

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO C9E	PAGE OF PAGES 1   68
2. CONTRACT (Proc. Inst. Ident.) NO. USZA22-03-D-0006		3. EFFECTIVE DATE 01 Apr 2003		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY U.S. SPECIAL OPERATIONS COMMAND 7701 TAMPA POINT BLVD MACDILL AFB FL 33621-5323		CODE USZA22	6. ADMINISTERED BY (If other than Item 5) SOFSA, BLUEGRASS STATION ATTN: LYDIA GASHEL P.O. BOX 14063 LEXINGTON KY 40512-4063		CODE USZA22
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) L3 COMMUNICATIONS INTEGRATED SYSTEMS 5749 BRIAR HILL ROAD LEXINGTON KY 40518-9721			8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days
CODE 3DYM9 FACILITY CODE			10. SUBMIT INVOICES 0 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G
11. SHIP TO/MARK FOR CODE  See Schedule		12. PAYMENT WILL BE MADE BY DEFENSE FINANCE & ACCOUNTING SERVICE ROCK ISLAND OPERATING LOCATION BUILDING 68 ROCK ISLAND IL 61299		CODE HQ0304	
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
<b>SEE SCHEDULE</b>					
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					<b>\$0.00</b>
<b>16. TABLE OF CONTENTS</b>					
(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>			<b>PART II - CONTRACT CLAUSES</b>		
X	A	SOLICITATION/ CONTRACT FORM	I	CONTRACT CLAUSES	
	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>		
	C	DESCRIPTION/ SPECS./ WORK STATEMENT	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>		
	E	INSPECTION AND ACCEPTANCE	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE		L	INSTRS., CONDS., AND NOTICES TO OFFERORS
	G	CONTRACT ADMINISTRATION DATA	M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS			
<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>					
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 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 USZA22-02-R-0050 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.		
19A. NAME AND TITLE OF SIGNER (Type or print)			20A. NAME AND TITLE OF CONTRACTING OFFICER CONTRACTING OFFICER EMAIL: [REDACTED]		
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA		20C. DATE SIGNED 01-Apr-2003
BY _____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)		

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0001

CPAF TASK ORDERS FOR TRANSITION PERIOD  
CPAF

Transition Period: 1 Apr 2003 thru 30 Sep 2003. The contractor shall furnish the support services as set forth in the PWS which will be further delineated in each individual task order issued under this CLIN. The contractor shall provide task order proposals IAW H.4 - Ordering Procedures--Task Orders using the appropriate Wage Determination Rates specified in Section J. Orders will be issued IAW H.5 - Issuance of Task Orders.

MAX COST

BASE FEE

SUBTOTAL MAX COST + BASE

MAX AWARD FEE

TOTAL MAX COST + FEE

Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0002

FFP TASK ORDERS FOR TRANSITION PERIOD  
FFP

Transition Period: 1 Apr 2003 thru 30 Sep 2003. The contractor shall furnish the support services as set forth in the PWS which will be further delineated in each individual firm fixed price Task Order.

MAX  
NET AMT

UNDEFINED

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003					NSP

TECHNICAL DATA REQUIREMENTS FOR TRANSITION PERIOD

Transition Period: 1 Apr 2003 thru 30 Sep 2003. The contractor shall furnish all technical data in accordance with Exhibit A, Contract Data Requirements List. Each individual task order will delineate specific CDRL requirement for the effort. The cost of the data, including preparing, formatting, reproducing and delivering data will be included in the individual task order pricing.

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NET AMT

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004		1		UNDEFINED	UNDEFINED

CPAF TASK ORDERS  
CPAF

Basic Contract Period: 1 Oct 2003 thru 30 Sep 2004. The contractor shall furnish the support services as set forth in the PWS which will be further delineated in each individual task order issued under this CLIN. The contractor shall provide task order proposals IAW H.4- Ordering Procedures--Task Orders using the appropriate Wage Determination Rates specified in Section J. Orders will be issued IAW H.5 - Issuance of Task Orders.

MAX COST UNDEFINED

BASE FEE UNDEFINED

SUBTOTAL MAX COST + BASE UNDEFINED

MAX AWARD FEE UNDEFINED

TOTAL MAX COST + FEE UNDEFINED

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005		UNDEFINED		UNDEFINED	UNDEFINED

FFP TASK ORDERS  
FFP

Basic Contract Period: 1 Oct 2003 thru 30 Sep 2004. The contractor shall furnish the support services as set forth in the PWS which will be further delineated in each individual firm fixed price Task Order.

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MAX  
NET AMT

UNDEFINED

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0006					

TECHNICAL DATA REQUIREMENTS

Basic Contract Period: 1 Oct 2003 thru 30 Sep 2004. The contractor shall furnish all technical data in accordance with Exhibit A, Contract Data Requirements List. Each individual task order will delineate specific CDRL requirement for the effort. The cost of the data, including preparing, formatting, reproducing and delivering data will be included in the individual task order pricing.

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NET AMT

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007 OPTION	CPAF TASK ORDERS CPAF	1		UNDEFINED	UNDEFINED
<p>1st Option Year: 1 Oct 2004 thru 30 Sep 2005. The contractor shall furnish the support services as set forth in the PWS which will be further delineated in each individual task order issued under this CLIN. The contractor shall provide task order proposals IAW H.4- Ordering Procedures--Task Orders using the appropriate Wage Determination Rates specified in Section J. Orders will be issued IAW H.5 - Issuance of Task Orders.</p>					
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	UNDEFINED
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	UNDEFINED
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008 OPTION	FFP TASK ORDERS FFP	UNDEFINED		UNDEFINED	UNDEFINED
<p>1st Option Year: 1 Oct 2004 thru 30 Sep 2005. The contractor shall furnish the support services as set forth in the PWS which will be further delineated in each individual firm fixed price Task Order.</p>					
				MAX NET AMT	UNDEFINED
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009					NSP
OPTION	TECHNICAL DATA REQUIREMENTS				

1st Option Year: 1 Oct 2004 thru 30 Sep 2005. The contractor shall furnish all technical data in accordance with Exhibit A, Contract Data Requirements List. Each individual task order will delineate specific CDRL requirement for the effort. The cost of the data, including preparing, formatting, reproducing and delivering data will be included in the individual task order pricing.

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NET AMT

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010		1		UNDEFINED	UNDEFINED
OPTION	CPAF TASK ORDERS				
	CPAF				

2nd Option Year: 1 Oct 2005 thru 30 Sep 2006. The contractor shall furnish the support services as set forth in the PWS which will be further delineated in each individual task order issued under this CLIN. The contractor shall provide task order proposals IAW H.4- Ordering Procedures--Task Orders using the appropriate Wage Determination Rates specified in Section J. Orders will be issued IAW H.5 - Issuance of Task Orders.

MAX COST UNDEFINED

BASE FEE UNDEFINED

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SUBTOTAL MAX COST + BASE UNDEFINED

MAX AWARD FEE UNDEFINED

TOTAL MAX COST + FEE UNDEFINED

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011 OPTION	FFP TASK ORDERS FFP 2nd Option Year: 1 Oct 2005 thru 30 Sep 2006. The contractor shall furnish the support services as set forth in the PWS which will be further delineated in each individual firm fixed price Task Order.	UNDEFINED		UNDEFINED	UNDEFINED
				MAX NET AMT	UNDEFINED
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0012 OPTION	TECHNICAL DATA REQUIREMENTS  2nd Option Year: 1 Oct 2005 thru 30 Sep 2006. The contractor shall furnish all technical data in accordance with Exhibit A, Contract Data Requirements List. Each individual task order will delineate specific CDRL requirement for the effort. The cost of the data, including preparing, formatting, reproducing and delivering data will be included in the individual task order pricing.				
				NET AMT	
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013 OPTION	CPAF TASK ORDERS CPAF	1		UNDEFINED	UNDEFINED
<p>3rd Option Year: 1 Oct 2006 thru 30 Sep 2007. The contractor shall furnish the support services as set forth in the PWS which will be further delineated in each individual task order issued under this CLIN. The contractor shall provide task order proposals IAW H.4 - Ordering Procedures--Task Orders using the appropriate Wage Determination Rates specified in Section J. Orders will be issued IAW H.5 - Issuance of Task Orders.</p>					
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	UNDEFINED
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	UNDEFINED
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014 OPTION	FFP TASK ORDERS FFP	UNDEFINED		UNDEFINED	UNDEFINED
<p>3rd Option Year: 1 Oct 2006 thru 30 Sep 2007. The contractor shall furnish the support services as set forth in the PWS which will be further delineated in each individual firm fixed price Task Order.</p>					
				MAX NET AMT	UNDEFINED
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	TECHNICAL DATA REQUIREMENTS				NSP
OPTION					

3rd Option Year: 1 Oct 2006 thru 30 Sep 2007. The contractor shall furnish all technical data in accordance with Exhibit A, Contract Data Requirements List. Each individual task order will delineate specific CDRL requirement for the effort. The cost of the data, including preparing, formatting, reproducing and delivering data will be included in the individual task order pricing.

NET AMT

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016	CPAF TASK ORDERS	1		UNDEFINED	UNDEFINED
OPTION	CPAF				

4th Option Year: 1 Oct 2007 thru 30 Sep 2008. The contractor shall furnish the support services as set forth in the PWS which will be further delineated in each individual task order issued under this CLIN. The contractor shall provide task order proposals IAW H.4 - Ordering Procedures--Task Orders using the appropriate Wage Determination Rates specified in Section J. Orders will be issued IAW H.5 - Issuance of Task Orders.

MAX COST UNDEFINED

BASE FEE UNDEFINED

SUBTOTAL MAX COST + BASE UNDEFINED

MAX AWARD FEE UNDEFINED

TOTAL MAX COST + FEE UNDEFINED

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017 OPTION	FFP TASK ORDERS FFP	UNDEFINED		UNDEFINED	UNDEFINED

4th Option Year: 1 Oct 2007 thru 30 Sep 2008. The contractor shall furnish the support services as set forth in the PWS which will be further delineated in each individual firm fixed price Task Order.

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MAX  
NET AMT

UNDEFINED

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0018 OPTION	TECHNICAL DATA REQUIREMENTS				

4th Option Year: 1 Oct 2007 thru 30 Sep 2008. The contractor shall furnish all technical data in accordance with Exhibit A, Contract Data Requirements List. Each individual task order will delineate specific CDRL requirement for the effort. The cost of the data, including preparing, formatting, reproducing and delivering data will be included in the individual task order pricing.

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NET AMT

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0019 OPTION	CPAF TASK ORDERS CPAF	1		UNDEFINED	UNDEFINED
Term Incentive Year One: 1 Oct 2008 thru 30 Sep 2009. The contractor shall furnish the support services as set forth in the PWS which will be further delineated in each individual task order issued under this CLIN. The contractor shall provide task order proposals IAW H.4 - Ordering Procedures--Task Orders using the appropriate Wage Determination Rates specified in Section J. Orders will be issued IAW H.5 - Issuance of Task Orders.					
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	UNDEFINED
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	UNDEFINED
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0020 OPTION	FFP TASK ORDERS FFP	UNDEFINED		UNDEFINED	UNDEFINED
Term Incentive Year One: 1 Oct 2008 thru 30 Sep 2009. The contractor shall furnish the support services as set forth in the PWS which will be further delineated in each individual firm fixed price Task Order.					
				MAX NET AMT	UNDEFINED
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021					NSP
OPTION	TECHNICAL DATA REQUIREMENTS				

Term Incentive Year One: 1 Oct 2008 thru 30 Sep 2009. The contractor shall furnish all technical data in accordance with Exhibit A, Contract Data Requirements List. Each individual task order will delineate specific CDRL requirement for the effort. The cost of the data, including preparing, formatting, reproducing and delivering data will be included in the individual task order pricing.

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NET AMT

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0022		1		UNDEFINED	UNDEFINED
OPTION	CPAF TASK ORDERS CPAF				

Term Incentive Year Two: 1 Oct 2009 thru 30 Sep 2010. The contractor shall furnish the support services as set forth in the PWS which will be further delineated in each individual task order issued under this CLIN. The contractor shall provide task order proposals IAW H.4 - Ordering Procedures--Task Orders using the appropriate Wage Determination Rates specified in Section J. Orders will be issued IAW H.5 - Issuance of Task Orders.

MAX COST UNDEFINED

BASE FEE UNDEFINED

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SUBTOTAL MAX COST + BASE UNDEFINED

MAX AWARD FEE UNDEFINED

TOTAL MAX COST + FEE UNDEFINED

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0023 OPTION	FFP TASK ORDERS FFP	UNDEFINED		UNDEFINED	UNDEFINED
Term Incentive Year Two: 1 Oct 2009 thru 30 Sep 2010. The contractor shall furnish the support services as set forth in the PWS which will be further delineated in each individual firm fixed price Task Order.					
				MAX NET AMT	UNDEFINED
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0024 OPTION	TECHNICAL DATA REQUIREMENTS				
Term Incentive Year Two: 1 Oct 2009 thru 30 Sep 2010. The contractor shall furnish all technical data in accordance with Exhibit A, Contract Data Requirements List. Each individual task order will delineate specific CDRL requirement for the effort. The cost of the data, including preparing, formatting, reproducing and delivering data will be included in the individual task order pricing.					
				NET AMT	
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0025 OPTION	CPAF TASK ORDERS CPAF	1		UNDEFINED	UNDEFINED
<p>Term Incentive Year Three: 1 Oct 2010 thru 30 Sep 2011. The contractor shall furnish the support services as set forth in the PWS which will be further delineated in each individual task order issued under this CLIN. The contractor shall provide task order proposals IAW H.4 - Ordering Procedures--Task Orders using the appropriate Wage Determination Rates specified in Section J. Orders will be issued IAW H.5 - Issuance of Task Orders.</p>					
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	UNDEFINED
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	UNDEFINED
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0026 OPTION	FFP TASK ORDERS FFP	UNDEFINED		UNDEFINED	UNDEFINED
<p>Term Incentive Year Three: 1 Oct 2010 thru 30 Sep 2011. The contractor shall furnish the support services as set forth in the PWS which will be further delineated in each individual firm fixed price Task Order.</p>					
				MAX NET AMT	UNDEFINED
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027					NSP
OPTION	TECHNICAL DATA REQUIREMENTS				

Term Incentive Year Three: 1 Oct 2010 thru 30 Sep 2011. The contractor shall furnish all technical data in accordance with Exhibit A, Contract Data Requirements List. Each individual task order will delineate specific CDRL requirement for the effort. The cost of the data, including preparing, formatting, reproducing and delivering data will be included in the individual task order pricing.

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NET AMT

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0028		1		UNDEFINED	UNDEFINED
OPTION	CPAF TASK ORDERS CPAF				

Term Incentive Year Four: 1 Oct 2011 thru 30 Sep 2012. The contractor shall furnish the support services as set forth in the PWS which will be further delineated in each individual task order issued under this CLIN. The contractor shall provide task order proposals IAW H.4 - Ordering Procedures--Task Orders using the appropriate Wage Determination Rates specified in Section J. Orders will be issued IAW H.5 - Issuance of Task Orders.

MAX COST UNDEFINED

BASE FEE UNDEFINED

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SUBTOTAL MAX COST + BASE UNDEFINED

MAX AWARD FEE UNDEFINED

TOTAL MAX COST + FEE UNDEFINED

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0029 OPTION	FFP TASK ORDERS FFP	UNDEFINED		UNDEFINED	UNDEFINED
Term Incentive Year Four: 1 Oct 2011 thru 30 Sep 2012. The contractor shall furnish the support services as set forth in the PWS which will be further delineated in each individual firm fixed price Task Order.					
				MAX NET AMT	UNDEFINED
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT NSP
0030 OPTION	TECHNICAL DATA REQUIREMENTS				
Term Incentive Year Four: 1 Oct 2011 thru 30 Sep 2012. The contractor shall furnish all technical data in accordance with Exhibit A, Contract Data Requirements List. Each individual task order will delineate specific CDRL requirement for the effort. The cost of the data, including preparing, formatting, reproducing and delivering data will be included in the individual task order pricing.					
				NET AMT	
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0031 OPTION	CPAF TASK ORDERS CPAF	1		UNDEFINED	UNDEFINED
<p>Term Incentive Year Five: 1 Oct 2012 thru 30 Sep 2013. The contractor shall furnish the support services as set forth in the PWS which will be further delineated in each individual task order issued under this CLIN. The contractor shall provide task order proposals IAW H.4 - Ordering Procedures--Task Orders using the appropriate Wage Determination Rates specified in Section J. Orders will be issued IAW H.5 - Issuance of Task Orders.</p>					
				MAX COST	UNDEFINED
				BASE FEE	UNDEFINED
				SUBTOTAL MAX COST + BASE	UNDEFINED
				MAX AWARD FEE	UNDEFINED
				TOTAL MAX COST + FEE	UNDEFINED
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0032 OPTION	FFP TASK ORDERS FFP	UNDEFINED		UNDEFINED	UNDEFINED
<p>Term Incentive Year Five: 1 Oct 2012 thru 30 Sep 2013. The contractor shall furnish the support services as set forth in the PWS which will be further delineated in each individual firm fixed price Task Order.</p>					
				MAX NET AMT	UNDEFINED
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	TECHNICAL DATA REQUIREMENTS				NSP

Term Incentive Year Five: 1 Oct 2012 thru 30 Sep 2013. The contractor shall furnish all technical data in accordance with Exhibit A, Contract Data Requirements List. Each individual task order will delineate specific CDRL requirement for the effort. The cost of the data, including preparing, formatting, reproducing and delivering data will be included in the individual task order pricing.

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NET AMT

Funded Amount

\$0.00

FOB: Destination

Section C - Descriptions and Specifications

PERFORMANCE WORK SPECIFICATION  
SECTION C Descriptions and Specifications



**SPECIAL OPERATION FORCES SUPPORT ACTIVITY (SOFS)**

**RECOMPETITION**

**PERFORMANCE WORK STATEMENT (PWS)**

**031403**

## 1.0 Scope

1.1 This Performance Work Statement (PWS) defines the United States Special Operations Command's (USSOCOM) requirement to maintain a dedicated, highly responsive logistics support capability for Special Operations Forces (SOF) worldwide. The cornerstone for this effort is the Special Operations Forces Support Activity (SOFSA). Today SOFSA is an industrial operation comprised of facilities and equipment in several locations. SOFSA's primary mission is to provide logistics support focused on SOF and SOF-unique equipment. Selected non-SOF work is accepted on a non-interference basis. Contractor support must be flexible and tailored to the ever-changing and joint nature of the SOF mission. SOFSA operations encompass the entire spectrum of logistics support including repair, modification, maintenance management, life cycle support, and sustainment. The SOFSA supports USSOCOM, its component commands, its subordinate elements, other elements of the Department of Defense, and elements of other agencies supporting USSOCOM missions.

1.2 The SOFSA is managed for the Commander-in-Chief, USSOCOM, by the Director of Logistics (SOAL-L), USSOCOM. The on-site representative of the SOAL-L Director is the SOFSA Director (SD). Under the contract, services will be ordered via Task Orders (TOs) by the SOFSA Contracting Officer. A paperless environment will be used in the transmission of TOs, unless prevented by security considerations.

1.3 The contractor shall provide a flexible and highly responsive logistics support services to the SOFSA such that the equipment readiness requirements of USSOCOM's unique mission are met. When asked, the contractor shall operate the SOFSA on an expanded schedule up to and including 24 hours-per-day, 7 days-per-week, multiple shifts. The contractor shall successfully respond to the rapid changes and dynamics of accelerated acquisition and fielding of new equipment. This equipment may be highly modified versions of conventional military or commercial equipment or unique equipment existing in very small numbers. The contractor shall provide quarterly Standard Operating Procedure reports to SOFSA for Government review with the status of all the equipment and software in use, and all other equipment and software requiring procurement, to meet the requirements listed in the contract. (CDRL A003) The contractor shall present quarterly reviews of work in progress as directed in customer TOs. The contractor shall report monthly on the status of projects, the status of funds execution, and the productivity to include contract performance outside the United States as requested per Defense Federal Acquisition Regulation (DFAR) 252.225.7026. (CDRL A004) The contractor shall report monthly on overtime hours worked. (CDRL A006)

1.4 The contractor shall make their employees acutely aware that SOFSA work, while not always classified, is always of a sensitive national security nature. As such, the contractor shall exercise strict operational security measures and all contractor personnel shall be eligible for, although not necessarily required, to obtain SECRET security clearances.

1.5 **Program Management:** The contractor shall ensure that elements of a program are keyed together to accomplish overall program objectives. Consistency of approach within and among the various elements is essential to prevent one from detracting or interfering with another. The contractor must develop techniques to manage all aspects of the program. In doing so, maximum use must be made of existing management mechanisms. Program management should serve as the primary tool to focus the overall management effort and avoid duplication.

1.6 **Contract Management:** The contractor shall establish a system for the management of, and ensure compliance with, the terms and conditions of the contract. This also includes planning, placing and administering subcontracts, as necessary, to ensure the lowest overall cost and technical risk to the Government.

## 2.0 Required Information

2.1 **General:** The documents listed in paragraph 2.2 pertain to all work performed under the contract. SOFSA customers may identify additional references and/or compliance documents required for TO completion. The contractor shall identify additional reference materials as deemed appropriate in their TO proposals. Unless

otherwise directed in this PWS or in individual TOs, the contractor shall use appropriate commercial standards, specifications, and documentation to the maximum extent possible.

2.2 Applicable Documents: The effective issue of referenced documents shall be that listed in the DOD Index of Standards and Specifications (DODISS) and its supplements unless otherwise specified in an individual work tasking.

- a. Joint Chief of Staff (JCS) Publication 4.05, Joint Doctrine for Mobilization Planning, June 1995, Part 6, Civilian Manpower, June 1995
- b. Headquarters Department of the Army (HQDA) Pamphlet 715-16, Contractor Deployment Guide, 27 February 1998
- c. DOD Publication 1-02, Dictionary of Military and Associated Terms
- d. DOD 5000.1, The Defense Acquisition System, Part 4, 4 January 2001
- e. Joint Publication 3-54, Joint Doctrine for Operations Security, 24 January 1997
- f. Chairman, Joint Chiefs of Staff Instruction (CJCS) 3213.01, Joint Operations Security
- g. DOD Publication 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives, August 2000
- h. DOD Publication C-5105.21-M-1, SCI Administrative Security Manual, August 1998
- i. DOD Publication C-5105.21-M-2, SCI Security Manual, July 1985
- j. DOD Directive C-5200.5, Communications Security (COMSEC), 21 April 1990
- k. DOD Directive 5210.56, Use of Force, 11 January 2001
- l. DOD Regulation 5220.22-M, National Industrial Security Program Operating Manual, January 1995
- m. DOD Regulation 5200.28, Security Requirements for Automated Data Processing Systems, June 1979
- n. Defense Logistics Agency Instruction (DLAI) 8210.1, Contractor's Flight and Ground Operations (Volumes 1 and 2), 26 October 1999
- o. MIL-STD 980, Foreign Objects Damage (FOD) Prevention in Aerospace Products
- p. MIL-STD 1518B, Fuel Handling
- q. Federal Information Processing Systems (FIPS) Publication 31, ADP Physical Security Guidelines, June 1974
- r. FIPS Publication 65, ADP Risk Analysis Guidelines, August 1969
- s. International Organization for Standardization (ISO) 9000, 2000 Quality Management Systems-Requirements, Approved 12/15/2000 and Department of Defense, 15 December 2000
- t. ISO 9000-3:1997 (E), Guidelines for Applying the ISO 9001 Standard to Software, 1997
- u. DOD Directive 2000-12, Antiterrorism/Force Protection Program, 13 April 1999
- v. DOD Instruction 5200.40, DOD Information Technology Security Certification and Accreditation Process (DTSCAP), 30 December 1997
- w. DOD Directive 5200.1-R, Information Security Program , DOD Web Site Administration Policies & Procedures, January 1997
- x. USSOCOM Manual 380-3, Information Assurance Program, 13 August 1999
- y. USSOCOM Directive 380-7, Network Security, 13 August 1999
- z. USSOCOM Directive 380-8, Computer Security, 13 August 1999
- aa. USSOCOM Directive 380-9, Incident Reporting, 7 March 2000
- bb. USSOCOM Directive 25-71, USSOCOM Guidance for the Implementation, Maintenance, and Security of the World Wide Web (www) Sites, 19 March 1999
- cc. National Computer Security Center Publication NCSC-TG-005, Trusted Network Interpretation, 31 July 1987
- dd. DODI 5000.2, Defense Acquisition Management Policies and Procedures, 4 January 2001
- ee. Federal Acquisition Regulation (FAR) & DFAR Supplement (DFARS) (specifically parts 15 and 215)
- ff. Special Operations FAR Supplement (SOFARS)
- gg. ISO 9001-2000

### 3.0 Requirements

#### 3.1 Logistics Support Operations

3.1.1 General: Paragraph 3.1 and its sub-paragraphs establish the basic capabilities and general tasks for logistics support operations. TOs will call out specific requirements. Cost estimates for customer requirements will be in the form of preliminary logistic evaluations, cost estimating requests, or rough order of magnitudes. TOs will be either firm fixed price or cost plus award fee. TO proposals will be requested in accordance with contract clause H.4 entitled Ordering Procedures - Task Orders. TOs will be issued in accordance with contract clause H.5 entitled Issuance of Task Orders. Logistics support is the core function of the SOFSA. As such, it encompasses logistics services and life cycle sustainment. Activities within logistics support include maintenance, repair, and modification of equipment as well as the performance of associated tasks. The logistics support services are described in paragraphs 3.1.2 through 3.1.10. These tasks are in accordance with the definitions of logistics support found in DOD Publication 1-02, Dictionary of Military and Associated Terms. Likewise, in the management of all activities involving the full spectrum of acquisition and logistics considerations, DOD 5000.1, The Defense Acquisition System, Part 4, shall be adhered to. In the performance of logistics tasks, the contractor may be required to make site visits to survey equipment or to perform logistics support work in accordance with the requirements of this PWS. When directed, the contractor shall begin deployment of logistics support in response to TOs within 24 hours for in-CONUS requirements and 72 hours for OCONUS requirements. Deployable contractor personnel shall maintain current U.S. Government-issued tourist passports and appropriate immunization records as required in the JCS, Joint Publication 4.05, Joint Doctrine for Mobilization Planning, Part 6, Civilian Manpower and the HQDA Pamphlet 715-16, Contractor Deployment Guide, 27 Feb 98. Immunizations and entry visas shall be the responsibility of the contractor. The contractor will be responsible for adhering to technical expert status accreditation when deployed. The contractor may request special protective or individual equipment from the Government on a case-by-case basis. Sub-paragraphs 3.1.1.1 through 3.1.1.11 present typical categories of systems and equipment to be supported. The systems and equipment supported may be of foreign manufacture or may be out of production. The following list is intended to be representative and not all-inclusive.

3.1.1.1 Aircraft, aircraft systems, and equipment including performance of post-maintenance Functional Check Flights, other maintenance test flights and flight operations support.

3.1.1.2 Maritime systems, watercraft, and equipment.

3.1.1.3 Communications-electronics systems and equipment.

3.1.1.4 Civil Affairs/Psychological Operations-unique equipment such as broadcast systems and print facilities.

3.1.1.5 Weapons and accessories.

3.1.1.6 Night vision and light amplification systems and equipment.

3.1.1.7 Parachute systems and accessories.

3.1.1.8 Dive systems and accessories.

3.1.1.9 Vehicle and ground mobility systems, equipment, and accessories.

3.1.1.10 Textiles and fabrics.

3.1.1.11 Barebase Support.

3.1.2 **Technical Analysis:** The contractor shall perform the necessary technical and logistics analyses required to support assigned tasks. The contractor shall perform technical analyses on complex systems and major end items down to the component and piece-part level as ordered. The contractor shall perform reliability, maintainability, and availability analyses in accordance with TOs.

3.1.3 **Technical Support:** The contractor shall provide technical advice and assistance for serviced equipment and associated end items to Government maintenance and operations personnel. The contractor shall provide configuration management for assigned systems and equipment. The contractor shall prepare repair parts lists, special tool lists, maintenance allocation charts, maintenance work requirements, manuals, guides, and other required documentation as ordered.

3.1.4 **Systems Engineering:** The contractor shall provide those systems design, systems engineering, and systems integration services as specified in individual TOs. The contractor shall conduct reverse engineering to the component level in support of repair, update, and modification of equipment and systems. When directed, the contractor shall provide engineering change proposals (ECPs) and configuration change proposals (CCPs). The Government will chair all Configuration Control Boards and approve all ECPs/CCPs. When directed, the contractor shall develop software support transition plans.

3.1.5 **Fabrication and Manufacturing:** The contractor shall fabricate parts, components, and assemblies for various supply classes. The contractor shall fabricate and repair composite structures, high-hardness ballistic steel, and ceramic armor when directed by the TOs. The contractor shall sew and repair fabric, including ballistic materials when directed by the TOs. The contractor shall manufacture equipment and systems from both contractor-generated and Government-provided technical data as detailed in individual TOs. Manufacturing requirements will be generally of a non-complex nature but usually will require extensive integration of existing equipment. Production runs will be small and/or will require low initial rates. The contractor shall manufacture prototypes when directed in the TOs.

3.1.6 **Maintenance, Repair, and Modification:** The contractor shall maintain, repair, and modify various types of systems and equipment. The contractor shall perform micro-miniature repair on communications-electronics equipment and avionics systems when directed in the TOs. All work shall be in accordance with TOs or documents referenced in individual TOs. Documents referenced may include the original manufacturer's directives, Government technical committees in technical operations, other Government-provided technical data, or contractor-generated technical data. The contractor shall paint items ranging from aircraft to equipment racks and containers when directed in individual TOs.

3.1.7 **Kit Assembly:** The contractor shall assemble kits for purposes ranging from supporting installation of new equipment or modifications of existing equipment, to issue directly for field use of special purpose items or unique systems. The contractor shall develop and provide all required documentation with each kit.

3.1.8 **Training:** The contractor shall provide training and training materials when directed in individual TOs. When directed, the contractor shall develop new materials or update old materials. Training materials shall include publications, training aids, and courseware. The Government may direct the contractor to perform training at specific locations.

3.1.9 **Logistics Services:** The contractor shall provide warehouse operations, range management, and establish and maintain facilities, when directed.

3.1.10 **Life Cycle Sustainment Management (LCSM):** The contractor shall provide LCSM services when directed in individual TOs. LCSM services shall include supply operations, transportation activities, maintenance, disposal, reliability, maintainability, and sustainability improvements, technology insertion opportunities, technical data management, and modification management.

## 3.2 Security

3.2.1 General: The contractor shall comply with the provisions of the National Industrial Security Program Operating Manual (DOD 5220.22-M). The contractor shall ensure requirements for safeguarding classified information and classified materials, for obtaining and verifying personnel security clearances, for verifying security clearances and indoctrination of visitors, for controlling access to restricted areas, for protecting Government property, and for the security of automated and non-automated management information systems (MIS) and data are fulfilled. The contractor's MIS shall be protected such that unauthorized disclosure of classified information or of sensitive, but of unclassified information is prevented.

3.2.2 Procedures and Plans: The contractor shall develop a written Standard Practice Procedure (SPP) with sufficient detail to effectively implement the security controls for automated and non-automated information and material required by the Department of Defense Contract Security Classification Specification (DD254), DOD 5220.22-M, and this PWS. (CDRL A015) As required, the contractor will incorporate security and classification guidance provided by the Government for specific projects or programs. The contractor shall prepare and maintain a security plan covering all assigned facilities and activities at all assigned locations. (CDRL A017)

3.2.3 Operations Security: The contractor shall integrate Operations Security (OPSEC) into all facility operations. The contractor shall ensure strict adherence to all OPSEC procedures and OPSEC countermeasures, including those provided by the Government, for all classified and sensitive unclassified projects and programs. The contractor shall provide detailed procedures and measures implemented to protect sensitive customer programs and sensitive but unclassified information identified by the Government. (CDRL A020)

3.2.4 Employee Clearances: The contractor shall ensure that all employees have a valid security clearance appropriate to the access required for proper accomplishment of their TOs. The contractor shall be responsible for obtaining employee security clearances. Contractor employees shall not be authorized access to classified information; access to classified materials, or permitted to perform work on classified projects without proper security clearances and a need to know. Individuals having approved interim clearances while awaiting final clearance will be granted access on a case-by-case basis by the SD. Contractor employees whose clearance have been suspended or revoked shall immediately be denied access to classified information, sensitive but unclassified information, and restricted areas. Contractor inability to obtain proper employee security clearances shall not constitute an excusable delay in contract performance.

3.2.5



3.2.6 Access Control: The contractor shall ensure that all persons entering SOFSA facilities conform to access control and security procedures. Inspection procedures for closed areas shall be adequate to prevent introduction of unauthorized weapons, computers of any type, personal data assistants, beepers, pagers, cell phones, cameras, or recording devices and to prevent the unauthorized removal of classified documents or other material. The contractor shall issue security identification credentials to each contractor employee and to each Government employee. The SD shall approve all applications for security identification credentials. As a minimum, these credentials shall include the employee's name, photograph, and security clearance. For contractor personnel requiring access to Government installations, the Government shall issue the appropriate credentials upon the contractor's request. The Government on a need-to-know basis will authorize entry by contractor personnel and contractor-sponsored visitors into other Special Access areas. All identification credentials shall be controlled articles. All contractor and contractor employee vehicles shall be registered with the appropriate security management office.

3.2.7 Security Incidents and Violations: The contractor will immediately notify the SD of any actual security violation, security incident, or of any indication of a potential unauthorized disclosure or compromise of classified or sensitive but unclassified information. The contractor shall ensure a means to monitor and report to SOFSA staff any unauthorized attempts to access contractor supported technical systems.

3.2.8 Security Education: The contractor shall establish and maintain a security education and awareness program for all contractor employees. This program shall consist of four components: initial training, annual refresher training, periodic tailored training, and termination.

3.2.9 Communications Security (COMSEC): The contractor shall use only secure communications methods and equipment to transmit or otherwise transfer classified and sensitive unclassified information or data. All such transmissions shall be in accordance with the appropriate Government security regulations. COMSEC equipment and materials shall be safeguarded, controlled, maintained, and operated under the provisions of DOD 5220.22-R Industrial Security Regulation, DOD 5220.22-M National Industrial Security Program Operating Manual, and DOD 5220.22-S COMSEC Supplement to DOD 5220.22.

3.2.10 Antiterrorism and Force Protection Program: The contractor shall establish an Antiterrorism/Force Protection Program to provide support to employees traveling Outside of the Continental United States (OCONUS) to meet contract requirements. The contractor will appoint a Force Protection Point of Contact. All personnel traveling OCONUS will receive a security awareness briefing prior to departure. This briefing will include current threat information and local Force Protection Conditions at the travelers' destination. The Government shall provide the contractor with the latest available threat data and Force Protection Condition information.

3.2.11 Physical Security: The contractor shall provide a security guard force to enforce the entry control procedures, monitor alarm systems, assist in visitor control, conduct periodic checks of facilities, and respond to security alarms. Security guards shall carry sidearms in order to provide armed response to security alarms. The contractor shall provide and maintain physical security for all facilities including entry control devices, alarm systems, key and lock controls, employee and visitor badges, security barriers, security lighting, and secure structures as required. The Government will provide security to all areas external to assigned facilities including visual checks of building exteriors.

3.2.11.1 The contractor shall provide a minimum of two (2) armed, uniformed security guards twenty-four (24) hours per day, seven (7) days per week. One-armed guard shall be posted at the Security Guard Desk at the entrance to Building 221 at all times. The second armed guard shall be posted at the Guard Desk except when making periodic checks of the SOFSA facilities or responding to security alarms. The contractor shall provide additional security guards to control entry to Building 221 and secure other resources as needed. All security guards shall be armed, however, newly hired guards who have not qualified with their sidearm may be used to escort visitors or control entry at other than the main entrance to Building 221.

3.2.11.2 All security guards must successfully complete a psychological evaluation prior to being assigned such duties. Each guard must pass a drug test and shall be subject to periodic drug screening as deemed necessary by the contractor. Security guards may not have a criminal record with any felony convictions nor misdemeanor convictions for domestic violence/assault. All guards must meet physical standards established by the contractor. All security guards must be able to obtain and maintain a Secret security clearance. Newly hired guards may begin work when they have received an interim Secret clearance.

3.2.11.3 Security guards will receive initial weapons training and must qualify with the sidearm within 90 days of hire. All security guards will be required to qualify with the sidearm annually. Guards shall be allowed three (3) opportunities to qualify. Security guards shall also receive annual training on the "Use of Deadly Force" and State and local requirements for carrying sidearms. Weapons training shall be provided by personnel who have been trained and certified as weapons instructors.

3.2.11.4 Contractor personnel working in shipping/receiving activities who are required to ship and/or receive weapons must pass a drug test and shall be subject to periodic drug screening as deemed necessary by the contractor.

3.2.11.5 All personnel who handle weapons on a daily basis, i.e. gunsmiths, armorers, weapons custodians, etc. shall successfully complete a psychological evaluation prior to being assigned such duties. Contractor personnel shall pass a drug test and shall be subject to periodic drug screening as deemed necessary by the contractor. Weapon handlers shall not have a criminal record with any felony convictions or misdemeanor convictions for domestic violence/assault. All weapon handlers shall be able to obtain and maintain a Secret security clearance. Newly hired employees may begin work when they have received an interim Secret clearance.

3.2.11.6 The contractor shall prepare a written plan for the organization, operation, and training of the security guard force. This plan shall include the weapons training course of fire and "Use of Deadly Force" briefing. The plan will be incorporated as an annex to the Contractor Physical Security Plan.

### 3.3 Facilities Operations

3.3.1 General: The contractor shall operate and maintain Government facilities at Bluegrass Station (BGS), Lexington, KY, Blue Grass Army Depot (BGAD), Richmond, KY; Blue Grass Airport, Lexington, KY, and other facilities specified during the period of performance. The contractor shall ensure that adequate facilities, equipment, and personnel are available during the period of performance of this contract. Performance of work at other facilities or locations shall be approved by the Government. The requirements of the following 3.3.1 subparagraphs apply to all facilities and areas located on Government installations or on Government-provided property. When directed, the contractor shall provide reports on facilities' capabilities, utilization of facilities' space, and facilities' corrective and preventive maintenance. (CDRL A001) Information regarding the utilization of facilities' space shall be kept current. (CDRL A002)

3.3.1.1 Energy Conservation: The contractor shall establish a comprehensive Energy Conservation Program that is consistent with good business practices. The contractor shall comply with each host installation's program comprehensive Energy Conservation Program as detailed in individual TOs.

3.3.1.2 Food Service/Morale, Welfare, Recreation (MWR): The Government will provide contractor personnel access to food and MWR services at Government installations to the extent that those services are made available to other contract personnel by host installations. These privileges are subject to change at any time.

3.3.1.3 Safety: The contractor shall administer a safety program encompassing all locations in accordance with applicable DOD, OSHA, and host installation regulations. The contractor shall provide all required safety and protective equipment for its employees. The contractor shall promptly correct any and all identified safety deficiencies. The contractor shall report immediately to the SD any on-site incident involving the injury or death of any person or damage to Government property resulting from the activities of the contractor, its employees, or its agents. The contractor shall provide written reports on all such accidents, incidents, or safety issues. (CDRL A013) The Government will monitor and periodically inspect the contractor's safety program.

3.3.1.4 Disaster Preparedness: The Government will develop plans and procedures for response to and recovery from disasters and emergencies. The contractor shall establish standard operating procedures consistent with Government disaster preparedness plans.

3.3.1.5 Hazardous Waste Management: The contractor shall manage all hazardous waste, air pollutant emissions, and waste water generated by or associated with the operation of SOFSA facilities, wherever located and whether Government or contractor-owned, in compliance with all applicable Federal, State, Local, and host installation regulations, directives, and requirements. The contractor shall collect and dispose of hazardous wastes (generally within 90 days) in a manner that avoids creating a hazardous waste storage facility. The contractor shall control air and water emissions and shall obtain all necessary permits required to operate the facilities, in compliance with all applicable Federal, State, Local, and host installation regulations, directives, and requirements. The contractor shall indemnify the Government for all fines, penalties, and costs associated with environmentally regulated activities arising from performance of this contract. Pre-existing conditions at the facilities are specifically excluded from the application of this paragraph to the extent that they do not affect the contractor's ability to perform and manage the contract requirements, e.g., lack of existing permits does not excuse the contractor from the requirement to obtain the necessary permits and to perform the work requirements. The contractor shall coordinate all applications for permits and licenses with the SD prior to their submission and will file a copy of all approved permits and licenses with the SD when they are received. The contractor shall promptly correct identified violations and implement effective remedial action to prevent recurrences. The Government will conduct periodic inspections to review regulatory compliance, but this does not relieve the contractor from responsibility for environmental compliance. The contractor shall submit an annual report by calendar year on hazardous waste management activities. (CDRL A014)

3.3.1.6 Roads and Parking Areas: At all Government-furnished facilities, the Government will provide parking areas for contractor employees within a reasonable distance from all facilities. At these facilities, the Government will remove snow and ice from roads, parking areas, and walkways as required.

3.3.1.7 Entomology: The Government will provide entomology and pest control for abatement of insects, rodents, weeds, fungi, and other undesirable plants and animals in Government-furnished facilities.

3.3.1.8 Telecommunications: The Government will provide communications services and telephones including: equipment for secure communications, administrative telephone with intra-facility service, Defense Switched Network (DSN), local trunk line access at Government-furnished facilities. These services are provided at no cost for communications supporting or related to official SOFSA business. Non-SOFSA related business communications shall be conducted at the contractor's expense on contractor-provided commercial equipment. The contractor will verify toll charges as SOFSA official business by annotating the monthly telephone bills provided by the SD. The contractor will submit a list of non-verified toll calls to the SD monthly and will reimburse the Government for those calls. The contractor will make requests for radio frequency assignment or use through the SD. The contractor is solely responsible for any mobile or cellular telephone service required by its operations. The contractor is solely responsible for all communications services at contractor-provided facilities.

### 3.3.2 Bluegrass Station, Lexington, KY

The following sub-paragraphs of 3.3.2 apply only to Bluegrass Station.

3.3.2.1 General: Through an agreement with the Commonwealth of Kentucky, the Government will provide the contractor rent-free use of Buildings 3, 5, 220, and 221 on Bluegrass Station. The Government reserves the right to occupy appropriate space within the facilities, necessary to conduct Government business, and provide adequate oversight of the contract on behalf of the United States Special Operations Command. The contractor shall furnish each building such that the requirements of this PWS can be most effectively performed. The contractor shall not alter the interior or exterior of any building nor excavate the floor of any building or the land around any building without the written approval of the Commonwealth of Kentucky. Requests for such approvals will first be submitted in writing through the SD to the Director, Bluegrass Station. The contractor shall return all facilities to their original configuration and condition upon completion or termination of this contract. The contractor may request that the Government accept modifications in lieu of returning facilities to the original configuration. However, to the extent that the Government accepts such modifications, those modifications become the property of the Government. The contractor shall conduct routine maintenance and make simple repairs on the interiors of assigned buildings. Prior approval is not required for such routine maintenance and repair. The contractor will provide and be responsible for all building maintenance of all assigned facilities.

3.3.2.2 Utilities: The Government will provide electrical, water, and sewage service to either an accepted metering device or to within five (5) feet of each building, as appropriate. The contractor shall maintain the utility meters and the utility infrastructure inside each building. The Government shall provide heating units, air conditioning units, and any associated fuel (except electricity) as necessary sufficient to service Buildings 3, 5, 220, and 221.

3.3.2.3 Physical Security: The Government will provide security to all areas external to assigned facilities including visual checks of building exteriors. The contractor shall provide physical security for all assigned facilities. Security measures will include building entry controls, alarm system monitoring, key and lock control, contractor employee/Government employee and visitor access badges, visitor control, periodic checks of facilities after normal work hours, night security lighting for outside storage and work areas, and 24-hour armed response to security alarms.

3.3.2.4 Emergency Services: No Government-provided emergency services are available at Bluegrass Station. Requests for firefighting, ambulance, or paramedical service will be made through appropriate commercial channels to the Lexington Fayette Urban County Fire and Emergencies Department.

3.3.2.5 Mail Delivery: The Government will provide daily pick-up and delivery of U.S. Mail by the U.S. Postal Service at a specified point on Bluegrass Station. The Government will also provide Post Office mailboxes at Nandino Post Office sufficient for Bluegrass Station operations. The Government will provide postage for all

official business SOFSA mail. The contractor will establish accounts with such commercial delivery services it deems necessary to support SOFSA operations. The contractor shall ensure such operations are conducted within the appropriate Bluegrass Station regulations and guidelines. The Government will reimburse the cost for commercial delivery services. The contractor shall internally distribute all received mail, parcels, and any SOFSA intra-office correspondence including that to or from, Government personnel and comply with the SD's policy on mail procedures.

3.3.2.6 Custodial: The contractor shall provide general janitorial services for all spaces in the assigned buildings including Government-used space. This service shall include collection of non-hazardous material refuse inside all assigned facilities and its delivery to a specified collection point. The Government will collect refuse from this location for disposal.

3.3.2.7 Special Requirements: The Government will provide an accredited Sensitive Compartmented Information Facility (SCIF). The contractor shall operate the SCIF in accordance with DOD Publication C 5105.21-M-1 "Sensitive Compartmented Information Administrative Security Manual." The contractor shall maintain the SCIF in compliance with DCID 1/21 "Physical Security Standards for SCI Facilities" and shall be responsible for maintaining the SCIF's SCI accreditation. The contractor shall prepare a SPP SCIF guide subject to Government approval. (CDRL A016) The Government will also provide a secure storage lot for vehicles and large materials. The contractor shall operate and maintain the secure storage lot. The contractor shall operate and maintain the existing 400-Hertz electrical system including the converter. The contractor shall operate and maintain the existing compressed air system including all compressors. The contractor shall operate a Government-provided weapons storage facility in accordance with DOD 5100.76M "Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives." Operating instructions for this facility shall be incorporated in the contractor's Security Plan. (CDRL A017)

### 3.3.3 Blue Grass Army Depot, Richmond, KY

The following sub-paragraphs of 3.3.3 apply only to Blue Grass Army Depot.

3.3.3.1 General: The Government will provide the contractor rent-free use of Buildings 229, 232, 233, and 254. Approximately 430 square feet in Building 233 is reserved for Government use. The contractor shall facilitate each building such that the requirements of this PWS can be most effectively performed. The contractor shall not alter the interior or exterior of any building nor excavate the floor of any building or the area around any building without the written approval of the Commander, Blue Grass Army Depot. Requests for such approvals will be submitted in writing through the SD. The contractor shall return all facilities to their original condition or configuration upon completion or termination of this contract. The contractor may request that the Government accept modifications in lieu of returning facilities to the original configuration. However, to the extent that the Government accepts such modifications, those modifications become the property of the Government. The contractor shall conduct routine maintenance and make minor repairs to the interiors of assigned facilities. Prior approval is not required for such routine maintenance and repair. The contractor will provide and be responsible for all building maintenance of all assigned facilities.

3.3.3.2 Utilities: The Government will provide water, sewage, electricity, steam heat, and air conditioning service to all assigned facilities. The Government will provide repair, routine maintenance, and modification to all utility equipment and utility infrastructure.

3.3.3.3 Physical Security: The Government will provide security to all areas external to assigned facilities and storage lots including visual checks of building exteriors, visual checks of storage lot enclosures, and external door checks. The contractor shall provide physical security for all assigned facilities and storage lots. Security measures will include building/area entry controls, key and lock control, contractor employee/Government employee and visitor access badges, visitor control, and night security lighting for outside storage and work areas. The Government will provide 24-hour response to security alarms.

3.3.3.4           **Emergency Services:** The Government will provide fire fighting/rescue equipment and personnel in response to emergency situations. Government responsibilities will include fire safety inspections, fire protection training, fire extinguisher recharging and support of aviation fueling/defueling operations. The Government will support contractor-conducted ground and flight aviation operations.

3.3.3.5           **Mail Delivery:** The Government will provide daily pick-up and delivery of U.S. Mail by the U.S. Postal Service at a specified point on Blue Grass Army Depot. The Government will provide postage for all official business SOFSA mail. The contractor shall separately post any non-official business mail generated by its operations. The contractor will establish accounts with such commercial delivery services it deems necessary to support SOFSA operations. The contractor will ensure that such operations are conducted within the appropriate Blue Grass Army Depot guidelines. The Government will reimburse the cost for commercial delivery services. The contractor shall internally distribute all received mail, parcels, and any SOFSA intra-office correspondence including that to, or from, Government personnel.

3.3.3.6           **Custodial:** The contractor will provide general janitorial services for all spaces in the assigned buildings. This service will include collection and disposal of non-hazardous material refuse.

3.3.3.7           **Special Requirements:** The contractor shall operate and maintain a helicopter operations area/parking ramp immediately adjacent to the assigned facilities. The contractor shall remove snow and ice from the helipad/ramp operations area and provide anti-icing salt as required to maintain normal operations. The contractor shall operate a Government-provided weapons storage facility for the storage of weapons removed from aircraft undergoing maintenance or modification. This weapons storage area shall be operated in accordance with AR 190-11 "Physical Security of Arms, Ammunitions, and Explosives." No ammunition or explosives of any type shall be stored in this facility at any time. Operating instructions for this facility shall be incorporated in the contractor's security plan.

### 3.3.4           Blue Grass Airport, Lexington, KY

The following sub-paragraphs of 3.3.4 apply only to Blue Grass Airport.

3.3.4.1           **General:** Through a lease with Blue Grass Airport, the Government will provide the contractor rent-free use of approximately 15,680 square feet of hangar space in Hangar #2, approximately 6,300 square feet of hangar space and 2,700 square feet of shop and office space in Hangar #4, approximately 5,400 square feet of office space and 3,600 square feet of shop space in the Executive Terminal Building (also known as Building A), and non-exclusive access to automobile parking areas adjacent to the hangar and office space. The contractor shall facilitate each area such that the requirements of this PWS can be most effectively performed. The contractor shall not alter the interior or exterior of any building without the written approval of the SD. Requests for such approvals will be submitted in writing to the SOFSA Contracting Officer (CO). The contractor shall return all facilities to their original configuration and condition upon completion or termination of this contract. The contractor may request that the Government accept modifications in lieu of returning facilities to the original configuration. However, to the extent that the Government accepts such modifications, those modifications become the property of the Government. The contractor will refer all requests for non-routine maintenance and/or repair of Airport facilities to the Blue Grass Airport and provide an information copy of each request to the SD. The contractor will provide and be responsible for all building maintenance of all assigned facilities.

3.3.4.2           **Utilities:** The Government will provide electrical, water, and sewage service through standard commercial utilities arrangements.

3.3.4.3           **Physical Security:** The contractor shall provide security measures appropriate to the work placed in each facility.

3.3.4.4 **Emergency Services:** No Government-provided emergency services are available at Blue Grass Airport. Requests for fire fighting, ambulance, or paramedical service will be made through appropriate commercial channels.

3.3.4.5 **Mail Delivery:** The contractor shall be solely responsible for pick-up and distribution of all U.S. Mail, commercial deliveries, and inter-SOFSA correspondence.

3.3.4.6 **Custodial:** The contractor shall be solely responsible for janitorial services and trash disposal.

3.3.4.7 **Special Requirements:** The contractor shall coordinate aircraft parking ramp/flight line activities as appropriate with Blue Grass Airport. The contractor shall conduct all such activities in accordance with Blue Grass Airport regulations, policies, and procedures.

#### 3.4 **Equipment:**

3.4.1 **General:** Over and above the Government Furnished Property listed in Paragraph 4.0 of this PWS, the contractor shall furnish that general-purpose equipment necessary for successful performance. This equipment includes, but is not limited to, materials handling equipment; common tools; Test, Measurement, and Diagnostic Equipment (TMDE); and office equipment. TMDE shall be maintained in accordance with ISO-10012-1. Production tooling used for inspection shall be properly certified. The contractor shall develop and maintain a facility layout for this equipment. The Government will furnish and install special test equipment listed and in individual TOs. The contractor may request equipment from the DOD General Reserve. The contractor shall obtain approval for the purchase or requisition of all equipment from the SOFSA CO prior to accepting TOs requiring the additional equipment. The contractor shall perform calibration, preventive, and routine maintenance on all installed equipment regardless of ownership unless otherwise directed by the SOFSA CO.

3.4.2 **Contractor Furnished Equipment:** Title for all equipment purchased by the contractor in support of SOFSA operations for which the contractor is reimbursed either directly or indirectly through depreciation, shall be transferred to Government ownership prior to completion of this contract. The transfer shall be at no cost to the Government for all items where the contractor was reimbursed the cost or where the depreciation value has been reduced to zero. For all other items that the Government desires to assume ownership, the contractor shall be reimbursed the residual depreciated value. The contractor shall provide a quarterly report of the residual value of all equipment falling within the purview of this provision.

3.4.3 **Government Furnished Property (GFP), Equipment (GFE), and Materials (GFM):** The contractor shall establish, document, and maintain a Property Control System (PCS) approved by the Government. As part of the PCS, the contractor shall establish a database management system to control, protect, and preserve all GFP and all contractor-furnished property (CFP) used in performance of this PWS. The PCS shall be based on a computer system, interface with the contractor's standard architecture and protocols, use commercially available software, track assets using bar codes and provide near real-time reports and data displays. Using the PCS, the contractor shall perform random quarterly audits of 25% of the GFP/CFP inventory and provide the results to the Government. (CDRL A012) The report shall describe discrepancies and document their causes. The contractor shall submit annual DD Form 1662 Reports. (CDRL A007)

3.4.4 **Receipt of GFP or Bailed Property:** Upon receipt of GFP or bailed Government property, the contractor shall examine for damage to the extent consistent with the practicality of discovering damage incurred in-transit, check for completeness and verify quantity, ensure that the item received was the item ordered, and perform periodic inspections as required. The contractor shall report to the Government any GFP, including aircraft incidents, found damaged, malfunctioning, or otherwise unsuitable for the intended use IAW FAR 52.245.5. (CDRL A021) The contractor shall assure adequate storage conditions and handling procedures to guard against damage or deterioration. The contractor shall conduct functional tests as required prior to or after installation to assure satisfactory operation of installed GFP. The contractor will prepare a SF-368 Quality Deficiency Report (QDR) on all GFP found defective, and submit the report through the appropriate channels. (CDRL A011) (CDRL A009)

### 3.5 Quality Assurance Program (QAP)

3.5.1 General: The contractor shall establish, document, and maintain a QAP in accordance with this PWS and ISO 9001-2000. The contractor shall provide detailed information of the procedures and measures implemented to establish a QAP and Quality Control Plan. The contractor will report monthly on its program and the program's results. (CDRL A023) ISO 9001-2000 or equivalent Quality Standards certification is required for this contract. The SOFSA CO will approve any proposed revisions to the plan prior to implementation. The plan shall encompass work ranging from scheduled routine maintenance of standard material to unscheduled maintenance of highly modified material. Material may be unique or exist only in small numbers. The contractor shall develop and maintain an innovative program flexible enough both to accommodate these widely varying requirements and to allow effective integration of Government quality programs. The contractor's program shall include the tracking and reporting of the cost of quality. The QAP shall include methods and metrics to assess the performance of sub-contractors, suppliers, their furnished end products, and their finished work. Individual tasking documents issued under the basic PWS may contain less stringent quality requirements. If a tasking document does not specify a standard, then ISO 9001-2000 shall apply. A list of written waivers or deviations approved by the Government and tracking of engineering changes to Government equipment requiring modifications in support to a specific task order shall be provided on a monthly basis. (CDRL A005)

3.5.2 Government Quality Programs: The Government may perform actions, including inspections and acceptance, at the source or at a customer location. The contractor's QAP shall permit the cost-effective integration of Government quality assurance programs throughout the spectrum of the facility's operations. Government actions will include managing the QDR and the Customer Complaint Program, approve/disapprove of non-conforming material to use as is, and conduct audits in accordance with ISO 9001-2000. The contractor shall make use of gauges, measuring and testing devices available to the Government when such use is required to determine conformance with contract requirements. As appropriate, contractor personnel shall be made available for the operation of such devices and for the verification of their accuracy and condition.

3.5.3 Quality Program Management Responsibilities: The contractor shall define and document its policy for quality, including objectives for quality and its commitment to quality. The quality policy shall be relevant to the contractor's organizational goals and to the requirements of the Government. The contractor shall ensure that this policy is understood, implemented, and maintained at all levels of the organization.

3.5.4 Contractor's QAP: The contractor's QAP shall ensure that its service and/or product conforms to specified requirements prior to presentation to the Government. The contractor responsibility extends to services and/or products purchased from or provided by sub-contractors and vendors. The contractor shall prepare a quality system plan manual covering the requirements of ISO 9001-2000 for the operation of the SOFSA and the performance of logistics support operations. (CDRL A024) The manual shall include quality system procedures and shall outline the structure of the documentation used in the quality system. The manual shall identify those responsibilities shared jointly with the Government and/or related to Government functions. The QAP shall permit effective integration of Government quality programs across the spectrum of SOFSA operations. The Government reserves the right to inspect at source those services not performed or those products not manufactured in the SOFSA. The contractor may employ sampling inspection techniques. The contractor shall obtain Government approval of all sampling plans and methods.

3.5.5 Contents of the QAP: In addition to the requirements of ISO 9001-2000, the contractor's QAP shall address the following areas.

3.5.5.1 Costs Related to Quality: The contractor shall maintain and use quality cost data as a management element of the quality program. The contractor shall determine the specific quality cost data to be maintained and used. This data shall, on request, be identified and made available for "on-site" review by the Government. The contractor shall report monthly on the cost of rework, repair and scrap. Rework data will be captured in all areas to include engineering. (CDRL A023)

3.5.5.2 Disposition of Non-Conforming Products: The contractor shall coordinate actions with the SOFSA CO prior to disposition of non-conforming products. The contractor shall make optimum use of records and customer input to analyze their quality program and identify trends.

3.5.5.3 Required Quality Assurance Actions: The contractor shall assure aviation inspections involving grounding and/or safety of flight items is performed by qualified QA Technical Inspectors. QA Inspectors shall verify the proper accomplishment of all aircraft electrical power checks and the proper determination of all aircraft weight and balance information. The contractor's Government flight representative point of contact (GFR POC) will assure compliance to the contractor's flight operations procedure guide as outlined in DLAI 8210.1.

3.5.5.4 Overall Quality Level Indicator: The contractor shall establish a method of determining and reporting an overall indicator of quality based on their inspection plan. The minimum quality level acceptable to the Government, as expressed as a percentage of articles failing to conform to required standards on inspection in areas such as production, manufacturing, and shipping, is 2.5%.

3.5.5.5 First Piece Inspection: The contractor shall perform and document first piece inspection prior to production to reduce risk of additional cost. Documentation shall be available for Government to review upon request. (CDRL A023)

3.5.5.6 Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the test parameters used to obtain the test results and the number and type of deficiencies detected.

3.5.5.7 Process Proofing: The contractor shall establish a method of process proofing. When process proofing is used, the contractor shall assess the adequacy of skill levels versus process needs, procedures and policies for proper flow-down of requirements, equipment for proper type and condition, materials for conformance with contract requirements, and the adequacy of the process environment. Proofing shall provide confidence in established practices, identifies potential/existing process problems, and provides an early opportunity for correction/improvement. If processes are proofed, and proofing reveals significant process problems, the contractor shall initiate corrective actions. Proofed processes shall be re-proofed when there are significant changes in the process.

### 3.6 Information Technology/Management Information Systems (IT/MIS) Support

3.6.1 General: The contractor shall have access to Government-furnished hardware and software identified in Attachments 02 and 03. The contractor shall also have access to the current MIS architecture, as shown in Attachment 04. The contractor shall support an unclassified Local Area Network (LAN) with carefully controlled access protection. The LAN provides multiple-site connectivity to a Wide-Area Network (WAN). The contractor shall use and maintain a Government-owned Customer Query System (CQS). The CQS is written in FoxPro and provides a Microsoft (MS) Windows interface permitting Government access to the contractor's project management information. All external database interfaces shall be in MS Windows format. The contractor shall provide standard IT support functions focusing on MIS operations including support for Government-furnished telephone equipment. The contractor shall use SIPRNET capability but shall not perform major maintenance or repair on the SIPRNET system. Minor maintenance duties shall consist of rebooting the KIV-7 HS encryption devices, telephone switch equipment, troubleshooting circuitry between facilities. The contractor shall update the Data Management Plan, the Continuity of Operations Plan, and all applicable accreditation documentation as required. (CDRL A025) (CDRL A022) All MIS/IT validated equipment failures shall be identified to the Government Representative for repair, replacement, and disposition actions. The contractor shall report the status of all IT equipment and software quarterly. (CDRL A003)

3.6.2 Database Support: The contractor shall provide and maintain the interface between the existing CQS and the contractor's accounting, scheduling, and manufacturing data systems. Through the CQS and related database systems, the contractor shall provide dial-in as well as unclassified, but restricted/secure internet access to standard project management data such as, but not limited to, schedule status, work performed,

costs allocated, and money expended. On-line requisitioning and task-directed transaction data shall be updated as events occur. Access shall provide information sharing in an MS data format compatible with common industry platforms in an open database compliant format. The contractor shall provide direct customer support including design and population of databases in an open system compliant structure and creation of on-demand and repetitive reports derived from the databases. The contractor shall provide restricted/secure Internet access and external update capability to project-directed data, web sites, data tables and data warehoused on SOFSA servers. The plan and implementation strategy will reflect existing the HQ USSOCOM directives, regulations, and manuals.

3.6.3 Earned Value Management (EVM): The contractor shall develop and implement an effective management system tailored to meet the respective needs of the contract while still ensuring fundamental EVM concepts are provided for. The implementation of an EVM system shall ensure the Government is provided with contractor cost and schedule performance data which:

- a. Relate time-phased budgets to specific contract tasks and/or Statements of Objectives/Statements of Work.
- b. Indicate work in progress.
- c. Properly relate cost, schedule, and technical accomplishment.
- d. Are valid, timely, and auditable.
- e. Provide managers with information at a practical level of summarization.
- f. Derived from the same internal EVM systems used by the contractor to manage the contract.

3.6.4 Network Administration: The contractor shall provide network support including network installation and administration of multiple LANs in a standard architecture. The contractor shall support existing commercial data communication circuits and switches. The contractor shall identify additional data circuit requirements as they arise and, with the SOFSA CO approval, obtain such additional service as is required. The contractor shall install and troubleshoot PCs attached to the LAN including installation and maintenance of software. The contractor shall provide access to the worldwide web and Internet through the SOFSA network.

3.6.5 Systems Administration: The contractor shall support the SOFSA telephone system up to the Government-operated central voice switch. The contractor shall install telephones, perform wiring internal to SOFSA facilities, and provide user assistance. The contractor shall install, repair, maintain, and upgrade PCs, peripherals, file servers, and other associated equipment approved by the SOFSA staff. The contractor shall provide support for the property management system including inventory control, bar coding, and/or other Government-directed Automated Identification Technology (AIT) devices, and labeling. The contractor shall provide remote data collection is required to support Government project management information.

3.6.6 IT Key Personnel Functions: IT management, LAN/WAN administration, Information System Security Officer (ISSO) duties, and LAN/WAN engineering support are key personnel functions. The Information Technology Officer shall have broad-based knowledge in IT technical skills, contract management, accounting, and manufacturing resource planning applications. LAN/WAN support, systems administration, and trouble call management shall be supervised by an individual certified in the necessary applications/systems proposed in the contractor's MIS Plan. The contractor shall ensure this individual possesses experience with current operating systems compliant with USSOCOM operating system standard architecture. The ISSO will serve as a primary POC for the systems(s) charged to his/her responsibility, develop, distribute, and maintain plans, instructions, guidance and Standard Operating Procedure concerning the security of Information Systems (IS), ensure IS operates IAW internal policies, and ensure that technical countermeasures, such as software and virus patches and necessary security upgrades, are installed as required or directed. Designated IT personnel, as specified in paragraph 3.2.5 of this PWS, shall require a TOP SECRET clearance at the time of contract award. All other IT personnel shall require a SECRET clearance.

3.6.7 IT Security: Systems' configuration, operation, and administration for automated information systems (AIS) used to process sensitive but unclassified, and classified information shall conform to the security requirements contained in National Industrial Security Operating Manual DOD 5220.22-M and subparagraph 3.2.1 of this PWS. System configuration, to include security patches, shall be maintained. The contractor shall develop a SSP for AIS for processing DOD classified information. (CDRL A018) The contractor shall develop an IT Security Plan that provides procedures and measure implemented within computer systems and networks for the protection of sensitive unclassified information. (CDRL A019) The contractor shall support the development/update of a USSOCOM System Security Authorization Agreement (SSAA) of all equipment and systems when required by the Government. The SSAA shall be updated every three years and whenever hardware/software changes occur on the equipment. The contractor shall immediately review and evaluate all Information Assurance Vulnerability Alerts (IAVA) for applicability to SOFSA hardware, software and web sites. The contractor shall maintain a log of all IAVAs, their applicability and status. This log shall include mitigating activities when vulnerabilities can not be eliminated. (CDRL A003)

3.6.8 The contractor shall provide and operate designated web sites in support of SOF and non-SOF programs. Web sites shall be maintained as directed by specific TOs and DOD and USSOCOM Web Site Administration Policies and Procedures.

3.6.9 SOFSA Web Sites and Information Systems shall comply with DOD Directive 5200.28, Security Requirements for Automated Information Systems, DOD Instruction 5200.40, DOD Information Technology Security Certification and Accreditation Process (DTSCAP), DOD Directive 5200.1-R, Information Security Program, DOD Web Site Administration Policies & Procedures, USSOCOM Manual 380-3, Information Assurance Program, USSOCOM Directive 380-7, Network Security, USSOCOM Directive 380-8, Computer Security, USSOCOM Directive 380-9, Incident Reporting, USSOCOM Directive 25-71, USSOCOM Guidance for the Implementation, Maintenance and Security of the World Wide Web (www) Sites, and any additional DOD/USSOCOM security policies established to ensure the security of USSOCOM information and information systems. All SOFSA Web Sites and Information Systems shall be certified and accredited in accordance with DOD and USSOCOM policies. An ISSO will be appointed to ensure the integrity and security of the SOFSA IT. The ISSO is responsible to maintain the Certification and Accreditation (C&A) document. The contractor shall identify an Information Assurance Manager who shall be responsible for certification and accreditation of networks and systems.

3.6.10 A DISA Information Assurance and System Security Readiness Review of the web sites and SOFSA IT shall be performed annually or as scheduled by the Government. The contractor shall review IAW Class (C2) Controlled Access Protection in National Computer Security Center Publication, NCSC-TG-005, Trusted Network Interpretation, or its implemented revision.

### 3.7 Technical Data Management

3.7.1 Technical Data Repository: The contractor shall develop, prepare, update, and maintain technical documentation for TOs under this PWS. The contractor shall maintain SOFSA technical documentation. Existing technical documentation is found in both hard copy and digital records. New documentation shall be created in electronic form, unless directed otherwise by the Government. The contractor shall maintain a technical data repository for this information. The contractor shall use repository data to preclude duplication of engineering efforts and to facilitate the maintenance, repair, and modification of equipment. The Government will have unrestricted access to repository data. The contractor shall prevent commingling of Government-provided and contractor-originated data.

3.7.2 Drawings, Documentation, and Changes: The contractor shall assure the adequacy, completeness, and currency of all deliverable technical data. The contractor's responsibility shall extend to technical data provided by vendors and sub-contractors.

### 3.8 Warehousing

3.8.1 General: The contractor shall perform receipt, issue, packaging, handling, storage, shipping, and transportation services associated with the logistics support and facilities operation requirements of this PWS. The contractor shall establish and maintain documented procedures for the control of GFP, to include those inventory requirements and reporting for unique, specialized, sensitive, and classified GFP. The Government shall have the right to review these inventories and procedures at any time.

3.8.2 Inventory Management: The contractor shall maintain strict accountability and control of all property. The contractor shall employ an automated bar coding system for inventory control and property management. Issues shall be charged to specific projects. The contractor shall stock, maintain, and issue from an inventory of equipment, systems, components, and spares. The Government will provide initial inventory. As designated by the Government, some inventory items will be issued to approved customers upon requisition; other inventory items will be issued as a direct exchange for like items returned for service. Routine direct exchanges shall require receipt of items prior to issue of replacements. The SOFSA CO will approve exceptions to this policy. The contractor shall perform cyclic inventories of the Stock Record Accounts and report the results to the appropriate Government office. (CDRL A012) The contractor shall perform periodic inspections and calibrations on inventory items. Upon receipt of returned items, the contractor shall inspect for discrepancies and correct those identified before the item is returned to stock. The contractor shall provide warranty administration of those inventory items covered by any type of commercial or manufacturer's warranty. Inventory shall be available 24 hours-per-day, 7 days-per-week. The contractor shall deliver from inventory to the shipping dock within four hours of receiving an approved requisition. The contractor shall complete coordination for appropriate shipping arrangements within the same four-hour period.

3.8.3 Plant Clearance of Excess Property: The PCS shall include procedures for the identification, control, and disposition of GFP excess to the requirements of performance under this PWS and associated TOs. This excess property includes materials left over at project completion, and material removed but not reinstalled, damaged material, and scrap. The contractor shall initiate screening for excess materials and shall maintain a plant clearance register for all material and a case file for each piece of non-expendable GFP. The contractor shall prepare and maintain plant clearance cases and disposal documents on DD Form 1348. The contractor shall provide all documentation to the Government in final format for approval.

3.8.4 Requisitioning: The contractor is authorized, but not required, to use the Department of Defense Logistics System (DDLS) to obtain material for use under this PWS. The contractor shall submit DDLS requisition requests through the SD for approval. Single requisitions for high-priority projects may be individually processed as necessary to meet critical schedules. Requisitions shall contain sufficient information such that applicability to a work requirement under this PWS is clearly shown. After a DDLS requisition is approved, the contractor shall use the Defense Automated Message Exchange System (DAMES) to order directly from the Logistics System. The contractor will receive DAMES billings direct that they will pay and charge to specific projects. The contractor shall maintain a requisition document history for periodic Government review. (CDRL A010)

3.8.5 Transportation: The contractor shall operate vehicles and transport materials to and from designated sites on a regular basis. The contractor shall furnish any vehicles, over and above those furnished as GFP, required for proper and timely contract performance. The contractor shall be solely responsible for hazardous material transport permits and licenses.

### 3.9 Publications Management

3.9.1 General: The contractor shall order and maintain publications from appropriate military and commercial sources, which are required for performance of this PWS. The contractor shall request approval from the SOFSA ACO prior to ordering any classified publication or document.

### 3.10 Transition Management

3.10.1 General: The period from contract award to 30 September 2003 will be used as the transition period to conduct the activities required to convert all ongoing work from one contract to another. The contractor shall be responsible for orderly and timely transitions both at the beginning of contract performance and at the expiration or termination of the contract. The contractor shall ensure that all work placed under its control before and during either transition period is successfully completed or transferred. Paragraph 3.10.2, "Successor Transition" defines requirements for the beginning of the contract. Paragraph 3.10.3, "Incumbent Transition" defines requirements for the end of the contract. The contractor's transition plans shall address work in process to assure all delivery schedules are achieved. The contractor(s) shall provide the SD a detailed transition plan, including milestones and success metrics. The successor contractor transition plan is due 30 days after contract award. (CDRL A026) The incumbent contractor shall develop a transition plan one year prior to the contract expiration date. (CDRL A027)

#### 3.10.2 Successor Transition

3.10.2.1 General: The contractor shall develop a plan to transition full responsibility for contract performance from the preceding contractor. Transition will begin at contract award. The contractor shall identify the critical path to completing a successful transition and propose a schedule. For work funded with funds that have expired for appropriation or for which funding is expiring at the end of fiscal year 2003, the current contractor has agreed to novate the work to the winning contractor for completion on the current contract. Within 30 days of contract award, the winning contractor shall complete and provide to the Government a novation agreement of all remaining work efforts as of 1 October 2003. All other work will be transitioned to the newly awarded contract. The Government shall provide, to the successor contractor, a list of the TOs which will remain uncompleted at the end of the current contract term, when received by the incumbent contractor. All new work to be placed on the successor contract will be proposed by the 15<sup>th</sup> of September 2003, so that the Government has time to negotiate the final prices and place these efforts on contract for commencement of performance on 1 October 2003.

3.10.2.2 Personnel: The contractor shall provide a schematic of their proposed organization and explain the functional responsibilities of each depicted work group. The contractor shall identify key management and supervisory personnel for each group and provide individual background information on their work experience. The contractor also shall identify key workers by labor category for each group and provide individual background information on their work experience and skill level. If the contractor proposes a phase-in period during which key personnel are added to the organization, the contractor shall explain how it will accomplish assigned contractual tasks during this period and shall provide a timeline showing organizational growth to full strength. For key personnel identified in the transition plan but not in the employment of the contractor at the time of contract award (hereinafter called conditional employees), the contractor shall provide documentary evidence of the conditional employee's commitment to the contractor and specify an expected employment date. Conditional employees may be proposed against any position. The contractor shall address personnel security clearance requirements in the transition plan.

3.10.2.3 Equipment and Supplies: The contractor shall explain how it will inventory and accept responsibility for in-place equipment and supplies. This inventory shall include all GFP. The contractor shall identify any additional equipment or supplies required for the transition period.

3.10.2.4 Facilities: The contractor shall explain the transition of facility maintenance and utilities. The contractor shall identify any facilitization required during the transition period.

3.10.2.5 Accounting System: The contractor shall prepare and process estimates at completion (EAC) for all work initiated but not completed under the current contract, and all incoming proposals in response to statements

of objectives (SOO) for new workload which will begin on 1 October 2003. Historically, there have been approximately 400-600 open TOs requiring EACs, plus another 250 incoming SOOs requiring contractor-developed proposals. All EACs and proposals for new workloading shall be in the Government's possession by 1 September 2003 to allow for completion of evaluation and negotiation by 30 September 2003. During the transition period, the successor contractor will be allowed full access to the facilities, the current status of each project and any other Government owned information required for a successful transition. Work initiated under the existing contract shall continue through 30 September 2003 and shall begin under this contract on 1 October 2003 unless otherwise specified and approved by the Procuring Contracting Officer.

3.10.2.6 Novation Agreement: The successor contractor shall enter into a Novation Agreement with the incumbent for those ongoing projects which cannot be transferred to the new contract. Contract USZA22-97-C-0013 shall be novated to the contractor under the following conditions.

- a. The successor contractor agrees to assume all execution responsibility from the incumbent contractor for any carryover TOs through execution of a novation agreement.
- b. The incumbent contractor agrees to release all rights to execution of carryover TOs in exchange for execution of a novation agreement.
- c. The incumbent contractor is released from all liability associated with completion of the carryover TOs.
- d. A TO may be issued against the new contract directing the successor contractor to:
  - Provide adequate office space, computer access, telephone access, and any other supplies necessary to complete all transition activities, and;
  - To issue a purchase order to L-3 Communications to complete all transition activities required beyond 30 September 2003. It is expected that these activities will complete by 31 October 2003.

### 3.10.3 Incumbent Transition

3.10.3.1 General: The contractor shall develop a plan to transition full responsibility for contract performance to the succeeding contractor. This transition period shall begin one year prior to contract expiration or termination. The plan shall address the following attributes.

3.10.3.1.1 The contract period for this Cost Plus Award Fee/Term contract is one year with four one-year optional performance periods. The total contract period may be as long as ten years, based upon the ability of the contractor to earn additional award terms. In order for the Government to transition from this contract to the follow-on contract at the end of the contract period of performance, the contractor shall comply with the following cost proposal requirement.

3.10.3.1.2 The contractor shall propose completion of work efforts where the funds are expiring at the end of the contract performance period, or a stopping point where the completion of the work can occur by the issuance of a new TO on the successor contract, without a repeat of the work efforts already performed. At the Government's discretion, the contractor's final award fee assessment and/or outstanding unpaid invoiced amounts may be reduced by the amount of work required to duplicate efforts placed on the current contract, in order to complete the work efforts on the successor contract. Similarly, work efforts not timely completed in accordance with the contractor's proposed work schedule which result in the loss of funds, may, at the Government's discretion result in a reduction of the award fee or invoiced amounts payable under the contract in an amount equal to the funding amounts for which obligation authority has expired. In mitigation of this, the contractor can propose methodologies for work completion in accordance with then current contracting and fiscal laws and regulations, which may be accepted at the Contracting Officer's discretion.

3.10.3.1.3 Once the incumbent contractor has determined that the work requirement for proposed efforts under the contract will exceed the remaining performance period of the contract, a cost proposal or cost estimate shall be provided that includes transitioning the contract to the successor contractor at a convenient point prior to the completion of the contract performance period. All efforts proposed for completion during the existing period of

performance under this contract shall provide, as a final deliverable, a product which will permit the successor contractor to continue performance through to task completion, without repeating efforts performed under this contract.

3.10.3.1.4 All requirements that must be performed following the completion of the overall contract period of performance, shall be proposed as a separate effort, that may, without renegotiations, be placed on a subsequent follow-on contract, should the contractor win the follow-on competitive award. The contractor shall take particular care to ensure that the proposed performance in the final year of the contract is completed by the last day of the contract term.

3.10.3.2 Accounting System: The contractor shall provide sufficient information on work remaining to the successor contractor to allow an efficient, uninterrupted transfer of work to the successor. When tasked to execute the Transition Plan, the incumbent shall propose and the Government will approve both the list of work remaining to be transferred and the list of data elements to be provided to the successor.

3.10.3.3 Personnel: The contractor shall explain how it will mitigate the loss of key personnel during the transition.

3.10.3.4 Equipment and Supplies: The contractor shall provide a plan for the comprehensive inventory of all in-place equipment and supplies including all GFP. The plan shall include a method for turnover of inventory responsibility to the successor contractor that ensures positive control for all items during the transition period.

3.10.3.5 Facilities: The contractor shall provide a plan for the comprehensive inspection of all assigned facilities to identify damage or discrepancies prior to assumption of facilities responsibility by the successor contractor. The plan shall provide for turnover of all documentation regarding modifications and changes to facilities to include as-built drawings. The incumbent contractor shall transition of both utilities and facilities maintenance is accomplished without disruption or break in service. The plan shall address the transition of any facility modification begun but not completed by the incumbent. The incumbent contractor shall transition all uncompleted work to the successor contractor.

4.0 Government Furnished Property: Attachment 02, entitled "Government Furnished Property Listing," includes the list of GFP provided under this contract. Attachment 03, entitled "Government Furnished Computer Software," includes the list of GFS provided under this contract. Updates to the contract GFP listing shall be provided by the contractor quarterly and upon approval by the Government will be incorporated into the contract by modification. (CDRL A008)

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

5652.247-9000 Packaging & Marking - F.O.B. Destination (1998)

The shipping, address, contract number, device number, and any other "MARK FOR" information shall be clearly marked on the outside of all packages shipped under this contract. Information shall be easily identified without opening the package. This information shall also be included on the inside of all packages.

## Section E - Inspection and Acceptance

## GOVERNMENT INSPECTION AND ACCEPTANCE TERMS

Government inspection and acceptance shall be performed by the Government Requiring Activity Official (RAO) designated in each individual task order or by the SOFSA Contracting Officer.

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-7	Inspection Of Research And Development Fixed Price	AUG 1996
52.246-8	Inspection Of Research And Development Cost Reimbursement	MAY 2001
52.246-11	Higher-Level Contract Quality Requirement	FEB 1999
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

## CLAUSES INCORPORATED BY FULL TEXT

5652.246-9001 Material Inspection and Receiving Reports (DD 250) Addresses (2001)

Material Inspection and Receiving Reports shall be transmitted electronically in accordance with DFAR 252.246-7000 to the following addresses:

- a. One copy to the Payment Office: DFAS Rock Island OPLOC  
Building 68  
Rock Island Arsenal  
Rock Island, IL 61299
- b. One copy to Requiring Activity Address: Will be delineated on each individual task order.
- c. One copy to the SOFSA Contracting & Administration Office: SOFSA  
Bluegrass Station  
5479 Briar Hill Road  
Lexington, KY 40516

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

Delivery Instructions will be delineated in each individual task order.

## CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-29	F.O.B. Origin	JUN 1988
52.247-34	F.O.B. Destination	NOV 1991

## CLAUSES INCORPORATED BY FULL TEXT

## 5652.217-9000 Point of Delivery with Options (1998)

- (a) Place of Delivery. The delivery point will be delineated on each individual task order under FOB Destination terms.
- (b) It is anticipated this contract will contain a transition period from 1 April through 30 Sep 2003. The basic contract period will begin from 1 Oct 2003 through 30 Sep 2004. Period of performance for this contract, including the four option years, and possible five term incentive years, if earned, shall not exceed 30 Sep 2013.
- (c) Each option year will not exceed 12 months in duration unless sooner terminated under the terms of the contract. Any incentive periods awarded will not exceed 12 months per incentive period.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

5652.216-9000 Cost and Fixed Fee Information (1998) MAY 1999

CLAUSES INCORPORATED BY FULL TEXT

5652.232-9000 Funding Schedule (1998)

(a) In accordance with FAR 52.232-22 Funds in the amount of (will be delineated on individual task order should incremental funding be used) have been allotted to cover performance through (will be delineated on individual task order).

(b) It is anticipated that additional funds will be obligated in accordance with the following schedule:

(Funding schedule will be delineated on individual task order should incremental funding be used.)

5652.232-9003 Instructions to Paying Office (2001)

(a) The Contracting Office Point of Contact is:

Name: [Redacted]  
Organization Code: USSOCOM/SOAL-KB  
Telephone No: [Redacted]

Administrative Contracting Officer

Name: [Redacted]  
Organization Code: SOFSA ACO  
Telephone No: [Redacted]

(b) The Contracting Officer's Representative or Requiring Activity Official will be delineated on each individual task order.

(c) Payment will be made by the office designated in Block 12 on Standard Form 26, Block 25 on Standard Form 33, or Block 15 on DD form 1155, or otherwise designated paying office. Invoice(s) should be forwarded directly to the designated paying office.

(d) Payment to the contractor shall be mailed to the following address (Contractor to insert mailing address if other than address shown on SF-26, SF-33 or DD Form 1155):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(e) Special Payment Instructions: (Insert special paying instructions if any).

\_\_\_\_\_  
\_\_\_\_\_

## 5652.232-9004 Distribution of Vouchers/Invoices (2001)

- (a) The contractor shall forward vouchers/invoices to the addresses below in a simultaneous mailing.
- (1) The original and six (6) copies shall be submitted to the Government SOFSA CO Staff who will forward them to the appropriate Defense Finance Accounting Service (DFAS):

SOFSA, Bluegrass Station  
 ATTN: Finance & Acctg Office  
 P.O. Box 14063  
 Lexington, KY 40512-4063

- (2) One electronic copy shall be submitted to:

SOFSA  
 ATTN: SOFSA Contracting Officer  
 P.O. Box 14063  
 Lexington, KY 40512-4063

- (3) One electronic copy to the requiring activity as delineated on each individual task order.

(b) Contract Completion voucher shall be submitted to the DCAA Contract Auditor who will forward to the SOFSA Administrative Contracting Officer (ACO) for approval and transmittal to the cognizant disbursing office.

G.4 AWARD TERM ADMINISTRATION

## G.4 Award Term Administration Data:

- (a) Period of Performance. As described herein, the Government may award up to five one-year incentive terms based on overall contractor performance. The Award Term Plan will provide for evaluation of technical performance and utilize the Award Fee Plan and CPARS metrics to measure performance. The additional "award term" periods will be awarded by the Government based on overall contractor performance as evaluated in accordance with the contract's approved Award Term Plan.
- (b) Award Term Plan: The Award Term Plan will be approved by the Government and incorporated upon contract award (Attachment 07 to Section J). The Award Term Plan will serve as the basis for any award term decisions. The Award Term Plan may be revised by the Government and re-issued to the Contractor prior to the commencement of any 12-month evaluation period. An Award Term Determination Official (TDO) is responsible for the overall award term evaluation and award term decisions. The decision of the Award Term Determination Official will be final.

G.2 PAYMENT THROUGH GOVERNMENT

## G.2 Payment through Government Purchase Card Program

Payment will be made via through Defense Finance Accounting  ices not through Government Purchase Card Program

Payment through Government Purchase Card Program:

a. Payment by Government Purchase Card usually occurs within 72 hours of card transaction. Card transaction (payment) will be made upon receipt of appropriately certified invoices or vouchers submitted by the contractor.

(c) For further information see:

<http://purchasecard.sarda.army.mil>

and/or

<http://www.usband.com/impac/purchase.html>

### G.1 ACCOUNTING & APPR DATA

#### G.1 Accounting and Appropriation Data

All accounting and appropriation data will be completed at time of award and/or delineated in each individual task order.

### G.3 AWARD FEE ADMINISTRATION

#### G.3 Award Fee Administration Data

- (d) The award fee on cost plus award fee task orders is to encourage outstanding performance in key areas outlined in the Draft Award Fee Plan for Operation and Maintenance of the SOFSA located at Attachment 06 to Section J. The Plan outlines in detail the schedules and criteria for implementing this contract provision.
- (e) The contractor may earn and be paid all or a portion of the available Award Fee Pool as determined by the Fee Determining Official. The available award fee pool will be a maximum of [REDACTED] during the evaluation period, excluding those costs associated with overruns in specified projects. The decision of the Fee Determining Official (FDO) will be final.
- (f) Determination of Award Fee, if any, earned by the contractor, shall be determined semiannually. The amount actually available to be earned by the Contractor during any given award fee period will be determined by the amount of work actually performed during the period, less costs associated with any overruns. In no event shall any Award Fee be earned or paid in excess of the amount established as the maximum for each evaluation period. Unearned award fees cannot be recouped in subsequent evaluation periods.
- (g) The contractor's performance shall be continually monitored by an Award Review Board consisting of a chairperson and other designated members.
- (h) Before an evaluation period is started, the Government may unilaterally modify the award fee performance evaluation criteria and areas applicable to an evaluation period. At least 30 days prior to the start of the evaluation period, the Contracting Officer will notify the Contractor of any changes, in writing, and the award fee plan will be modified accordingly.
- (i) Performance Evaluation Cycle. The Award Review Board will perform the evaluation of the Contractor's effort during each period by:
  - (1) Reviewing the Contractor's performance as measured against the award fee evaluation criteria.

- (2) Having the Contractor brief the Award Review Board on its performance for the period being evaluated.
- (3) Reviewing the Contractor's written documentation describing its performance for the period being evaluated.
- (j) The contractor may invoice for the award fee when CPAF task orders have been modified to reflect the award fee determination amount.
- h. Payment of any award fee to the Contractor, as determined by the Fee Determining Official, will not be subject to the clauses of this contract entitle "Allowable Cost and Payment and "Termination (Cost Reimbursement)."

## Section H - Special Contract Requirements

### H.3 NORMAL WORK HOURS & AUTHOR

#### H.3 Normal Work Hours and Authorized Holidays.

Contract performance is in accordance with Section C and individual task orders and includes shift work as necessary to perform this contract. Contractor hours of operations are up to the discretion of the Contractor except unless otherwise stated in individual Task Orders. Normal hours of operations for SOFSA personnel range between 0600 to 1800 hrs. Holidays observed by the Government include:

- (k) January 1st
- (l) 3rd Monday of January
- (m) 3rd Monday of February
- (n) Last Monday of May
- (o) July 4th
- (p) 1st Monday of September
- (q) 2nd Monday of October
- (r) November 11th
- (s) 4th Thursday in November
- (t) December 25th

When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the proceeding Friday is observed as a holiday by U.S. Government Agencies.

### H.4 ORDERING PROCEDURES - TASK

#### H.4 Ordering Procedures – Task Orders

##### H.4. Ordering Procedures - Task Orders.

Soliciting Task Order Proposals. When the Government has a requirement for services to be performed under this contract, the SOFSA Contracting Officer will issue a request for task order proposal which will include, but not necessarily be limited to, the following:

- (u) Request for proposal number and/or title;
- (v) Statement of Objectives (SOO);
- (w) Instructions to Offeror, if applicable;
- (x) Items to be delivered and delivery schedule/performance period;
- (y) A listing of Government furnished property to be provided to the Contractor, if required; and
- (z) Other required information.

Urgent Requirements. In the event of an urgent requirement, the Contractor shall provide a written proposal within the timeframe specified by the Contracting Officer in the specified format.

Submission of Proposals. The Contractor shall submit the following in the proposal: 1) the Statement of Work that defines the work tasks necessary to best achieve the Government's objective; 2) a full cost estimate or rough order of magnitude (ROM) depending on the customer's requirement will be requested per the instructions to offerors; 3) a schedule and 4) a management plan setting forth the contractor's methodology for controlling the various factors affecting the proposed work tasks, schedule and cost. The Contractor shall have no more than 10 calendar days to submit their proposals, unless a) a longer timeframe is specified in the request for task order proposal, or b) a shorter timeframe is specified for an urgent requirement.

#### H.5 ISSUANCE OF TASK ORDERS

##### H.5 Issuance of Task Orders

- a. Upon receipt of the proposal, the Contracting Officer may:
- (aa) Issue a task order based upon the proposal furnished;
  - (bb) Negotiate with the Contractor prior to issuing a task order, or,
  - (cc) Reject the proposal and cancel the requirement.
- b. Task orders will be issued on DD Form 1155 "Order For Supplies and Services."
- c. Task order will be consecutively numbered, dated and shall include supporting documents as applicable.
- Fixed price task order will include a SOW; a Schedule, and a fixed price based on the contractor's proposal or other negotiated amount.
  - Cost plus award fee task orders will include a SOW; a Schedule; an estimated cost based on the contractor's proposal or other negotiated amount; and the contract approved maximum award fee percentage.
  - No profit or fee shall be allowed on task order modifications unless the modification is for additional work or an equitable adjustment negotiated in accordance with the clauses of this contract.

#### H.6 AUTHORIZED ORDERING OFFICE

##### H.6 Authorized Ordering Officers

Only appropriately approved Ordering Offices/Officers are authorized to issue Task Orders under this contract.

#### H.7 TASK ORDER COMPLETION

##### H.7 Task Order Completion

Within ninety (90) days of the completion of CPAF and FFP task orders, the contractor shall certify, in writing, to the SOFSA Contracting Officer that the task order has been completely billed, identify the remaining dollars that can be de-obligated, and advise that all deliverables have been received and accepted by the Government.

#### H.8 LOGISTICS SUPPORT PRIVILEGE

##### H.8 Logistics Support Privileges

- a. Logistics Support privileges may be authorized for Contractor personnel in overseas areas with prior approval of the overseas component commander. Authorized logistics support privileges will be within the discretion of the Contracting Officer but in no event will such support exceed that permitted under the Applicable Statute of Forces Agreement (SOFA), or other controlling regulations. Such support may include the following:
- (dd) Commissary (includes rationed items)
  - (ee) AFFES Facility (Military Exchange) (includes rationed items)
  - (ff) Military Banking Facility

- (gg) Military Postal Services – APO (Personal Mail Only)
- (hh) Petroleum and Oil Products
- (ii) Officer's or UCO/EM Club
- (jj) Armed Forces Recreation Facilities
- (kk) Class VI (Alcoholic beverages, includes rationed items)
- (ll) Customs Exemption
- (mm) Legal Assistance
- (nn) Local Government transportation for official Government business (nontactical vehicle)
- (oo) Local Morale/Welfare Recreation Services
- (pp) Mortuary Services
- (qq) Transient Billets
- (rr) POV (privately-owned vehicle) license/registration

b. The contractor/contractor personnel shall be responsible for the return of all logistics support items (i.e. ID cards, ration cards, POV tags and registration, POV and GOV operator's licenses, etc.) prior to the departure from an overseas area of operation.

**H.9 SMALL BUSINESS SUBCONTRACT**

**H.9 Small Business Subcontracting Goals**

CATEGORY	SOFSA SUBCONTRACTING GOALS
A. Total Small Business Concerns (including B through E)	15%
B. Small Disadvantaged Business	2.5%
C. Women-Owned Small Business	2%
D. HUBZone Small Business	1%
E. Disabled Veteran-Owned Small Business	1%

The contractors ability to meet the above goals will be measured through the metrics contained in the Award Fee Plan. Failure to meet the goals may be reflected in a reduced award fee as determined by the Award Fee Determining Official

**CLAUSES INCORPORATED BY FULL TEXT**

**5652.228-9000 Required Insurance (2000)**

The kinds and minimum amounts of insurance required in accordance with 52.228-5 "Insurance-Work on a Government Installation" are as follows:

TYPE	AMOUNT
Automobile Bodily Injury Liability	\$200,000 per person/ \$500,000 per occurrence ( <i>EXAMPLE</i> )
Property Damage Liability	\$20,000 per occurrence
Workers Compensation & Occupational Disease	As required by federal and State Statutes
Employer's Liability	\$100,000

#### 5652.245-9001 Schedule of Government-Furnished Material (2001)

The Government will furnish material in accordance with the Government Furnished Property (GFP) clause of the contract for use in the performance of this contract. A list of the Government Furnished Equipment is located as an attachment in Section J to this contract. Any additional GFP that may be required in support of individual task orders shall be delineated in the task order.

#### H.1 MINIMUM AND MAXIMUM AMOUNT

H.1 Contract Minimum and Maximum Amounts. The minimum amount for this contract is \$10M per award for the total contract period. The maximum amount for this contract is \$1.5 Billion per award for the basic contract period, four options years and including all potential term incentives.

#### H.2 CONTRACTOR IDENTIFICATION

##### H.2 Contractor Identification.

Contractor employees shall wear a Government-issued badge while in Government facilities. Contractor employees are required to clearly identify themselves as a contractor at all times whether in person or on the telephone. Further, sub-contractors must identify their respective prime contractors.

If a contractor employee leaves the company or moves to a different agency for support under this contract they will be required to "*check-out*" with their Government representative (RAO) and turn their badge into the Security Management Office (SMO) and clear all computer systems to which they have access.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	FEB 2002
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-18	Ordering	OCT 1995
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-23	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns	MAY 2001
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-19	Child Labor--Cooperation with Authorities and Remedies	DEC 2001
52.222-20	Walsh-Healy Public Contracts Act	DEC 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998

52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-3 Alt I	Hazardous Material Identification and Material Safety Data - Alternate I	JUL 1995
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-2	Payments Under Fixed-Price Research And Development Contracts	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1 Alt I	Disputes (Dec 1998) - Alternate I	DEC 1991
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996

52.244-6	Subcontracts for Commercial Items	MAY 2002
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JAN 1986
52.245-11	Government Property (Facilities Use)	APR 1984
52.245-18	Special Test Equipment	FEB 1993
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	APR 1984
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-11	Termination of Work (Consolidated Facilities or Facilities Acquisition)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7007	Buy American Act-Trade Agreements-Balance of Payments	FEB 2002
252.225-7008	Supplies To Be Accorded Duty-Free Entry	MAR 1998
252.225-7010	Duty-Free Entry--Additional Provisions	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7014	Preference For Domestic Specialty Metals	MAR 1998
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.225-7037	Duty Free Entry--Eligible End Products	AUG 2000
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 1998
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts	SEP 2001

252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.228-7001	Ground And Flight Risk	SEP 1996
252.228-7002	Aircraft Flight Risk	SEP 1996
252.228-7003	Capture and Detention	DEC 1991
252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.235-7003	Frequency Authorization	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.242-7004	Material Management And Accounting System	DEC 2000
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002
5652.252-9000	Notice of Incorporation of Section K (1998)	MAY 1999

#### CLAUSES INCORPORATED BY FULL TEXT

52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989) - ALTERNATE I (JAN 1997).

(Contracting Officer shall insert details)

(a) The Contractor shall test the number of unit(s) of Lot/Item specified in the SOW for each individual task order as specified in this contract. At least 2 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 10 calendar days from the date of the identified Task Order to the SOFSA ACO marked "FIRST ARTICLE TEST REPORT: Contract No. USZA22-03-D-0006, Task Order *TBD*, Lot/Item No. *TBD*." Within 10 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(h) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the offeror/contractor and have been accepted by the Government. The offeror/contractor may request a waiver.

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

(End of clause)

#### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$10 Million;

(2) Any order for a combination of items in excess of \$20 Million; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Section H, Clause H.1 as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Section H, Clause H.1 as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 March 2014, should all option years be exercised and all incentive years be earned.

(End of clause)

#### 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 anytime prior to the expiration of the contract provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 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 ten (10) years.

(End of clause)

## 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \_\_\_\_\_ or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

**52.232-25 PROMPT PAYMENT (FEB 2002) *(Paragraphs (a)(1)(i) and (ii) is changed to read invoice payments due dates are changed from: 30 day to: 14 days. In consideration for this change, the Government will receive a forward pricing special G&A allocation rate of \_\_\_\_\_ for 2003 without retro-adjustment)***

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 14th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 14th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 14th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
- (viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (ix) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (x) Any other information or documentation required by the contract (e.g., evidence of shipment).
- (4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.
- (i) The designated billing office received a proper invoice.
- (ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
- (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual

acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

#### 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):

[Insert one or more Internet addresses]

#### 252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)

(a) Definition.

"Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1, paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

	National stock number	Sensitivity category
Nomenclature		

#### ***TBD Per Individual Task Order when applicable***

(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The Contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

(e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.

(f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier--

- (1) For the development, production, manufacture, or purchase of AA&E; or
  - (2) When AA&E will be provided to the subcontractor as Government-furnished property.
- (g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

#### 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

- (1) In all subcontracts under this contract, if this contract is a construction contract; or
- (2) If this contract is not a construction contract, in all subcontracts under this contract that are for--
  - (i) Noncommercial items; or
  - (ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

#### 5652.201-9000 Contracting Officer's Representative (2000)

- (a) In accordance with DFARS 252.201-7000 the Contracting Officer may appoint one or more Government employees as Contracting Officer's Representatives (CORs).
- (b) The appointments will be in writing, signed by the Contracting Officer, and set forth the authority granted to and the limitations of the COR. The contractor shall acknowledge receipt of appointment letters in writing and forward one signed copy back to the Contracting Officer.
- (c) The Contracting Officer will notify the Contractor in writing of COR appointment changes or revocations. *To be completed after contract award:*
- (c) A COR, if required, will be delineated in individual task order.

Name: \_\_\_\_\_  
 Phone number: \_\_\_\_\_  
 E-mail: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_

#### 5652.204-9002 Instructions for the Use of Electronic Contracts (2000)

In accordance with DoD policy, this solicitation and the resulting contract will be executed and documented through electronic means. As a result, the use of the terms "documented," "copy," "printed," "in writing," or "written" within this document shall refer to all electronically transmitted documents that will become part of the electronic contract file and an official government record. Any reference to official signatures and signed documents shall refer to electronic signatures. Whenever an electronic signature is used it shall have to full force and effect as a handwritten signature.

#### 5652.228-9001 Liability-Flight Operations (1998)

The Government shall not be held responsible for damages to property (except as provided in FAR 52.246-25 "Limitation of Liability-Services") or for injuries or death to persons which might occur without fault on the part of the Government as a result of, or incident to, performance of the contractor with the exception of work directly related to aircraft flight as defined by DFARS 252.228-7002 "Aircraft Flight Risk".

#### 5652.237-9000 Contractor Personnel Changes (1998)

- The contractor shall have the right to remove his personnel assigned to perform the tasks hereunder and to substitute other qualified personnel provided that the Contracting Officer is notified of such removal and replacement. The contractor shall notify the Contracting Officer prior to such change, giving the new employee's name, security clearance and technical qualifications.
- Any removals or replacements for the convenience of the contractor shall be at no additional cost to the Government. Cost to be borne by the contractor include but are not limited to time of travel, travel and training costs for replacement personnel.

- Removals or replacements of contractor personnel shall be considered for the convenience of the contractor except when such removal is for:
  - (ss) employees removed as a result of cancellation or completion of the contract,
  - (tt) employees replaced due to death or incapacitating illness or injury,
  - (uu) or employees removed or replaced at the Government's request.
  
- If any employee removes him/herself from the employ of the contractor, such removal will be at no additional cost to the Government.

5652.237-9001 Key Personnel Requirements (1998)

- (a) Certain experienced professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. Such personnel are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the proposal. The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with the following:
  - 1) If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall, subject to the concurrence of the Contracting Officer or an authorized representative, promptly replace personnel with personnel of equal ability and qualifications.
  - 2) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute, and any other information requested by the Contracting. The Contracting promptly notify the contractor of approval or disapproval in writing.
  
- (b) If the Contracting Officer determines that suitable and timely replacement of Key Personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair successful completion of the contract, the Contracting Officer may terminate the contract for default or for the convenience of the Government, as appropriate, or make an equitable adjustment to the contract to compensate the Government for any resultant delay, loss or damage.
  
- (c) The follow positions are identified as Key Personnel:
  - (1) Facility Director
  - (2) Chief, Project/Program Management
  - (3) Chief, Management Information Systems
  - (4) Quality Assurance Manager
  - (5) Chief, Contracts/Subcontracts Management
  - (6) Chief, Engineering & Logistics
  - (7) Chief, Industrial Operations

5652.239-9000 Privacy or Security Safeguards. (2000)

- (vv) The details of any privacy or security safeguards that may be revealed to the contractor by the Government in the course of performance under this contract shall not be published or disclosed in any manner without the Contracting Officer's express written consent.
- (ww) The Government shall be afforded full, free, and uninhibited access to all facilities, installations, technical capabilities, operations, documentation, records, and data bases for the purpose of carrying out a program of inspection to ensure continued efficacy and efficiency of safeguards against threats and hazards to data security, integrity, and confidentiality.
- (xx) If either the Government or the contractor discovers new or unanticipated threats or hazards, or if existing safeguards have ceased to function, then a mutual agreement shall then be reached on the changes or corrections to existing safeguards or institution of new safeguards, with final determination of appropriateness to be determined by the Government. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, unless the ineffectiveness of existing safeguards is due to the fault of the contractor in which case the Government is not liable for any equitable adjustment.
- (yy) The Government shall not be liable for claims of loss of business, damage to reputation, or damages of any other kind arising from the discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.
- (e) The contractor agrees to incorporate this clause in all subcontracts at all tiers.

D5652.246-9002 Statement of Services Rendered and Accepted (2001)

- (a) Supplies, services or assets shall be shipped and received by DD 1348-1, DD 1549, vendor packing list/invoice, DD Form 250 or other form approved by the SOFSA Contracting Officer.
- (b) The contractor shall submit an invoice/voucher on SF 1034, Public Voucher, indicating certification of services performed, subject to later audit, to the SOFSA, who in turn shall forward the voucher to the payment office and provide a copy to the Contracting Officer.

## Section J - List of Documents, Exhibits and Other Attachments

## Section J - Table Of Contents for List of Attachments and Exhibits

Attachment	Title & Description	Date	No of Pages
01	DD Form 254, Contract Security Classification Specification	03/19/2002	6
02	Government Furnished Property Listing – 1 <sup>st</sup> Qtr 2003	03/14/2003	1,004
03	Government Furnished Computer Software	06/13/02	3
04	MIS Architecture	06/13/02	1
05	SOFSHA Hazardous Waste List	05/23/02	5
06	Award Fee Plan	03/14/03	25
07	Award Term Plan	03/14/03	7
08	Minimum Qualifications for Key Functions	05/23/02	1
09	Small Business Subcontracting Plan	12/20/02	12
10	Area Wage Determination No: 94-2028, AZ, Yuma, Revision No: 12 dated 05/10/2002	05/10/2002	9
11	Area Wage Determination No: 94-2048, CA, Los Angeles/Santa Ana, Revision No: 18	09/10/2002	9
12	Area Wage Determination No: 94-2058, CA, San Diego, Revision No: 25	09/05/2002	9
13	Area Wage Determination No: 94-2080, CO, Colorado Springs, Revision No: 18	03/01/2002	9
14	Area Wage Determination No: 94-2104, DC, District-Wide, Revision No: 20	10/04/2002	10
15	Area Wage Determination No: 94-2122, FL Northwest FL	09/25/2002	10
16	Area Wage Determination No: 94-2134, GA, Atlanta, Revision No: 17	06/28/2002	10
17	Area Wage Determination No: 94-2138, GA, Columbus, Revision No: 17	06/10/2002	10
18	Area Wage Determination No: 94-2140, GA, Macon, Revision No: 18	04/12/2002	10
19	Area Wage Determination No: 94-2142, GA, Savannah, Revision No: 21	04/03/2002	10
20	Area Wage Determination No: 94-2154, HI, Island-Wide, Revision No: 25	02/15/2002	9
21	Area Wage Determination No: 94-2188, IN, Evansville, Revision No: 14	09/05/2002	10
22	Area Wage Determination No: 94-2222, KY, Lexington, Revision No: 21	08/19/2002	10
23	Area Wage Determination No: 94-2234, LA, New Orleans, Revision No: 15	04/12/2002	9
24	Area Wage Determination No: 94-2362, NM, Albuquerque, Revision No: 14	03/19/2002	10
25	Area Wage Determination No: 94-2394, NC Fayetteville, Revision No: 18	03/27/2002	10
26	Area Wage Determination No: 94-2544, VA, Norfolk, Revision No: 25	06/24/2002	10
27	Area Wage Determination No: 94-2568, WA,	08/15/2002	9

	Tacoma, Revision No: 17		
<b>Exhibits</b>			
A001 thru A027	Contract Data Requirement List	3/14/03	27