as adjudicated guilt or pending adjudication of a crime as defined under New Jersey law, or equivalent offense under the applicable laws of another jurisdiction. If the contractor has doubt about the applicability of an offense to this definition, the circumstances must be reported to TACOM-ARDEC Security for adjudication of the individual's employability."

d. Any delay in the furnishing of the above, including any delay in the obtaining of the background check, is at the sole risk of the contractor and will not be the basis of any equitable adjustment or other change to the contract.

e. The contractor shall utilize only qualified, responsible, and capable employees in the performance of the work on the contract. The Contractor shall not employ persons for contract work to be conducted on the installation who have criminal history. The Contracting Officer will require that the contractor remove from performance of work,

employees who have a criminal history, endanger persons or property, or whose continued employment under this contract is inconsistent with the interests of military security. Additionally, the TACOM-ARDEC Commander may bar such employees from the installation.

f. The identification badge or pass issued to each employee of the contractor is for his own use only. Misuse of the badge or pass, such as permitting others to use it will result in criminal charges under Title 18 USC 499 and 701; and barring the employee from Picatinny Arsenal. Should the employee lose the badge or pass, the contractor may be charged for the cost of re-issuance of the badge or pass. Additionally, the employee and the contractor must submit a sworn affidavit as to the circumstances of the loss before a new badge or pass is issued.

g. Fingerprinting of employee and any other procedure deemed necessary for the security of Picatinny Arsenal may be required at the discretion of Picatinny Security. All Contractor personnel requiring access to the Picatinny ADP system are required to have a National Agency check.

h. Permission to use photographic capable cell phones on Army installations must be requested through proper security channels. No Portable Electronic Devices (PED) devices will be used in an area where classified information is discussed or electronically processed.

i. Currently, all (to include personally owned) photographic capable devices will not be brought onto the Picatinny Arsenal installation nor used by personnel on Army installations as a photographic device without proper authority granted by the Security Office. If an individual is seen using one of these phones as a photographic device, the phone will be confiscated and turned in to the Security Office IAW AR 190-13, para 6-6a(1). All images on the phone will be removed, and the individual will be allowed to pickup his/her phone at the end of the day from the Security Office. This policy applies to all military personnel, government civilians, contractors, and visitors.

2. All contractor employees, while on the premises at Picatinny Arsenal, shall continually wear the badge, obtained pursuant to paragraph 1 above. The badge shall be worn so as to be visible to others at all times. Individuals issued passes will have on their person the pass. Passes will be presented upon request by Security personnel or other government official charged with security of the area.

3. All contractor employees meeting with Government employees or attending meetings at Picatinny, shall, at the beginning of the meeting, announce to all other attendees that they are contractor employees, employed by (Name of Contractor's name/address), and the name of all other companies or individuals that currently employs them or that the contractor employee currently represents. In addition, contractor employees shall wear a visible badge that displays their company's name. If a visiting contractor is working on a classified contract his/her visit request with security clearance information must be approved by the TACOM-ARDEC Industrial Security Division, where it will be held on file. Government employees hosting meetings will verify the contractor employee's security clearance information is on file in the TACOM-ARDEC Security Division prior to contractor access to classified information.

4. When the contract number under which the badge / pass was obtained is completed (date of last delivery or performance of last service, termination of the contract or release of the employee) including any exercise of an option pursuant to the terms of the contract, the contractor shall return the badges / passes for all of their employees to Picatinny Security and obtain a receipt for each within (3) three business days. Identification cards, Computer Access Cards and computer accounts must be surrendered to ARDEC - Security upon completion of the contract or an employee's termination during the life of the contract.

5. Failure to comply with the requirements of paragraph 4 will be grounds for withholding any funds due the contractor until completion of the requirement, notwithstanding any other clause or requirements in the contract. Failure to comply may also be used as an adverse factor with respect to contractor past performance in connection with award of future contracts to the firm.

6. If the contractor obtains a new or follow-on contract for work at Picatinny Arsenal, he shall obtain new badges / passes for each of his employees indicating the new or follow-on contract number and comply with the applicable provisions of the follow-on contract which cover the subject matter of this Clause. This paragraph does not apply to the exercise of an option.

7. The contractor and each contractor employee working on Picatinny Arsenal shall sign a Non-disclosure Agreement on their company's letterhead prior to commencing work under the contract or obtaining the badges / passes required by paragraph 1 above. There will be one Non-disclosure Agreement for each employee. The Non-disclosure Agreement shall be in the format indicated below.

8. The COR has the responsibility to assure contractors comply with the provisions of this clause. The COR/Government Point of Contact (POC) shall coordinate the contractor's obtaining and returning of badges / passes and signature of the Non-disclosure Agreement. The contractor shall furnish, before initiating work under the contract, the COR/Government POC two (2) copies of each fully completed, signed, SMCAR 3058 and non-disclosure statement for each contractor employee. One copy shall be maintained in the COR/Government POC file. The COR/Government POC shall furnish the other copy to the Contracting Officer for inclusion in the official contract file.

9. Contractor Employees having a mission related need to use a camera any place on the Installation will submit a request for camera pass in accordance with ARDEC Regulation 190-4, to the Contracting Officer Representative (COR) of the contract and obtain a camera pass by the Chief of Police prior to bringing a camera onto the installation.

10. Before any contractor employee can be given access to "non- public information" (as defined below) there must be a signed, written agreement between the recipient contractor/contractor employee and the owner of the non-public information. A copy of the agreement will be made a part of the contract file.

FORMAT FOR
NON-DISCLOSURE AGREEMENT

I, _____, an employee and authorized representative of _____, a Contractor providing support services to Picatinny Arsenal or its tenants (hereinafter PICATINNY), and likely to have access to nonpublic information (hereinafter RECIPIENT), under contract number _____, agrees to and promises the following:

WHEREAS RECIPIENT is engaged in delivery support services to PICATINNY under contract; and

WHEREAS, It is the intention of PICATINNY to protect and prevent unauthorized access to and disclosure of nonpublic information to anyone other than employees of the United States Government who have a need to know; and,

WHEREAS, PICATINNY acknowledges that RECIPIENT will from time to time have or require access to such nonpublic information in the course of delivering the contract services; and,

WHEREAS, RECIPIENT may be given or other have access to nonpublic information while providing such services; and,

WHEREAS, "nonpublic information" includes, but is not limited to such information as: proprietary information (e.g., information submitted by a contractor marked as proprietary); advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies); source selection information (e.g., bids before made public, source selection plans, and rankings of proposals); trade secrets and other confidential business information (e.g., confidential business information submitted by the contractor); attorney work product; information protected by the Privacy Act (e.g., social security numbers, home addresses and telephone numbers); and other sensitive information that would not be released by PICATINNY under the Freedom of Information Act (e.g., program, planning and budgeting system information);

NOW THEREFORE, RECIPIENT agrees to and promises as follows:

RECIPIENT shall not seek access to nonpublic information beyond what is required for the performance of the

support services contract;

RECIPIENT will ensure that his or her status as a contractor employee is known when seeking access to and receiving such nonpublic information of Government employees;

As to any nonpublic information to which RECIPIENT has or is given access, RECIPIENT shall not use or disclose such information for any purpose other than providing the contract support services, and will not use or disclose the information to any unauthorized person or entity for personal, commercial, or any unauthorized purposes; and

If RECIPIENT becomes aware of any improper release or disclosure of such nonpublic information, RECIPIENT will advise the contracting officer in writing as soon as possible.

The RECIPIENT agrees to return any nonpublic information given to him or her pursuant to this agreement, including any transcriptions by RECIPIENT of nonpublic information to which RECIPIENT was given access, if not already destroyed, when RECIPIENT no longer performs work under the contract.

RECIPIENT understands that any unauthorized use, release or disclosure of nonpublic information in violation of this Agreement will subject the RECIPIENT and the RECIPIENT's employer to administrative, civil or criminal remedies as may be authorized by law.

RECIPIENT: _____ (signature)
PRINTED NAME: _____
TITLE: _____
EMPLOYER: _____