

| | | | | | |
|--|---|--|--|-----------------------------|---------------------------------------|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING | PAGE OF PAGES 1 86 87 |
| 2. CONTRACT NO. H92222-10-D-0018 | 3. SOLICITATION NO. H92222-09-R-0034 | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 5. DATE ISSUED 10 Sep 2009 | 6. REQUISITION/PURCHASE NO. | |
| 7. ISSUED BY HQ USSOCOM SORDAC-K ATTN: DEANNA COX 7701 TAMPA POINT BLVD MACDILL AFB FL 33621 | | CODE H92222 | 8. ADDRESS OFFER TO See Item 7 | | CODE |
| | | TEL: 813-282-8795 X6109 FAX 813-286-2264 | | | TEL: FAX |

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until 02:00 PM local time 26 Oct 2009
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

| | | | |
|---------------------------|---------|---|-------------------|
| 10. FOR INFORMATION CALL: | A. NAME | B. TELEPHONE (Include area code) (NO COLLECT CALLS) | C. E-MAIL ADDRESS |
|---------------------------|---------|---|-------------------|

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

| | | | | |
|--|---------------|------|---------------|------|
| 14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated): | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
| | | | | |

| | | | |
|---|------------|----------------|---|
| 15A. NAME AND ADDRESS OF OFFEROR | CODE 096A3 | FACILITY 096A3 | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) |
| JACOBS TECHNOLOGY INC. LARRY TELLMAN 5401 W KENNEDY BLVD STE 900 TAMPA FL 33609-2467 | | | |

| | | | |
|---|--|---------------|----------------|
| 15B. TELEPHONE NO (Include area code) 813-282-3500 EXT 222 | 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/> | 17. SIGNATURE | 18. OFFER DATE |
|---|--|---------------|----------------|

AWARD (To be completed by Government)

| | | |
|-----------------------------------|----------------------|----------------------------------|
| 19. ACCEPTED AS TO ITEMS NUMBERED | 20. AMOUNT \$0.00 | 21. ACCOUNTING AND APPROPRIATION |
|-----------------------------------|----------------------|----------------------------------|

| | |
|---|--|
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c)) | 23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified) |
|---|--|

| | | | |
|---|-------------|--|-------------|
| 24. ADMINISTERED BY (If other than Item 7) DCMA ST PETERSBURG GADSDEN BLDG SUITE 200 9549 KOGER BLVD. ST PETERSBURG FL 33702-2455 | CODE S1109A | 25. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264 | CODE HQ0338 |
|---|-------------|--|-------------|

| | | |
|---|--|-------------------------------|
| 26. NAME OF CONTRACTING OFFICER (Type or print) DEANNA R COX TEL: 813-282-8795 x6109 EMAIL: deanna.cox@socom.mil | 27. UNITED STATES OF AMERICA (b)(6) (Signature of Contracting Officer) | 28. AWARD DATE 30-Apr-2010 |
|---|--|-------------------------------|

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

CONTRACT MINIMUM/MAXIMUM VALUE

The minimum value for each contract is \$2,500.00. The maximum value for the Global Battlestaff and Program Support (GBPS) program is \$1.5B total over all prime contracts during the entire period of performance. There is no ceiling per prime contract. To satisfy the minimum guarantee of this contract, prime contract awardees will be issued a direct non-competitive task order at time of contract award.

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY UNDEFINED | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|------------------------------|------|----------------------|------------|
| 0001 | FFP-Base Period FFP Firm Fixed Price Task orders (FFP) IAW FAR 16.202-1 shall be issued against this CLIN for Ordering Period 1, Basic Year POP 1 May 2010-30 Apr 2011. Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services. FOB: Destination | | | UNDEFINED | \$0.00 |
| | | | | <hr/> MAX NET AMT | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--------------------------------|--------------|------|------------|------------|
| 0002 | FFP LOE-Base Period FFP-LOE | UNDEFINED | | UNDEFINED | \$0.00 |

Task orders appropriate for FFP LOE contract type IAW FAR 16.207-1 shall be issued against this CLIN for Ordering Period 1, Basic Year POP 1 May 2010-30 Apr 2011. Task orders or portions of task orders exceeding \$100K shall not utilize this CLIN IAW FAR 16.207-3 (d). Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services.

FOB: Destination

| | |
|---------------|--------|
| MAX NET AMT | \$0.00 |
| CEILING PRICE | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--------------------------------|--------------|------|------------|------------|
| 0003 | CPFF Term -Base Period CPFF | UNDEFINED | | UNDEFINED | \$0.00 |

Task orders appropriate for CPFF contract type IAW FAR 16.306 shall be issued against this CLIN for Ordering Period 1, Basic Year POP 1 May 2010-30 Apr 2011. Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services.

FOB: Destination

| | |
|----------------------|-----------|
| MAX COST | UNDEFINED |
| FIXED FEE | UNDEFINED |
| TOTAL MAX COST + FEE | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|--------------|------|------------|------------|
| 0004 | | UNDEFINED | | UNDEFINED | \$0.00 |

FPI Firm Target-Base Period

FPI

Task orders appropriate for FPI contract type LAW FAR 16.403 shall be issued against this CLIN for Ordering Period 1, Basic Year POP 1 May 2010-30 Apr 2011. Target Cost, Target Profit, Share Ratios, and Price Ceilings will be established at the task order levels. Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services.

FOB: Destination

| | |
|--------------------------|--------------|
| TARGET COST | \$0.00 |
| TARGET PROFIT | \$0.00 |
| TOTAL TARGET PRICE | <hr/> \$0.00 |
| CEILING PRICE | UNDEFINED |
| SHARE RATIO ABOVE TARGET | |
| SHARE RATIO BELOW TARGET | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|--|--------------------------|--------------|------|--------------------------|------------|
| 0005 | CPIF-Base Period CPIF | UNDEFINED | | UNDEFINED | \$0.00 |
| <p>Task orders appropriate for CPIF contract type IAW FAR 16.405-1 shall be issued against this CLIN for Ordering Period 1, Basic Year POP 1 May 2010-30 Apr 2011. The target cost, a target fee, minimum and maximum fees, and a fee adjustment formula will be established at the task order levels. Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services.</p> <p>FOB: Destination</p> | | | | | |
| | | | | TARGET COST | UNDEFINED |
| | | | | TARGET FEE | UNDEFINED |
| | | | | TOTAL TGT COST + FEE | \$0.00 |
| | | | | MINIMUM FEE | \$0.00 |
| | | | | MAXIMUM FEE | \$0.00 |
| | | | | SHARE RATIO ABOVE TARGET | |
| | | | | SHARE RATIO BELOW TARGET | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---|--|--------------|------|------------|------------|
| 0006 | Cost Reimbursable Travel-Base Period COST | UNDEFINED | | UNDEFINED | \$0.00 |
| <p>This CLIN will be utilized in conjunction with specific task orders if the Government cannot with reasonable certainty determine the anticipated travel requirements at the time of task order issuance. If the Government will require use of this CLIN, it will be specified in the Task order Instruction to offerors. If the government can reasonably determine the travel requirements this CLIN will not be used. There is no Fee allowable under this CLIN. POP 1 May 2010-30 Apr 2011</p> <p>FOB: Destination</p> | | | | | |
| | | | | MAX COST | UNDEFINED |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|--------------|------|-------------|------------|
| 1001 | FFP-Base Period FFP Firm Fixed Price Task orders (FFP) IAW FAR 16.202-1 shall be issued against this CLIN for Ordering Period 1, Basic Year POP 1 May 2011-30 Apr 2012. Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services. FOB: Destination | UNDEFINED | | UNDEFINED | \$0.00 |
| | | | | MAX NET AMT | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|--------------|------|---------------|------------|
| 1002 | FFP LOE-Base Period FFP-LOE Task orders appropriate for FFP LOE contract type IAW FAR 16.207-1 shall be issued against this CLIN for Ordering Period 1, Basic Year POP 1 May 2011-30 Apr 2012. Task orders or portions of task orders exceeding \$100K shall not utilize this CLIN IAW FAR 16.207-3 (d). Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services. FOB: Destination | UNDEFINED | | UNDEFINED | \$0.00 |
| | | | | MAX NET AMT | \$0.00 |
| | | | | CEILING PRICE | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|--------------|------|----------------------|---------------|
| 1003 | CPFF Term -Base Period CPFF | UNDEFINED | | UNDEFINED | \$0.00 |
| | Task orders appropriate for CPFF contract type IAW FAR 16.306 shall be issued against this CLIN for Ordering Period 1, Basic Year POP 1 May 2011-30 Apr 2012. Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services. | | | | |
| | FOB: Destination | | | | |
| | | | | MAX COST | UNDEFINED |
| | | | | FIXED FEE | UNDEFINED |
| | | | | TOTAL MAX COST + FEE | <u>\$0.00</u> |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|--------------|------|--------------------------|---------------|
| 1004 | FPI Firm Target-Base Period FPI | UNDEFINED | | UNDEFINED | \$0.00 |
| | Task orders appropriate for FPI contract type IAW FAR 16.403 shall be issued against this CLIN for Ordering Period 1, Basic Year POP 1 May 2011-30 Apr 2012. Target Cost, Target Profit, Share Ratios, and Price Ceilings will be established at the task order levels. Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services. | | | | |
| | FOB: Destination | | | | |
| | | | | TARGET COST | \$0.00 |
| | | | | TARGET PROFIT | \$0.00 |
| | | | | TOTAL TARGET PRICE | <u>\$0.00</u> |
| | | | | CEILING PRICE | UNDEFINED |
| | | | | SHARE RATIO ABOVE TARGET | |
| | | | | SHARE RATIO BELOW TARGET | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|--------------|------|--------------------------|------------|
| 1005 | CPIF-Base Period CPIF | UNDEFINED | | UNDEFINED | \$0.00 |
| | Task orders appropriate for CPIF contract type IAW FAR 16.405-1 shall be issued against this CLIN for Ordering Period 1, Basic Year POP 1 May 2011-30 Apr 2012. The target cost, a target fee, minimum and maximum fees, and a fee adjustment formula will be established at the task order levels. Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services. | | | | |
| | FOB: Destination | | | | |
| | | | | TARGET COST | UNDEFINED |
| | | | | TARGET FEE | UNDEFINED |
| | | | | TOTAL TGT COST + FEE | \$0.00 |
| | | | | MINIMUM FEE | \$0.00 |
| | | | | MAXIMUM FEE | \$0.00 |
| | | | | SHARE RATIO ABOVE TARGET | |
| | | | | SHARE RATIO BELOW TARGET | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|--------------|------|------------|------------|
| 1006 | Cost Reimbursable Travel COST | UNDEFINED | | UNDEFINED | \$0.00 |
| | This CLIN will be utilized in conjunction with specific task orders if the Government cannot with reasonable certainty determine the anticipated travel requirements at the time of task order issuance. If the Government will require use of this CLIN, it will be specified in the Task order Instruction to offerors. If the government can reasonably determine the travel requirements this CLIN will not be used. There is no Fee allowable under this CLIN. POP 1 May 2011-30 Apr 2012 | | | | |
| | FOB: Destination | | | | |
| | | | | MAX COST | UNDEFINED |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|--------------|------|-------------|------------|
| 2001 | FFP-Base Period FFP Firm Fixed Price Task orders (FFP) IAW FAR 16.202-1 shall be issued against this CLIN for Ordering Period 1, Basic Year POP 1 May 2012-30 Apr 2013. Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services. FOB: Destination | UNDEFINED | | UNDEFINED | \$0.00 |
| | | | | MAX NET AMT | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|--------------|------|---------------|------------|
| 2002 | FFP LOE-Base Period FFP-LOE Task orders appropriate for FFP LOE contract type IAW FAR 16.207-1 shall be issued against this CLIN for Ordering Period 1, Basic Year POP 1 May 2012-30 Apr 2013. Task orders or portions of task orders exceeding \$100K shall not utilize this CLIN IAW FAR 16.207-3 (d). Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services. FOB: Destination | UNDEFINED | | UNDEFINED | \$0.00 |
| | | | | MAX NET AMT | \$0.00 |
| | | | | CEILING PRICE | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|--------------|------|----------------------|---------------|
| 2003 | CPFF Term -Base Period CPFF | UNDEFINED | | UNDEFINED | \$0.00 |
| | Task orders appropriate for CPFF contract type IAW FAR 16.306 shall be issued against this CLIN for Ordering Period 1, Basic Year POP 1 May 2012-30 Apr 2013. Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services. | | | | |
| | FOB: Destination | | | | |
| | | | | MAX COST | UNDEFINED |
| | | | | FIXED FEE | UNDEFINED |
| | | | | TOTAL MAX COST + FEE | <u>\$0.00</u> |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|--------------|------|--------------------------|---------------|
| 2004 | FPI Firm Target-Base Period FPI | UNDEFINED | | UNDEFINED | \$0.00 |
| | Task orders appropriate for FPI contract type IAW FAR 16.403 shall be issued against this CLIN for Ordering Period 1, Basic Year POP 1 May 2012-30 Apr 2013. Target Cost, Target Profit, Share Ratios, and Price Ceilings will be established at the task order levels. Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services. | | | | |
| | FOB: Destination | | | | |
| | | | | TARGET COST | \$0.00 |
| | | | | TARGET PROFIT | \$0.00 |
| | | | | TOTAL TARGET PRICE | <u>\$0.00</u> |
| | | | | CEILING PRICE | UNDEFINED |
| | | | | SHARE RATIO ABOVE TARGET | |
| | | | | SHARE RATIO BELOW TARGET | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|--|--------------|------|--------------------------|------------|
| 2005 | CPIF-Base Period CPIF | UNDEFINED | | UNDEFINED | \$0.00 |
| | <p>Task orders appropriate for CPIF contract type LAW FAR 16.405-1 shall be issued against this CLIN for Ordering Period 1, Basic Year POP 1 May 2012-30 Apr 2013. The target cost, a target fee, minimum and maximum fees, and a fee adjustment formula will be established at the task order levels. Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services.</p> <p>FOB: Destination</p> | | | | |
| | | | | TARGET COST | UNDEFINED |
| | | | | TARGET FEE | UNDEFINED |
| | | | | TOTAL TGT COST + FEE | \$0.00 |
| | | | | MINIMUM FEE | \$0.00 |
| | | | | MAXIMUM FEE | \$0.00 |
| | | | | SHARE RATIO ABOVE TARGET | |
| | | | | SHARE RATIO BELOW TARGET | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|---|--------------|------|------------|------------|
| 2006 | Cost Reimbursable Travel COST | UNDEFINED | | UNDEFINED | \$0.00 |
| | <p>This CLIN will be utilized in conjunction with specific task orders if the Government cannot with reasonable certainty determine the anticipated travel requirements at the time of task order issuance. If the Government will require use of this CLIN, it will be specified in the Task order Instruction to offerors. If the government can reasonably determine the travel requirements this CLIN will not be used. There is no Fee allowable under this CLIN. POP 1 May 2012-30 Apr 2013</p> <p>FOB: Destination</p> | | | | |
| | | | | MAX COST | UNDEFINED |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|-------------|------------|
| 3001 OPTION | FFP-First Option Period FFP Firm Fixed Price Task orders (FFP) IAW FAR 16.202-1 shall be issued against this CLIN for Ordering Period 2, First Option POP 1 May 2013-30 Apr 2014. Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services. FOB: Destination | UNDEFINED | | UNDEFINED | \$0.00 |
| | | | | MAX NET AMT | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|--------------|------|---------------|------------|
| 3002 OPTION | FFP LOE-First Option Period FFP-LOE Task orders appropriate for FFP LOE contract type IAW FAR 16.207-1 shall be issued against this CLIN for Ordering Period 2, First Option POP 1 May 2013-30 Apr 2014. Task orders or portions of task orders exceeding \$100K shall not utilize this CLIN IAW FAR 16.207-3 (d). Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services. FOB: Destination | UNDEFINED | | UNDEFINED | \$0.00 |
| | | | | MAX NET AMT | \$0.00 |
| | | | | CEILING PRICE | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|----------------------|---------------|
| 3003 OPTION | CPFF Term-First Option Period CPFF | UNDEFINED | | UNDEFINED | \$0.00 |
| | Task orders appropriate for CPFF contract type IAW FAR 16.306 shall be issued against this CLIN for Ordering Period 2, First Option POP 1 May 2013-30 Apr 2014. Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services. | | | | |
| | FOB: Destination | | | | |
| | | | | MAX COST | UNDEFINED |
| | | | | FIXED FEE | UNDEFINED |
| | | | | TOTAL MAX COST + FEE | <u>\$0.00</u> |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|--------------------------|---------------|
| 3004 OPTION | FPI Firm Target-First Opt Period FPI | UNDEFINED | | UNDEFINED | \$0.00 |
| | Task orders appropriate for FPI contract type IAW FAR 16.403 shall be issued against this CLIN for Ordering Period 2, First Option POP 1 May 2013-30 Apr 2014. Target Cost, Target Profit, share ratios, and Price Ceilings will be established at the task order levels. Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services. | | | | |
| | FOB: Destination | | | | |
| | | | | TARGET COST | \$0.00 |
| | | | | TARGET PROFIT | \$0.00 |
| | | | | TOTAL TARGET PRICE | <u>\$0.00</u> |
| | | | | CEILING PRICE | UNDEFINED |
| | | | | SHARE RATIO ABOVE TARGET | |
| | | | | SHARE RATIO BELOW TARGET | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|--------------|------|--------------------------|------------|
| 3005 OPTION | CPIF-First Option Period CPIF | UNDEFINED | | UNDEFINED | \$0.00 |
| | <p>Task orders appropriate for CPIF contract type IAW FAR 16.405-1 shall be issued against this CLIN for Ordering Period 2, First Option POP 1 May 2013-30 Apr 2014. The target cost, a target fee, minimum and maximum fees, and a fee adjustment formula will be established at the task order levels. Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services.</p> <p>FOB: Destination</p> | | | | |
| | | | | TARGET COST | UNDEFINED |
| | | | | TARGET FEE | UNDEFINED |
| | | | | TOTAL TGT COST + FEE | \$0.00 |
| | | | | MINIMUM FEE | \$0.00 |
| | | | | MAXIMUM FEE | \$0.00 |
| | | | | SHARE RATIO ABOVE TARGET | |
| | | | | SHARE RATIO BELOW TARGET | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|------------|------------|
| 3006 OPTION | Cost Reimbursable Travel COST | UNDEFINED | | UNDEFINED | \$0.00 |
| | <p>This CLIN will be utilized in conjunction with specific task orders if the Government cannot with reasonable certainty determine the anticipated travel requirements at the time of task order issuance. If the Government will require use of this CLIN, it will be specified in the Task order Instruction to offerors. If the government can reasonably determine the travel requirements this CLIN will not be used. There is no Fee allowable under this CLIN. POP 1 May 2013-30 Apr 2014</p> <p>FOB: Destination</p> | | | | |
| | | | | MAX COST | UNDEFINED |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|-------------|------------|
| 4001 OPTION | FFP-First Option Period FFP Firm Fixed Price Task orders (FFP) IAW FAR 16.202-1 shall be issued against this CLIN for Ordering Period 2, First Option POP 1 May 2014-30 Apr 2015. Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services. FOB: Destination | UNDEFINED | | UNDEFINED | \$0.00 |
| | | | | MAX NET AMT | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|--------------|------|---------------|------------|
| 4002 OPTION | FFP LOE-First Option Period FFP-LOE Task orders appropriate for FFP LOE contract type IAW FAR 16.207-1 shall be issued against this CLIN for Ordering Period 2, First Option POP 1 May 2014-30 Apr 2015. Task orders or portions of task orders exceeding \$100K shall not utilize this CLIN IAW FAR 16.207-3 (d). Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services. FOB: Destination | UNDEFINED | | UNDEFINED | \$0.00 |
| | | | | MAX NET AMT | \$0.00 |
| | | | | CEILING PRICE | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|----------------------|---------------|
| 4003 OPTION | CPFF Term-First Option Period CPFF | UNDEFINED | | UNDEFINED | \$0.00 |
| | Task orders appropriate for CPFF contract type IAW FAR 16.306 shall be issued against this CLIN for Ordering Period 2, First Option POP 1 May 2014-30 Apr 2015. Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services. | | | | |
| | FOB: Destination | | | | |
| | | | | MAX COST | UNDEFINED |
| | | | | FIXED FEE | UNDEFINED |
| | | | | TOTAL MAX COST + FEE | <u>\$0.00</u> |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|---|--------------|------|--------------------------|---------------|
| 4004 OPTION | FPI Firm Target-First Opt Period FPI | UNDEFINED | | UNDEFINED | \$0.00 |
| | Task orders appropriate for FPI contract type IAW FAR 16.403 shall be issued against this CLIN for Ordering Period 2, First Option POP 1 May 2014-30 Apr 2015. Target Cost, Target Profit, share ratios, and Price Ceilings will be established at the task order levels. Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services. | | | | |
| | FOB: Destination | | | | |
| | | | | TARGET COST | \$0.00 |
| | | | | TARGET PROFIT | \$0.00 |
| | | | | TOTAL TARGET PRICE | <u>\$0.00</u> |
| | | | | CEILING PRICE | UNDEFINED |
| | | | | SHARE RATIO ABOVE TARGET | |
| | | | | SHARE RATIO BELOW TARGET | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--------------------------|--------------|------|------------|------------|
| 4005 OPTION | CPIF-First Option Period | UNDEFINED | | UNDEFINED | \$0.00 |

CPIF

Task orders appropriate for CPIF contract type IAW FAR 16.405-1 shall be issued against this CLIN for Ordering Period 2, First Option POP 1 May 2014-30 Apr 2015. The target cost, a target fee, minimum and maximum fees, and a fee adjustment formula will be established at the task order levels. Contractor shall provide all materials, travel, labor, and equipment necessary to provide these services.

FOB: Destination

| | |
|--------------------------|-----------|
| TARGET COST | UNDEFINED |
| TARGET FEE | UNDEFINED |
| TOTAL TGT COST + FEE | \$0.00 |
| MINIMUM FEE | \$0.00 |
| MAXIMUM FEE | \$0.00 |
| SHARE RATIO ABOVE TARGET | |
| SHARE RATIO BELOW TARGET | |

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|----------------|--|--------------|------|------------|------------|
| 4006 OPTION | Cost Reimbursable Travel COST | UNDEFINED | | UNDEFINED | \$0.00 |
| | This CLIN will be utilized in conjunction with specific task orders if the Government cannot with reasonable certainty determine the anticipated travel requirements at the time of task order issuance. If the Government will require use of this CLIN, it will be specified in the Task order Instruction to offerors. If the government can reasonably determine the travel requirements this CLIN will not be used. There is no Fee allowable under this CLIN. POP 1 May 2014-30 Apr 2015 FOB: Destination | | | MAX COST | UNDEFINED |

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT**PERFORMANCE WORK STATEMENT (PWS)****GLOBAL BATTLESTAFF AND PROGRAM SUPPORT TO THE UNITED STATES SPECIAL OPERATIONS
COMMAND (USSOCOM)****SECTION 1****DESCRIPTION OF SERVICES****1.1 GLOBAL BATTLESTAFF AND PROGRAM SUPPORT**

The United States Special Operations Command (USSOCOM) is a Unified Command of the Department of Defense (DoD). USSOCOM's mission is to "Provide fully capable Special Operations Forces to defend the United States and its interests. Synchronize planning of global operations against terrorist networks." This also includes three command priorities: "Deter, Disrupt, and Defeat Terrorist Threats; Develop and Support our People and Families; and Sustain and Modernize the Force". These priorities support USSOCOM's ongoing efforts to ensure SOF are highly trained, properly equipped and deployed to the right places at the right times for the right missions. USSOCOM is responsible for all Special Operations Forces (SOF) in DoD¹. USSOCOM leads, plans, synchronizes, and as directed, executes global operations against terrorist networks. USSOCOM also trains, organizes, equips and deploys combat ready special operations forces to combatant commands. USSOCOM responsibilities include training and equipping these forces to perform their missions anywhere in the world at any time. Specific responsibilities of USSOCOM include: developing, acquiring, fielding, and supporting special operations equipment, materiel, supplies and systems and ensuring the interoperability of equipment with other DoD systems Interagency and Partner nations. For the purposes of this performance work statement (PWS) when support to USSOCOM is specified this shall include HQ USSOCOM - MacDill AFB FL and the National Capital Region (NCR) including Joint Special Operations University (JSOU) and Joint Military Information Support Command (JMISC); five Component Commands including Joint Special Operations Command (JSOC) and United States Army Special Operations Command (USASOC) - Fort Bragg, NC; Air Force Special Operations Command (AFSOC) - Hurlburt Field, FL; Marine Special Operations Command (MARSOC) - Camp Lejeune, NC and Naval Special Warfare Command (NAVSPECWARCOM) - Coronado, CA; the Theater Special Operations Commands (TSOCs) supporting each US Geographic Combatant Commanders including SOCPAC, SOCSOUTH, SOCCENT, SOCEUR, SOCKOR, SOCAFRICOM, and SOCJFCOM. If any new components, theater commands, or other reporting agencies should be created during the period of performance for this contract for the purpose of supporting USSOCOM, they shall also be allowed to utilize this support contract if necessary. From this point forward, reference to USSOCOM is inclusive of all of the above.

1.2. THE GLOBAL BATTLESTAFF AND PROGRAM SUPPORT (GBPS).

The Contractor shall meet all requirements and responsibilities in support of USSOCOM as outlined in this PWS including all subsequent task orders. All support and staff shall be fully trained, professional, and customer oriented, consistently providing responsive, flexible, innovative, and cost effective service. The Contractor shall ensure quality work performance in accordance with applicable standards and guidelines. The Contractor shall perform the standards of this PWS in an environmentally acceptable and safe manner consistent with Federal, State and Local laws as well as applicable policies, regulations and instructions. The Contractor shall provide all personnel, equipment, tools, materials, supervision, and other items necessary to perform the services and provide support to all mission areas of USSOCOM as specified in this PWS and ordered under individual task orders. The objective of this contract action is to acquire global SOF-unique non-personal services and expertise to support the Commander, USSOCOM. In addition, the Contractor shall provide subject matter expertise in areas of, but not limited to: time sensitive planning; interagency

¹ NOTE: The term and acronym Global War on Terror (GWOT) is being transitioned to a new term Overseas Contingency Operations (OCO). These terms may be used interchangeably in both this PWS and task order statements of work.

support; intelligence operations; Military planning, Intelligence, Surveillance and Reconnaissance (ISR) program analysis; biometrics, socio-cultural analysis, geospatial analysis, signals intelligence, and human terrain initiatives with ISR support; administrative support; public affairs; training; accounting; budgeting; joint support, budget and resource management activities; readiness planning and reporting; personnel and manpower accountability and reporting; acquisition and life cycle program management; procurement support; engineering support including research, development, science, technology, and systems engineering; graphics support and other business for USSOCOM. This PWS is meant as an overview of basic scope of the requirements, details will be provided for each individual requirement either via task order RFP PWS or RFP Statement of Objectives (SOO) as addressed in Section H of this contract, Task Order Procedures.

1.3 SERVICE DELIVERY SUMMARY (SDS). The Contractor shall perform to the standards outlined in this basic contract PWS SDS as well as the specific SDS standards outlined within each awarded task order (TO). The Contractor shall provide guidance and assistance to ensure all services are provided efficiently and economically, while providing a quality product or quality service to meet customer requirements. The performance metrics utilized under both the basic contract and each task order to ensure all standards are met will be in accordance with the Contract Quality Assurance Surveillance Plan (QASP).

SECTION 2

GENERAL INFORMATION

2.0 REQUIREMENTS. The Contractor may be required to provide the necessary services to support all Mission areas of USSOCOM as specified and ordered under individual task orders. Areas of support will be in the three general categories described below: Global Battlestaff and Intelligence Support, Acquisition and Logistics Management Support, and Business Operations and Financial Management Support.

2.1 GLOBAL BATTLESTAFF OPERATIONAL AND INTELLIGENCE SUPPORT. The Contractor will be required to provide various functional subject matter experts, advisory, analysis, and other types of support services related to Global Battlestaff Operational and Intelligence Support to USSOCOM. This includes, but is not limited to, training, decision support analysis, independent assessments of technical issues, research and support analysis, military planning, intelligence operations support, counterintelligence, SOF exercise support, SOF studies, language support expertise, military operations support, and military operations support strategies. The following will outline some of the various operational and intelligence support and subject matter expertise requirements. These requirements in no way address every possible specific task order requirement, however, they do provide sufficient information in order to plan and support this section of the PWS.

2.1.1 Readiness Planning and Reporting. The Contractor may be required to provide support in the areas of planning, directing, assessing, and reporting the readiness of SOF world-wide deployed forces, to include special operations support to the Geographical Combatant Commanders (COCOMS), Component Commands, Ambassadors, Country teams, and SOF personnel assigned to or working with various Governmental and non-Governmental agencies and partner nations. Typical support efforts include, but are not limited to: coordination, data collection, query development, analysis, reporting and monitoring related to current and future SOF readiness indicators and trends. The Contractor may be required to compile, collect, maintain, analyze, perform trend analysis or other types of analyses, and present data from the Deployed Forces Reporting Systems (DEPREP) and Personnel Tempo of Operations (PERSTEMPO) databases, and other similar databases. The Department of Defense Readiness System (DRRS) is the DOD readiness system of record per DOD Directive 7730.65, Department of Defense Readiness Reporting System (DRRS).

2.1.2 Lessons Learned. The Contractor may be required to assist in the generation of lessons learned for the Joint Lessons Learned Information System – Special Operations Forces (JLLIS-SOF) database or other databases as required. The Contractor may be required to assist in the collection, analysis, archiving, and resolution of observations, insights and lessons (OIL) from the SOF community and assist with the dissemination of consequent lessons learned to the joint conventional and SOF users.

2.1.3 Combat Modeling, Simulation and War gaming. The Contractor may be required to develop new or modify existing models, wargames, expert systems, and simulations to assist in the testing of concepts and decisions, exploration of issues, and development and non-systems-related maintenance of databases to support models, training, games and simulations.

2.1.4 Chemical, Biological, Radiological, Nuclear, and high yield Explosive (CBRNE). The Contractor may be required to provide expertise to support CBRNE defense, counter proliferation, and counterterrorism matters. Typical tasks include establishing, maintaining, updating, and filing subject-related documents (requirements documents, meeting minutes, program documentation, etc.); maintaining the CBRNE Defense Doctrine library and Chemical Defense Equipment database; assisting in development of SOF doctrine, policy and procedures; assisting in the development of Program Objective Memorandum (POM) and other financial program documentation submissions; preparing for and participating in USSOCOM Counter proliferation (CP) and CBRNE integrated product team (IPT) meetings; preparation of briefs and presentations; assisting in the preparation of readiness reports and assessments; planning and coordinating all activities associated with the annual SOF CBRNE conference; attending meetings and conferences and performing resulting tasks as required or defined.

2.1.5 Strategic Planning Process. The Contractor may be required to support development of the USSOCOM Strategic Planning Guidance (SPG) and other USSOCOM Command Level Strategy Documentation as required based on Defense Planning Guidance, threat documents, and future capability assessments. The Contractor may be required to support development and prioritization of required SOF capabilities based on the Joint Mission Essential Task List and the SPG, populating a database of capabilities-based funding requirements, to include forces and equipment, link required capabilities to funding requirements, and conduct funding allocation analysis and execution based on POM guidance.

2.1.5.1 Requirements Generation and Documentation Support. The Contractor may be required to support the collection and analysis of special operations requirements. The Contractor's SOF expertise will assist the Command with requirements definition and coordination across the command, the Services and other Government organizations. Requirements generation and documentation support may be required to be provided in accordance with the Command's priority, established time lines, and process definition. The Contractor will provide feedback or constructive criticism that will enhance the requirements generation and documentation support process.

2.1.5.2 The Contractor may be required to perform analysis of alternatives and capabilities-based analyses to assist the Command in developing materiel and non-materiel solutions to the warfighter using the established USSOCOM system and definitions. Analysis of alternatives may include using several sources of data and information compiled from several authoritative sources both internal and external to USSOCOM.

2.1.6 Structuring. The Contractor may be required to develop new and modify existing models, to support force structuring in support of the Joint Mission Analysis (JMA) aspect of the USSOCOM Strategic Planning Process. The Contractor may be required to provide analytical support to USSOCOM JMA Subject Matter Experts for the JMA input and analysis cycle.

2.1.7 Studies and Analyses. The Contractor may be required to conduct studies and analyses of current, future, or required capabilities at the Command or lower levels. Typical tasks may include the conduct of studies and analyses of the current Command, Control, Communications and Computers (C4) systems or other systems affecting the command and control tactical units in combat operations with respect to communications and information support for management, oversight and technical support of operations.

2.1.8 Position and Concept Papers. The Contractor may be required to acquire and compile material from a multitude of different sources and develop specific, new, updated position and concept papers concerning Doctrine, Organization, Training, Materiel, Leader and Education, Personnel and Facilities (DOTMLPF) issues.

2.1.9 Reports. The Contractor may be required to prepare reports on issues discussed during meetings, conferences, or other forums conducted by the Government with other parties (including different Contractors, Other Government Agencies, Services or other parties) in accordance with the Service Deliver Summary (SDS), Quality Assurance

Surveillance Plan (QASP) and other defined requirements required to be delivered as defined at the Task Order level.

2.1.10 Strategic Communication. The Contractor may be required to provide subject matter expertise to support research and analysis both internal and external to USSOCOM including strategic communications to perform information operations. Support will be required across all regional theaters in an effort to identify primary target audiences, develop precise themes and messages, and determine appropriate means of dissemination in order to garner foreign support for the US Government's goals, themes, and objectives relating to any overseas contingency operation or any Special Operations activities. In addition, the Contractor may be required to provide development, coordination, production, and synchronization of commercial grade, multi-media products including after action support including data collection and analysis thereof to measure the effects of information operations to facilitate planning and make adjustments to ongoing operations. Strategic Communication may be necessary within the Command and the United States as required by the Government and as defined at the individual task orders.

2.1.11 Intelligence and Information Operations (IO). The Contractor may be required to provide subject matter expertise to support researching, developing, analyzing, and recommending Government and commercial sources of Psychological Operations related to intelligence and information operations. The Contractor may be required to identify, prioritize, manage, and track production and collection requirements and coordinate across the Intelligence Community (IC), to include open source information and data, to ensure collection and production requirements of USSOCOM are met. The Contractor may be required to manage, coordinate, and synchronize military and civilian communications planning, produce commercial quality products for unlimited foreign public broadcast, develop themes, and designs for multi-media products. Contractor may be required to recommend available media to disseminate messages, synchronize messages across multiple mediums, and recommend proper frequency and intensity. Contractor will be required to provide subject matter expertise in order to describe or translate Government requirements to creative developers and technicians.

2.1.12 Media Support. USSOCOM requires the capability to, on order, posture for rapid global dissemination of influence media via multiple media outlets and channels in support of strategic and long term US Government Overseas Contingency Operations (OCO) goals and objectives. The contractor may be required to provide all labor, equipment, tools, materials, travel, and other items and services necessary to provide cultural assessment services and products that support or inform developed themes and messages. This includes determining, advising, and informing Government and USSOCOM officials of content or means of dissemination to garner foreign support for US Government's goals. Accordingly, the contractor will be required to provide cultural assessment services and products that will (1) support development, coordination, production, and synchronization of commercial grade, multimedia products to include producing commercial quality quarterly magazines and other collateral print media products, including but not limited to special edition print or electronic sources, calendars, inserts, and brochures; and (2) enable analysis of data to measure the effects of information operations to facilitate planning and make adjustments to ongoing operations.

2.1.13 Television/Broad Band Network Support. The contractor may be required to produce, deliver and disseminate television/broad band network commercials and sitcoms to support full-spectrum informational campaigns. As a minimum, production efforts will include all aspects of scripting, storyboards, focus group assessments, production, editing, and distribution. Production activities listed herein may be executed in countries and in languages that culturally and linguistically match the target audiences of the products. The contractor may be required to develop and execute dissemination and media plans to distribute the products in a manner that will achieve Government specified objectives.

2.1.14 General Media Support. The contractor may be required to produce, deliver and disseminate other media as required by USSOCOM. These media projects may include printed media, cell phone based applications, video games, or other products to support Government specified objectives.

2.1.15 Human Intelligence (HUMINT) and Collection Management (CM) Support. The Contractor may be required to provide expertise in HUMINT operations and all associated matters in order to conduct staff coordination, communication, and synchronization efforts as required with all levels and ranks of personnel as applicable across

the Services, DoD, Federal, Commercial, and Other Government Agencies, foreign and domestic, to bolster and help coordinate improved HUMINT support to the USSOCOM mission. All efforts shall include a logical and methodical approach using official Instructions and internal processes as applicable in order to provide required CM support.

2.1.16 Civil Affairs (CA) and Psychological Operations (PSYOP). The Contractor may be required to provide expertise to support daily operational requirements relevant to the USSOCOM CA and PSYOP mission. This includes, but is not limited to, monitoring CA and PSYOP operations in theater; reporting on all significant activities related to CA and PSYOP operations; assisting staff on CA and PSYOP doctrinal issues (including review and updating of standalone CA and PSYOP manuals); and assisting staff on updating leadership orally or in writing on any relevant CA and PSYOP activities supporting the USSOCOM mission.

2.1.17 Mission Planning. The Contractor may be required to provide expertise in the areas of joint/inter-agency/multi-national coalition and partner nation operations, SOF intelligence, ground and air operations, and joint staff operations to engage in exercise planning and script writing efforts, as standalone projects or with the support of the USSOCOM staff.

2.1.18 Training and Mission Rehearsal Support. The Contractor may be required to provide expertise in the areas of SOF operational mission sets, their applicability to training, and technical knowledge of the requirements generation system, simulation development, acquisition, implementation of these mission sets, and network architectures. This includes the ability to analyze and update current training requirements. These efforts are related to the identification, analysis, user evaluations, and requirements generation to support time-critical training system needs for SOF. This support also may involve the identification, assessment, or coordination with the acquisition or other applicable communities to develop or modify training materials or strategies to take advantage of advanced technologies. This support may be conducted with non-standard users and at non-standard locations.

2.1.19 Exercise Execution Support. The Contractor may be required to assist in the delivery of command post exercises (CPX), NLE and tabletop exercises with role players, subject matter experts and other products and services as identified in supporting exercise documents and material on the U.S. Government's timeline. This process includes working in collaboration with the U.S. Joint Forces Command (USJFCOM) and other Commands or Agencies in developing exercise design and execution.

2.1.20 Exercise Planning Support. The Contractor will provide subject matter experts (SME) with a combination of skills and experiences, including SOF ground, maritime, and air operations, Joint SOF operational experience, as well as, intelligence and interagency operations to participate in exercises and battle staff events as determined by USSOCOM. The Contractor may be required to participate in the Joint Exercise Control Group (JECG) throughout the duration of each event under the guidance of the USSOCOM-Exercise Director, Lead Planner, and JECG Director. The contractor may also be required to participate in the Semi-Annual Exercise Conference (SAEC).

2.1.21 USSOCOM Mentor Program Support. The Contractor may be required to provide support for a Senior Mentor program in order for USSOCOM to obtain ideas, viewpoints, and advice from military, scientific, and technical experts who provide their expertise on the impact of policy changes and unilateral operations on strategic war on terrorism plans; new tactics, techniques and procedures (TTP) to reduce SOF vulnerability and improve penetration of enemy defenses; new tools to facilitate deliberate and adaptive planning; and employment of intelligence capabilities, activities, and functions.

2.1.22 The Contractor may be required to assist Special Operations Forces Culture and Language Office (SOFCLC) with oversight management of funding, language training policy development, training and test study and analysis, and establishing an overall command language training strategy for all USSOCOM and its components as required.

2.1.23 Cultural and Language Training Support. The Contractor may be required to conduct professional study and analysis to continue and build on previous long-range studies to analyze the varied culture and language training programs and efforts within the command and identify areas for improvement by extending it to new and modified initiatives while continuing coverage of traditional programs. Training effectiveness efforts may be initiated to examine language and culture training in the U.S. Army Special Warfare Center and School, the Marine Special Operations School, Air Force Special Operations Command, and any other SOF customers, as well as select SOF

unit training programs and training delivered by the joint SOF Tele-training System or other prescribed means. The Contractor will collect valid and reliable data, analyze it appropriately to yield actionable recommendations, and produce reports, presentations and/or suggested training curriculum. Reports will provide the SO Forces Language Office (or other designated offices) with discrete, targeted analysis and recommendations tailored to specific language or cultural programs.

2.1.24 Intelligence and Operational Planning Support. The contractor may be required to provide support that includes personnel with current and relevant levels and breadth of training, education, experience, and expertise in the functional or general areas of Intelligence and Operational Planning support. Support may include conducting intelligence research, analysis, data collection, production, video analysis, geospatial analysis, socio-cultural and human terrain analysis inclusive of intelligence product build, interpretation and dissemination activities to meet USSOCOM requirements and timelines in support of Command requirements. In addition, these experts will serve as Counterterrorism (CT) all-source analysts interpreting and analyzing raw data in the production of intelligence from multiple sources. They will compile, collate, analyze, and evaluate all-source information to produce intelligence products on terrorists, terrorist organizations/networks, non-Government agencies, state sponsors of terrorism, and potential links and nodes worldwide. Contractors will routinely advise and brief senior leadership on matters pertaining to terrorism and possible terrorist activities. These analytical tasks will routinely support numerous disparate command priorities, such as Information Operations (IO), Counterterrorism Signals Intelligence (CT-SIGINT), Intelligence Surveillance and Reconnaissance (ISR) requirements support, Collection Management (CM), Intelligence Campaign Planning (ICP), Threat Finance, Terrorist group identification, human terrain, predictive analysis and others within the areas of intelligence (typically J2 in joint organizations), operations (J3), and/or planning (J5). The Contractor may also be required to provide support to the USSOCOM Planning Cells, Interagency Task Force (IATF), the Information Management Directorate (IMD), the Strategic Information Operations Missions, and other efforts of the command. The Contractor may also be required to provide regional expertise for SOF activities in the different COCOMs. The Contractor may be required to coordinate SOF operational deployments and produce Deployment Order (DEPOD) modifications tasking USSOCOM Components to support and sustain Special Operations activities as required. The Contractor may be required to continuously monitor the information management process and make recommendations for knowledge management actions and architectures for information storage, retrieval, and presentation.

2.1.24.1 Deployed Special Operations Forces Support. In support of USSOCOM and the Center for Special Operations mission to plan and synchronize operations against terrorist networks, the contractor may be required to provide expertise in advising and assisting the Government in determining infrastructure development and expansion requirements in support of Command objectives as a result of data received as a part of Intelligence and Operational Planning. In addition, the contractor may be required to support analyses of evolving technology and systems development to support deployed SOF in concert with analysis of other information including, but not limited to, the National Military Strategy (NMS), the Overseas Contingency Operations execution plan, Joint Vision 2020 (JV2020), and SOF Vision 2020 and subsequent documents and data. The contractor will also participate in the development and prosecution of operations against select adversaries of the US in accordance with approved USSOCOM authorities. Support required may involve all areas of expertise described within this document.

2.1.25 Signature Reduction and other Theater Operational Support. The Contractor may be required to provide expertise to identify and synchronize all compartmented low signature reduction Plans, Annexes, and Proposals and other similar types of projects as required by SOCOM to support Theater Operations. Accordingly, the contractor may be required to conduct detailed data collection, analysis and coordination required support with higher headquarters and all other Government Agencies involved ensuring de-confliction. The Contractor may be required to assist components and other agencies as required in development of appropriate signature reduction proposals; conduct pre-mission briefing and training as required for inbound elements; advise Commander and collateral operational cells on special project proposals. When providing subject matter expertise, the contractor may be required to prepare and present overt, covert and clandestine operational concepts for review and approval. In addition, the contractor may be required to provide expertise in the areas of biometrics, identity management, sensitive site exploitation (SSE) and other unique skill sets as required. Support may include synchronizing biometrics collection, planning, tasking, and producing operational requirements in support of the Identity Superiority Manager (ISM). The contractor may be required to conduct meetings in order to perform planning and

staff coordination. In addition, the Contractor may be required to perform biometric responsibilities mandated by DOD Directive 8521.01E, Department of Defense Biometrics. The contractor will ensure the identity management capabilities are leveraged appropriately to support the COCOM's and Component's mission requirement. Other such areas of expertise are anticipated to be required over the life of the contract; however, as these areas of expertise are identified, they will be determined and described at the task order level.

2.1.26 SOF Unique Unmanned Systems (or other SOF unique program or specialty) Training, Analysis and Policy Development. The Contractor may be required to support the USSOCOM Unmanned Systems (or other SOF Unique program or Specialty) Training requirements. The duties include, but are not limited to, analysis and policy support, long range plans, development of training for USSOCOM unmanned systems or other SOF Unique Programs or Specialty. The Contractor may be required to provide support to the Government in the revision and/or update to USSOCOM Directives and support the execution of those duties. The contractor may be required to assist in the establishment of manual or automated means to monitor unmanned systems operator and crew qualifications, training, currency, and operator readiness.

2.1.27 Translation Services. The contractor may be required to provide multilingual translation services via native speakers, or the certified native proficiency equivalent at the professional level for languages to conduct translation activities from target languages to the English language and from English into target languages and Cultural/Ideology Analysis in consonance with open source intelligence (OSINT) production requirements supporting a full range of Irregular Warfare and Unconventional Warfare (IW/UW) production tasks commensurate with USSOCOM intelligence priorities. Additionally, Services may be required when translation is necessary for the integration and delivery of final products or requirements such as texts, magazines, or videos. The contractor will provide translation support to include but not limited to the translation of audio clips, website content, print, video, graphic, electronic, multi-media and any additional forms of communication. In addition, the contractor may be required to provide multilingual interpretation services via native speakers, or the certified native proficiency equivalent at the professional level from target languages to the English language and from English into target languages as required for meetings, conferences, briefings, and various other forums of voice communications. The contractor may be required to provide broadcast quality voice talent as required. The contractor will also provide senior subject matter expert Linguists and Analysts that will support Irregular Warfare (IW) and Unconventional Warfare (UW) analysis requirements through translation activities of open source data and information. Target Languages include but are not limited to all dialects of the following languages: Arabic, French, Spanish, Portuguese, Indonesian, Thai, Korean, Chinese, Urdu, Farsi, UK English, Swahili, Pilipino, Hindi, Pashtu, Russian, and German.

2.2 ACQUISITION & LOGISTICS MANAGEMENT SUPPORT. The Contractor may be required to provide overall acquisition management support to include program management, engineering services and support resource management, contracting support, logistics and sustainment, test and evaluation, and other management and administrative specialty support to Special Operations Forces (SOF) and SOF-related programs and projects throughout all phases of the acquisition lifecycle. All Contractor-furnished activities and products must be consistent with relevant USSOCOM and DoD directives and instructions.

2.2.1 Independent Expert Support. The Contractor may be required to provide independent expert advisory services to the Acquisition Executive, other USSOCOM senior staff, Program Executive Officers (PEOs), and Program Managers (PMs) throughout USSOCOM. This includes, but is not limited to; decision support analysis, independent assessments, business analysis, generation and review of acquisition and logistics strategies and other focused related topics.

2.2.2 Program Management Support. The Contractor may be required to assist in providing program management support to USSOCOM. The Contractor personnel shall have current and relevant levels and breadth of acquisition program management experience and expertise. Support may include, but is not be limited to:

- daily program or project execution,
- program/project status reporting and information flow,
- preparation for and participation in program management, execution, and technical reviews,

- analysis and evaluation of program/project progress and status based on Earned Value Management System (EVMS) information, technical and programmatic reviews, etc.
- development and submission of programming, budgeting, and execution positions and plans,
- development and implementation of acquisition, logistics, and test plans and acquisition strategies,
- development of required acquisition documentation and briefing material.
- implementation and execution of standard SOF acquisition and logistics processes as well as expedited processes, such as the Combat Mission Needs Statement/Urgent Deployment Acquisition (CMNS/UDA) and combat development.

2.2.3 Systems Engineering Support. The Contractor will assist in providing systems engineering and technical management support to USSOCOM on all acquisition programs and science and technology programs and projects. The Contractor personnel shall have current and relevant levels and breadth of technical experience and expertise. Support may include, but is not be limited to:

- technology readiness level assessments and analysis of alternatives;
- detailed technical analyses translating user capability objectives into requirements, specifications, or other documentation, as required;
- review, analyze, and provide recommendations on proposed technical approaches and solutions, specifications, test plans, engineering drawings, technical review packages, etc.;
- risk assessments and mitigation plans;
- generating technology development strategies, and systems engineering and system architecture documentation;
- assistance with managing the technical baseline and supporting configuration, interface, and technical data management activities;
- operational performance analysis and modeling and simulation;
- technical reviews and analyses, such as Reliability, Availability, and Maintainability (RAM) engineering, manufacturing and production engineering, product assurance, and system integration and interoperability, and validation and verification; and
- technological trend assessment/analysis to identify opportunities for advancement of current capabilities.

2.2.4 Financial Management Support. The Contractor will assist in providing Government financial management, budgeting, and cost estimating support for USSOCOM products, services, and other SOF-related or SOF-interest programs and projects. When providing support, the Contractor shall provide personnel with current and relevant levels and breadth of financial, budget, and cost estimating experience and expertise. Support may include but not be limited to:

- day-to-day execution and tracking of program/project obligations and expenditures,
- preparation of detailed draft financial program documentation,
- implementation, installation, and maintenance of cost/schedule/performance measurement analysis tools,
- analysis, recommendations, and reporting based on financial data and trends from cost/schedule/performance measurement analysis tools, EVMS information, etc.,
- development and analysis of program/project cost estimates via multiple methodologies,
- formulation of program budgets and assistance in preparation of program financial plans
- development, preparation and submission of Planning, Programming Budgeting, Execution System (PPBES) documents as well as presentation and adjustment inputs at appropriate USSOCOM and DoD review boards,
- preparation of obligation and expenditure reports, forecasting deviation reports, etc.
- performance of multiple program financial management tasks (e.g. "cost of doing business" analyses, etc)
- preparation of reports based on analysis of cost and schedule data, life-cycle cost estimates, and travel documentation.
- Implementation of requirements listed in the Business Operations and Financial Management Sections of this PWS.

2.2.5 Logistics and Sustainment Support. The Contractor will assist by providing logistics and sustainment support for USSOCOM products, services, and other SOF-related or SOF-interest programs and projects. The contractor shall understand the roles that Special Operations Forces Support Activity (SOFSA) and the other Service Support Activities play in providing dedicated, responsive, cost-effective logistics to SOF worldwide in support of the USSOCOM mission. USSOCOM support shall include but not be limited to:

- the staffing activities associated with sustainment and support activities necessary for current on-going and planned SOF operations at the HQ level,
- development and implementation of logistical plans and strategies for SOF and SOF-related programs and projects,
- evaluation of logistics and sustainment plans and approaches,
- development of draft logistics documentation and other logistics segments of acquisition documentation, such as Integrated Logistics Support Plans and other acquisition related documentation;
- analysis of the acquisition Contractor's integrated logistics support program and data deliveries;
- attendance at pre-award surveys, design reviews, and support-related testing;
- evaluation and documentation of logistics and sustainment analyses to include life cycle cost analysis, repair level analysis, training support analysis, reliability, availability, and maintainability (RAM) analysis, provisioning, inventory management, inventory accountability and site surveys.

2.2.6 Test and Evaluation (T&E) Support. The Contractor shall provide assistance and support for all levels of Government test and evaluation activities. The Contractor shall provide personnel with current and relevant levels and breadth of test and evaluation experience and expertise. Support shall include but not be limited to:

- test planning to include development of draft test plans and procedures, preparation of Test & Evaluation Master Plans (TEMPs) and other T&E segments of acquisition documentation,
- attendance at or conduct of testing activities to include physical testing, engineering performance analyses, evaluation of measures of effectiveness, engineering performance predictions and trade-off studies,
- test analysis to include evaluation of test plans, collection and analysis of test data during developmental and operational testing, drafting of test and evaluation reports
- test support activities to include maintenance of test facility site designs and coordination of supporting activities and equipment to support joint interoperability and other testing, etc.
- testing and corrective action on physical structures of national security interest deemed necessary for protection during National Security Scenario Events

2.2.7 General/Functional Support. The contractor shall provide assistance and support at all levels required to provide business advice to the customer and to perform contracting assistance and analysis functions using a wide range of contracting, acquisition, and analysis methods and types, and to provide assistance to the Government in the acquisition of complex and/or diversified Special Operations Forces unique systems, equipment and services. The Contractor shall provide additional general and functional acquisition and logistics support to the Government needed for the successful accomplishment of the SOF acquisition and logistics mission to include:

- Configuration Management Support such as development of configuration management portions of acquisition documentation, change control documentation, specifications and specification maintenance documentation; analysis of the acquisition Contractors' configuration management program and data deliveries for accuracy, completeness and compliance with referenced requirements, and, providing recommendations or solutions when inaccurate or non-compliant; organizing and maintaining complete configuration management files, including configuration identification, change control and status accounting records, as well as supporting the implementation of CM plans.
- Data Management Support such as development of data management portions of acquisition documentation; tracking and reporting acquisition Contractors' data delivery status; attendance and participation at pre- and post-award data and program reviews and providing findings and recommendations; submission of data accession lists of all internally generated documents developed in the performance of this contract, and development and maintenance of paper and automated archival systems of all covered documentation.
- Engineering Documentation Support such as the technical review, editing, and word processing of Contractor-generated engineering documentation to include, but not limited to, video/tape, both analog and

digital, Computer-Aided Design/Computer- Aided Manufacturing (CAD/CAM) drawings, and paper drawings of various sizes. The Contractor shall produce finished-quality documents from the draft input provided as GFI in the task order. Applicable documents include, but are not limited to, engineering drawings, draft specifications, technical reports, design documentation and diagrams.

- Quality Assurance (QA) support such as the preparation of draft portions of acquisition documentation, participating in pre-award surveys, analysis of Contractors' acquisition QA programs and on-site QA audits/performance. This includes providing advice and expertise in the area of metrics development and determining data required to provide better internal management controls.
- Policy, Instruction Letters, Directives and Reporting support in the areas of acquisition and contracting/procurement information to the Department of Defense through the Federal Procurement Data System, Next Generation (FPDS-NG), instruction and training on Standard Procurement System (SPS), contract closeout support and entry level contract specialist tasks and other systems as required.
- On-site or off-site support as required with personnel possessing current and relevant levels and breadth of training, education, experience and expertise in their functional or general areas of support, such as Defense Acquisition Professional Development Program (APDP) certification Levels I-III.
- Contract Administration Support in the area of performance management actions on contracts of all types including cost type contracts with cost reimbursement and incentive arrangements.
- Procurement Support in the area of procurement of complex and/or diversified items, services, and research and development – pre and post award actions as required.

2.2.8 Requirement Generation and Validation Support (Acquisition). The Contractor shall support the Government in acquisition and logistics-related aspects of the requirement generation and validation process. The Contractor shall provide personnel with current and relevant levels and breadth of requirements generation and validation experience and expertise to support Government activities. Support shall include but not be limited to:

- analysis of force structuring, requirements-capability planning, comparative analysis, and resource allocation for SOF-unique or SOF-utilized aviation, maritime, and ground mobility platforms, as well as weapons, radios and other types of SOF-unique or SOF-utilized equipment,
- participation in combat experimentation (CE) studies, requirement analysis (RA) studies, and analysis of alternative (AoA) studies,
- preparation for and participation in the SOF requirements validation process including all stages of the appropriate SOF processes (currently the SOFCIDS) and review boards to include the special operations command requirements evaluation boards (SOCREB)
- preparation for and participation in expedited SOF requirements validation processes such as CMNS and UDA activities.

2.3 BUSINESS OPERATIONS/FINANCIAL MANAGEMENT SUPPORT. The Contractor may be required to provide business operations staff support, including, but not limited to, administrative support and facilities management support for all USSOCOM.

2.3.1 ADMINISTRATIVE SUPPORT. The Contractor shall provide the full range of required administrative support. Typical efforts include, but are not limited to answering phones, arranging meetings, arranging travel and calendars, filing, formatting letters, taking minutes, providing specialized administrative support as further defined, and other generally accepted administrative support functions. Other areas of special administrative support include, but are not limited to, the following areas: public affairs, congressional liaison, training, education, personnel, knowledge management, manpower, protocol, history, librarian, and operational support.

2.3.1.1 Public affairs support. Typical efforts include, but are not limited to, generating, laying-out, and editing professional print for distribution; providing photography expertise; conference and senior level meeting planning, and other support as required.

2.3.1.2 SOF-USSOCOM Organization Specific Internal Training Support. Typical efforts include, but are not limited to, monitoring and tracking command training, assisting in preparing SOF-unique training materials and course preparation, as well as coordination of materials throughout the command.

2.3.1.3 Operational and Education/Training Support. The Contractor may be required to provide operational and education/training support. Typical efforts include, but are not limited to: developing and maintaining web pages and databases associated with monitoring training, developing and maintaining lesson plans, and conducting classes (e.g. week-long management seminars or specialty training classes to small groups of 10-20 personnel) locally or virtually; developing and reviewing draft training, doctrine and operational publications; producing training and education support materials; and reviewing and maintaining the SOF Joint Mission Essential Task List (JMETL).

2.3.1.3.1 Education Policy Analysis and Revision. The contractor will assist in the revision of applicable USSOCOM policy directives and memorandums necessary to effectively implement a joint special operations education strategy. The level of effort will include, but not be limited to: analysis on previous joint education studies conducted for the Joint Staff, USSOCOM, the Joint Special Operations University or other organizations defined at the task order level. Also required may be analyses of historical, current, and proposed policies, lessons learned resident in the Joint Lessons Learned Information System (JLLIS), instructions, guidance and directive letters with applicability to special operations and joint education issues. Collecting and assessing emerging or major revisions to Department of Defense, Joint Staff, or Services' education visions, goals, or recommended guidelines which would impact joint education for Special Operations Forces. Based on the analysis and government review the contractor will provide revised USSOCOM Directives as required to support Joint Special Operations Education.

2.3.1.3.2 Special Operations Forces (SOF) Interagency (IA) Fellows Program Development. The Contractor will assist in the development and implementation of a policy or applicable documentation which will provide a capability for SOF Officers to conduct/complete research or an advanced education degree prior to their assignment to an Interagency position. The level of effort will include, but not be limited to: gathering recommended education/research requirements from the Center for Special Operations' (CSO) Interagency Partnership Program or other organizations as required. Matching traditional and non-traditional education/research programs to those requirements, and drafting policy memorandums or directives that the Command can effectively implement to meet the program's stated objectives. The Contractor will make recommendations where Memorandums of Agreement (MOA) are required with services, advanced academic or research institutions, and Interagency organizations, and assess where existing or emerging MOAs that USSOCOM has with those institutions or agencies can be amended to meet this program's intent.

2.3.1.3.3 Meeting and Conference Support. The Contractor may be required to provide meeting and conference support services as required, including, but not limited to, administrative and technical support, coordination of all information and material, audiovisual/telecommunications, computers and other equipment necessary for presentations, arrangements for required organizations and personnel attendance, recording the minutes of the meeting or conference (some examples include Command Update, Board of Directors, Steering Committees, etc.), closing out the meeting site, and other duties as required.

2.3.2 FACILITIES MANAGEMENT. The Contractor may be required to assist in managing day-to-day facilities management operations. Typical efforts include, but are not limited to, providing facilities QA support, construction engineering and management support, architecture and plans review and support, and management support in the areas of disaster preparedness, fire protection and ground safety programs.

2.3.3 ACCOUNTING SYSTEM, BUDGET FORMULATION, AND RESOURCE MANAGEMENT/MANPOWER SUPPORT.

2.3.3.1 The Contractor may be required to support USSOCOM in identifying and providing USSOCOM Accounting Support requirements to the Defense Finance and Accounting Service (DFAS). This includes, but is not limited to, interfacing with DFAS to ensure SOF requirements are incorporated into the system or system modification, determining DFAS initiatives and developing a functional description, and training SOF personnel in the use of the system.

2.3.3.2 Reserved

2.3.3.3 Chief Financial Officer (CFO) and Comptroller Support. The Contractor may be required to support USSOCOM in meeting the requirements of the Chief Financial Officer (CFO) Act and requirements of the USSOCOM Comptroller. This includes recommending viable courses of action (COA); monitoring, participating and presenting program status reviews; providing data identification, collection, definitions, and analysis; developing, documenting and maintaining user requirements; informing and assisting the system developer in the development of the system; formulating and refining test plans; assisting in systems implementation; developing and refining training materials; and providing training assistance.

2.3.3.4 Funds Management. The Contractor may be required to review, monitor, and analyze appropriate adjustments of USSOCOM's expired accounts in all appropriations. Typical efforts include, but are not limited to, account and transaction reconciliation, maintaining current status of Military Interdepartmental Purchase Requests (MIPRs), and performing an accounts control function of all appropriations executed by USSOCOM.

2.3.3.5 The Contractor may be required to provide administrative liaison support to the Automated Business Services System (ABSS) project. Typical efforts include, but are not limited to identifying USSOCOM-unique requirements for subsequent system modifications, and scheduling and presenting/participating in Interim Progress Reviews (IPRs) to discuss progress and issues pertaining to systems modification.

2.3.3.6 Budget Justification and Congressional/DoD Liaison Support. This includes, but is not limited to, assisting in the preparation of budget justifications IAW DoD regulations as required; developing budget guidance; assisting in the development of budget briefings, developing and updating briefings to be used during execution reviews by locating program baseline, obligation, and expenditure data from various sources; and updating the PPBES Management Information System (MIS) database.

2.3.3.7 Cost Estimating Support. The Contractor may be required to support USSOCOM by providing Cost Estimating Support. This includes, but is not limited to, conducting cost analysis using cost models in evaluating total program costs throughout the life of the acquisition program; performs independent review of Service Cost position and advising USSOCOM points of contact of any cost issues; develop independent cost estimate (ICE) for Acquisition Category (ACAT) ID programs; and review of possible environmental impact.

2.3.3.8 Return on Investment (ROI) Analyses Support. This includes, but is not limited to, using cost analyses and other investment and performance factors and studies to make recommendations on materiel solutions. These analyses should be supported by independent cost estimates, training task analyses, experiential learning models and any other relevant study data that will allow an empirical determination of a positive or negative ROI.

2.3.3.9 Manpower Study and Validation Support. The contract may be required to provide required expertise to support and perform analytical and study support to the command's manpower validation process. The contractor may be required to develop special studies based on manpower standards that incorporate functional SOF requirements by service and which reflect USSOCOM mission needs as required. In addition, the contractor may be required to develop workload-based manpower validation studies and document all findings for continued use by the Government. Efforts may require the contractor to identify sources and obtain sufficient information, process data in a usable and auditable format, and produce credible and useable results to the Government's specification and needs. Final reports will be required in several formats and the contractor will be required to advise and complete the studies and reports in the best forum or medium required in order to make clear and concise recommendations to executive decision-makers. The contractor may also be required to use current data to assess future force structure based on political and strategic environment and evolving alternative operational and force employment concepts. In addition, the contractor may be required to identify how SOF manpower supports future USSOCOM needs and identify implications of new SOF manpower initiatives on Desired Operational Capabilities (DOC), current and desired force structure, and resources. Additionally, the contractor may be required to support analysis of different courses of actions to determine future mission needs-based manpower and provide details of how to achieve the desired end state. All data collected and work requirements that result in changes in manpower requirements will require the contractor's support in integrating data and management decisions with the USSOCOM Strategic Planning Process or other strategic documents as required.

SECTION 3

3.1 SERVICE DELIVERY SUMMARY (SDS)

3.1.1 The following SDS establishes threshold performance requirements in the execution of this contract at the contract level. The Government will utilize a Quality Assurance Surveillance Plan (QASP) in managing, providing oversight, and assessing performance at both the contract and task order levels.

| Contract Level Service Delivery Summary | | | |
|---|--|--|--|
| Category | SDS - Objective | Metric – Performance Threshold | Method of Evaluation |
| Quality of Service | <ul style="list-style-type: none"> • Are reports/data accurate? • Does the Contractor’s work measure up to commonly accepted technical or professional standards? • What degree of Government technical direction was required to solve problems that arise during performance? • Were there any OCI concerns? • Were there any security violations? • Was the Contractor responsive to the PCO and ACO? • Was the Contractor’s solution to problems timely and effective? • Is the Contractor’s integration and coordination of all activities needed to execute the contract adequate - specifically the timeliness, completeness and quality of problem identification, corrective action plans, and proposal submittals? • Did the Contractor submit quality task order proposals and were they competitive at the task order level? • Does the Contractor maintain SIPRNet capability in off-site facilities when required? | <ul style="list-style-type: none"> • No security violations acceptable. 100% Compliance. • No OCI violations acceptable. 100% compliance • Contract level reports and data submitted accurately and on time per PWS 90% of the time • Contractor’s SIPRNET services will be available to the customer at least 85% of the operating hours during a calendar month. | <ul style="list-style-type: none"> • 100% Inspections through EOD checks, and periodic surveillance by CORs • KO evaluates number of task orders awarded per contractor |
| Schedule | <ul style="list-style-type: none"> • Did the Contractor provide timely response to time-sensitive requirements, including short notice requirements and a large number of requirements in a short period (surge capability)? • Did the Contractor provide accurate, current and complete data and reports that met the required timeline? • Did the Contractor submit task order proposals and modification requests on time? | <ul style="list-style-type: none"> • No more than 5 late documents per year and no more than 2 working days late unless extension was granted. No more than two sets of corrections/ edits and all corrections must be accomplished | <ul style="list-style-type: none"> • PCO receives feedback from CORs through task order performance reports IAW QASP, and other end users feedback, etc. • PCO also evaluates objectives at the contract |

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| | | within 5 working days for contract level requirements | level through day to day interaction with the prime Contractors as well as consideration of Contract Specialist feedback |
| Cost Control | <ul style="list-style-type: none"> Is the Contractor effective in forecasting, managing, and controlling contract cost? Does the Contractor keep within the total estimated cost? Recent audit results, maintaining approved accounting and purchasing systems? Have overhead costs increased substantially? Did the Contractor do anything innovative that resulted in cost savings? Were billings current, accurate and complete? Are the Contractor's budgetary internal controls adequate? Did the Contractor do anything innovative that resulted in a cost savings? Was the Contractor competitive offering fair and reasonable prices for task order competitions | <ul style="list-style-type: none"> The relationship of the negotiated costs and budgeted costs to actuals over awarded tasks remains within proposed ceilings Maintains approved accounting and purchasing systems Favorable audit results with only minor corrections necessary Process improvement or change in providing support saved the Government time or money | <ul style="list-style-type: none"> Results of Audits by DCAA Review of approved DCMA provisional rates from year to year Review of cost proposals Review of savings information provided by Contractor in final report Review of Proposal Evaluation Information |
| Category | SDS - Objective | Metric – Performance Threshold | Method of Evaluation |
| Business Relations | <ul style="list-style-type: none"> Is the Contractor's integration and coordination of all activities needed to execute the contract adequate - specifically the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, the Contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management? Include, as applicable, information on the following: Is the Contractor customer oriented? | <ul style="list-style-type: none"> No more than 5 validated customer complaints from the CORs within a task order period of performance. A subjective assessment by the PCO based upon if the performance is a systemic concern or just a focus of a small number of task orders. | <ul style="list-style-type: none"> PCO receives feedback from CORs through task order performance reports IAW QASP, and other end users feedback, and monthly PEAC data and other reports from CORs and Customers PCO also evaluates |

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| | <ul style="list-style-type: none"> • Is interaction between the Contractor and the Government satisfactory or does it need improvement? • Is the Contractor responsive to the PCO, the ACO? | | <p>objectives at the contract level through day to day interaction with the prime Contractors including consideration of Contract Specialist feedback</p> |
| Management of Personnel | <ul style="list-style-type: none"> • How effective has the Contractor's performance been in selecting, retaining, supporting, and replacing, when necessary, qualified personnel? | <ul style="list-style-type: none"> • The Contractor effectively retains personnel with the appropriate levels of education, experience and expertise to accomplish the range of requirements described in the PWS/TO. The Contractor maintains a stable workforce without disruption of service in order to maintain continuity of services. | <ul style="list-style-type: none"> • PCO receives feedback from CORs through task order performance reports IAW QASP, and other end users feedback, etc. • PCO evaluates objectives at the contract level through day to day interaction with the prime Contractors including consideration of Contract Specialist feedback |
| Other, Meeting Small Business Subcontracting Requirements. | <ul style="list-style-type: none"> • Did the Contractor meet the requirements for subcontracting in Section H? • Were efforts taken to ensure early identification of subcontract problems and the timely application of corporate resources to preclude subcontract problems from impacting overall prime Contractor performance • Were the prime Contractor's demonstrated efforts devoted to developing and managing subcontracts effective? • Were the subcontractors integrated | <ul style="list-style-type: none"> • Meets requirements in Section H.21 (30%) • Any subcontracting issues addressed to the prime by the ACO are handled by the prime | <ul style="list-style-type: none"> • Review of data base submissions • Review of ESRS submissions • Review of task order proposals and number of task orders awarded based on competition between all prime |

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| | <p>as part of the prime Contractor's team?</p> <ul style="list-style-type: none"> • Is the prime Contractor growing its small business partners to become more capable (processes, financial capability, etc) | | <p>Contractors</p> |
|--|--|--|--------------------|

3.1.1 Monthly Report Requirements. The contractor shall provide a monthly report for each task order awarded to the appropriate Task Order Contracting Officer Representative. In addition, the contractor shall provide a monthly report with a summary of all contract efforts that rolls up the task order information to include a listing of each task order issued under the basic contract to the Contracting Officer (PCO) and Primary COR (PCOR). Monthly reports shall be submitted via e-mail (until the Government Database is fully operational)) to the required parties no later than the 10th day of each month covering the month preceding the submission date. Monthly reports shall include, but not be limited to, the following information:

- 3.1.1.1 Brief summary of progress and activities.
- 3.1.1.2 Progress and activities projected.
- 3.1.1.3 Anticipated difficulties in upcoming tasks and any issues on current tasks.
- 3.1.1.4 Task order funds expended (by month and to date) by subtask when applicable, to include labor for Cost type task orders.
- 3.1.1.5 Efforts made towards progress in Small Business Goals and in support of Small business
- 3.1.1.6 Recommended improvements or solution options.
- 3.1.1.7 Manpower Reporting. Until such time that an electronic database has been developed, all prime contractors will include in these monthly reports manpower data depicting all direct labor supporting the GBPS contract broken down by each major HQ Center, Component, and TSOC and other information as required LAW DoD and SOCOM policy.
- 3.1.1.8 Additional contract deliverables may be specified for each individual task order.

The Summary Monthly Report shall total up the information provided for the specific task order summaries into one overarching report for the PCO and PCOR to use to evaluate overall contract performance as required in the SDS.

3.2 SECURITY REQUIREMENTS.

3.2.1 Security will be in accordance with the DD Form 254, Department of Defense Contract Security Classification Specification. Contractor is required to currently have and maintain a facility clearance up to the Top Secret level and authorized Secret level safeguarding for this effort. Security requirements for individual task orders will be identified in a separate Performance Work Statement and DD Form 254. Contractor team individual(s) supporting specified task orders must be cleared at the appropriate level prior to the start of the task. Based on individual task order requirements access to SCI, SAP, NATO, Foreign Government, and Focal Point material in performance of this effort may be required. At the discretion of the Government, selected individuals supporting an individual task order may require access to Special Access Program (SAP) information. Access to SAP information requires the requisite security clearance based on a security investigation with a date less than 5 years old and requires employees to undergo additional personnel security screening meeting the DoD SAP-accessing directives and policies. Based on individual task order requirements access to SCI, Foreign Government, and Focal Point material in performance of this effort may be required. Contractors providing onsite support, and others as designated, will require access to SIPR and NIPR accounts at government facilities. Additional computer system access may be required based on identified task order support The Contractor Team will be authorized to courier

classified information up to the "Secret" level in performance of official duties upon approval of and designation by the officially appointed COR and in accordance with approved SOCOM and DoD security procedures. In addition to normal security requirements, the Government may perform an independent security determination to potential contractor personnel both before and during employment under this contract. Authorized uses of polygraph examinations will be conducted in accordance with DOD Directive 5210.48-R.

3.2.2 Security Management. Site managers for forward deployed locations shall possess a Top Secret security clearance with Sensitive Compartmented Information eligibility. The Contractor shall also maintain, on his home office staff, at least two managers who possess a Top Secret security clearance with SCI eligibility. One of these managers must always be available during normal business hours, 8:00am to 5:00pm EST, Monday through Friday.

3.2.3 Release of Contract Information. No information pertaining to individual task orders may be disclosed in proposals to Government agencies in response to requests for past performance assessments.

3.2.4 Classified Material. The Contractor shall comply with the provisions of the National Industrial Security Operating Manual (DOD 5220.22-M). The Contractor shall insure 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 and data are fulfilled. The Contractor's management system shall prevent unauthorized disclosure of classified and sensitive unclassified information. The Government shall be immediately notified if any security incident or any indication of a potential unauthorized disclosure or compromise of classified or sensitive unclassified information.

3.2.5 Security Management Support. The Contractor shall provide security management support including, but are not limited to, performing classified document control functions, classified materials inventories, program access requests, preparing and monitoring personnel indoctrination and debriefing agreements, and maintaining and using security-related databases.

3.2.6 As required, the Contractor must comply with applicable security requirements to support having SIPRNet in their facilities. Offsite personnel will require separate/distinct email domain (to be approved by Government) to support security requirements.

3.3 TRANSITION PROCESSES/PLAN. The Contractor shall be required to provide a transition process plan to be implemented following contract award. The following details are provided and shall be considered and used in the Contractors transition process:

3.3.1 Phase-In Periods. The Contractor shall develop comprehensive procedures for phasing in Contractor performance to the level required within the time allowed under the terms of this contract starting from time of award (approximately 30 Apr 1010) to 17 May 2010. The Contractor shall include the procedures for the Phase-In period of this contract as outlined in Section L of the RFP.

3.3.1.1 Phase-In Period – Contract. The period between contract award and contract commencement will constitute the Contract phase-in period. During the Contract phase-in period, the Contractor shall prepare to assume full responsibility for all areas of operation in accordance with the terms and conditions of this contract. Therefore, the Contractor should be completely established, have all processes/plans in place and ready to propose all efforts issued by this office and other offices with ordering authority by 17 May 2010 for effective task order start dates of 1 July 2010. The Contractor shall take all actions required for a smooth transition to support total contract operations as proposed and accepted. During the Contract phase-in period, the Contract shall at a minimum: obtain all required certifications and clearances, obtain all required personnel security clearances, attend post-award meetings as required, and be postured to propose on all task order Requests for Proposals and Statements of Objectives required to support the Government under this contract.

3.3.1.2 Phase-In Period – Task Orders. The period between 17 May 2010 and 30 Apr 2011 will constitute the Task Order phase-in period. During this time the task orders under the current support service contracts will expire,

therefore, the contractor will be required to propose on expiring task orders based on information provided by the Government – both in writing and orally. The Government intends to issue statements of objectives, and provide access to Government Contracting Officer Representatives in order to provide as much information available regarding the services to be provided. It is the Governments desire and intent to convert award as many task orders under this contract as truly performance based using specific QASP measurements and deliverables to assess services provided.

Section E - Inspection and Acceptance

CORS**252.201-7000 Contracting Officer's Representative.**

(a) *Definition.* "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

This contract will have several CORs appointed for administration and oversight of this contract. Reference the GBPS portal for further appointment and training requirements. Additionally, all CORS will conduct surveillance and report on contractor's performance in accordance with the Quality Assurance Surveillance Plan.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|---|------------|---|------------|
| 0001 | DCMA ST PETERSBURG GADSDEN BLDG SUITE 200 9549 KOGER BLVD. ST PETERSBURG FL 33702-2455 | Government | DCMA ST PETERSBURG GADSDEN BLDG SUITE 200 9549 KOGER BLVD. ST PETERSBURG FL 33702-2455 | Government |
| 0002 | DCMA ST PETERSBURG GADSDEN BLDG SUITE 200 9549 KOGER BLVD. ST PETERSBURG FL 33702-2455 | Government | DCMA ST PETERSBURG GADSDEN BLDG SUITE 200 9549 KOGER BLVD. ST PETERSBURG FL 33702-2455 | Government |
| 0003 | DCMA ST PETERSBURG GADSDEN BLDG SUITE 200 9549 KOGER BLVD. ST PETERSBURG FL 33702-2455 | Government | DCMA ST PETERSBURG GADSDEN BLDG SUITE 200 9549 KOGER BLVD. ST PETERSBURG FL 33702-2455 | Government |
| 0004 | DCMA ST PETERSBURG GADSDEN BLDG SUITE 200 9549 KOGER BLVD. ST PETERSBURG FL 33702-2455 | Government | DCMA ST PETERSBURG GADSDEN BLDG SUITE 200 9549 KOGER BLVD. ST PETERSBURG FL 33702-2455 | Government |
| 0005 | DCMA ST PETERSBURG GADSDEN BLDG SUITE 200 9549 KOGER BLVD. ST PETERSBURG FL 33702-2455 | Government | DCMA ST PETERSBURG GADSDEN BLDG SUITE 200 9549 KOGER BLVD. ST PETERSBURG FL 33702-2455 | Government |

| | | |
|----------|---|----------|
| 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 |

Section F - Deliveries or Performance

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|-----------------------------------|----------|-------------------------|-----|
| 0001 | POP 01-MAY-2010 TO 30-APR-2011 | N/A | N/A FOB: Destination | |
| 0002 | POP 01-MAY-2010 TO 30-APR-2011 | N/A | N/A FOB: Destination | |
| 0003 | POP 01-MAY-2010 TO 30-APR-2011 | N/A | N/A FOB: Destination | |
| 0004 | POP 01-MAY-2010 TO 30-APR-2011 | N/A | N/A FOB: Destination | |
| 0005 | POP 01-MAY-2010 TO 30-APR-2011 | N/A | N/A FOB: Destination | |
| 0006 | POP 01-MAY-2010 TO 30-APR-2011 | N/A | N/A FOB: Destination | |
| 1001 | POP 01-MAY-2011 TO 30-APR-2012 | N/A | N/A FOB: Destination | |
| 1002 | POP 01-MAY-2011 TO 30-APR-2012 | N/A | N/A FOB: Destination | |
| 1003 | POP 01-MAY-2011 TO 30-APR-2012 | N/A | N/A FOB: Destination | |
| 1004 | POP 01-MAY-2011 TO 30-APR-2012 | N/A | N/A FOB: Destination | |
| 1005 | POP 01-MAY-2011 TO 30-APR-2012 | N/A | N/A FOB: Destination | |
| 1006 | POP 01-MAY-2011 TO 30-APR-2012 | N/A | N/A FOB: Destination | |
| 2001 | POP 01-MAY-2012 TO 30-APR-2013 | N/A | N/A FOB: Destination | |
| 2002 | POP 01-MAY-2012 TO 30-APR-2013 | N/A | N/A FOB: Destination | |

| | | | |
|------|-----------------------------------|-----|-------------------------|
| 2003 | POP 01-MAY-2012 TO 30-APR-2013 | N/A | N/A FOB: Destination |
| 2004 | POP 01-MAY-2012 TO 30-APR-2013 | N/A | N/A FOB: Destination |
| 2005 | POP 01-MAY-2012 TO 30-APR-2013 | N/A | N/A FOB: Destination |
| 2006 | POP 01-MAY-2012 TO 30-APR-2013 | N/A | N/A FOB: Destination |
| 3001 | POP 01-MAY-2013 TO 30-APR-2014 | N/A | N/A FOB: Destination |
| 3002 | POP 01-MAY-2013 TO 30-APR-2014 | N/A | N/A FOB: Destination |
| 3003 | POP 01-MAY-2013 TO 30-APR-2014 | N/A | N/A FOB: Destination |
| 3004 | POP 01-MAY-2013 TO 30-APR-2014 | N/A | N/A FOB: Destination |
| 3005 | POP 01-MAY-2013 TO 30-APR-2014 | N/A | N/A FOB: Destination |
| 3006 | POP 01-MAY-2013 TO 30-APR-2014 | N/A | N/A FOB: Destination |
| 4001 | POP 01-MAY-2014 TO 30-APR-2015 | N/A | N/A FOB: Destination |
| 4002 | POP 01-MAY-2014 TO 30-APR-2015 | N/A | N/A FOB: Destination |
| 4003 | POP 01-MAY-2014 TO 30-APR-2015 | N/A | N/A FOB: Destination |
| 4004 | POP 01-MAY-2014 TO 30-APR-2015 | N/A | N/A FOB: Destination |
| 4005 | POP 01-MAY-2014 TO 30-APR-2015 | N/A | N/A FOB: Destination |
| 4006 | POP 01-MAY-2014 TO 30-APR-2015 | N/A | N/A FOB: Destination |

CLAUSES INCORPORATED BY REFERENCE

52.247-34

F.O.B. Destination

NOV 1991

Section G - Contract Administration Data

SECTION G SPECIAL INSTRUCTIONS**G.1 Responsibility for Contract Administration**

Procuring Contracting Officer: The Global Battlestaff and Program Support, Contracting Officer (KO), identified below, has the overall responsibility for this contract. The KO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, and requirements. The KO may delegate certain other responsibilities to his/her authorized representatives or Contracting Officer Representative (COR). The KO for this contract is:

Ms. Deanna Cox, USSOCOM, SOAL-KH, 7701 Tampa Point Blvd. MacDill AFB, FL 33621-5323

Administrative Contracting Officer: Delegation of Contract Administration per FAR 42.302 with the exception of paragraphs (a) (1), (3),(6),(10), (15) (22),(23),(25),(30),(31),(38),(40),(52),(55),(58)(59),(62),(64),(70) which will be retained by the PCO is designated to:

Defense Contract Management Agency (DCMA) St. Petersburg
9549 Koger Blvd N., Gadsden Bldg, Suite 200
St Petersburg FL 33702-2455

Further, the ACO will provide upon request to the SOAL K KO feedback annually on each prime contractor's performance for inclusion in the annual Contractor Performance Assessment Reports.

Ordering Officer: The authorized Contracting Officer who issues a task order will also administer that task order with the exception of the DCMA delegated areas outlined in FAR 42.302. If any office is granted ordering authority reference Section H.

All Government Contracting Officer Representatives (COR), Technical Representatives (TR), and Ordering Offices, shall review and comply with the the terms and conditions contained within this basic contract and the guidance provided via the GBPS portal; <https://sof.socom.mil/sites/SORDAC/GBPS/Pages/default.aspx> during the administration of this contract vehicle. The portal provides guidelines, processes, reference materials, templates, and compliance requirements for the use of this contract. The guidelines and instructions contained within the portal are imperative in achieving quality support services and maintaining high standards of oversight.

G.2 ACCOUNTING & APPROPRIATION DATA

To be cited in individual task orders and on modifications issued.

Estimated cost will be shown in each task order, for the purpose of the Limitations of Funds/Cost Clause. The contractor shall advise the Contracting Officer upon reaching 75% of the estimated cost. A monthly consolidated report for all applicable cost type task orders will be submitted to the Contracting Officer.

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS:

This contract is not funded. All funding and payment will be made at the task order level and those instructions are contained in each task order. The following will apply to all task orders issued under this contract unless otherwise stated within the individual task order:

- 1) Line item specific: single funding. If there is only one source of funding for the contract line item (i.e., one ACRN), the payment office will make payment using the ACRN funding of the line item being billed.
- 2) Line item specific: by fiscal year. If there is more than one ACRN within a contract line item, the payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

A. INVOICE SUBMISSION AND PAYMENT

ELECTRONIC SUBMISSION OF INVOICES AND RECEIVING REPORTS IS MANDATORY in accordance with DFARS 252.232-7003

(1) ELECTRONIC SUBMISSION VIA WIDE AREA WORKFLOW (WAWF): Contractors must register and begin submitting electronic invoices immediately through the Wide Area Workflow Receipt and Acceptance Internet site: <https://wawf.eb.mil/>. On line training is available at <http://www.wawftraining.com> unless unable to do so. Use the following data elements to invoice for services or supplies procured via task orders under this contract. The award document number is located in the lower right-hand corner.

Vouchers for Cost-Type CLINs. In accordance with DFARS 242.803(b), DCAA will be the authorized representative of the contracting officer for:

- Receiving vouchers
- Approving interim vouchers
- Authorizing direct submission of interim vouchers for provisional payment to the disbursing office
- Issuing DCAA Forms 1, "Notice of Contract Costs Suspended and/or Disapproved."

DCAA Determination of Contractor Eligibility for Direct Billing Authority. DCAA may evaluate the contractor's Billing System and determine the contractor's eligibility for direct billing authority. Criteria for eligibility are described in DCAAP 7641.90 "Information For Contractors", available at <http://www.dcaa.mil>. After approving the contractor's billing system and authorizing direct submission of interim vouchers, DCAA notifies the contractor that it may submit cost vouchers, (except first and completion/final vouchers) direct to the DFAS payment office. The first and final voucher must go to the DCMA Administrative Contracting Officer (ACO) for approval. If DCAA withdraws direct billing authorization, DCAA will notify the contractor, the ACO, and the DFAS payment office, and will direct the contractor to submit vouchers to DCAA for review and approval. Contractors not determined to be eligible for direct billing are required to submit interim vouchers to DCAA for approval.

Invoices for Firm-Fixed Price CLINs. The ACO will be delegated responsibility by the PCO for reviewing and approving invoices for firm-fixed price CLIN's, in which case the contractor shall submit firm-fixed price invoices directly to the ACO, who will in-turn forward them to DFAS. As such, all contractors when inputting invoices for Firm-Fixed Price CLINs shall use WAWF INVOICE 2-in-1 and use S1109A as both the Inspect By and Service Acceptor." The contractor shall include a Certificate of Conformance with each invoice to certify the work performed during the billing period per FAR 52.246-15.

When invoicing for cost type CLINs contractors shall use WAWF Cost Vouchers and use the appropriate DCAA DoDAAC as the Service Approver on Interim vouchers and S1109A as the Service Approver on Final vouchers.

The contractor shall segregate and bill separately costs for each Delivery/Task Order issued under this contract. Cost for performing work set forth in one Delivery/Task Order shall not be allowable under any other Delivery/Task Order.

If a Delivery/Task Order contains multiple CLINs/SLINs the contractor shall segregate and bill separately costs for each CLIN/SLIN of the Delivery/Task Order additionally, contractors will invoice by ACRN as outlined in G.2 above. Cost for performing work set forth on one CLIN/SLIN shall not be allowable under any other CLIN/SLIN. The contract number and Delivery/Task Order number shall appear on all work accomplished and on all invoices in WAWF. When submitting invoices for FFP task orders contractors shall submit as 2-in-1 invoices. When invoicing for cost type task orders contractors shall input as Cost vouchers.

G.3 Quick Closeout Procedures. (also reference 52.216-7) In efforts to expedite contract closeout, the Contracting Officer responsible for contract closeout may use the quick-closeout procedure to negotiate the settlement of indirect costs for a specific task order in advance of the determination of final contract cost IAW Criteria for Quick Closeout, FAR 42.708. Contractors shall support all Contracting Activities in an effort to ensure quick closeouts. Management oversight that does not facilitate quick closeout may be reflected in CPARS under the Cost Control

evaluation factor. As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$250 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law. This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

G.4 Travel-Cost Reimbursable: Travel cost will be based on estimated costs per the Federal Acquisition Regulation FAR Part 31.205-46. Cost estimates will be based on number of trips, number of personnel, and location Per Diem Rate as posted on <https://secureapp2.hqda.pentagon.mil/perdiem/> per individual Task Order. The Contractor should use this cost estimate in its overall price proposal.

G.4.1 5652.231-9001 Allowable Travel Costs (2005)

(a) Pursuant to Public Law 99-234, reasonable and allowable Contractor costs for transportation associated with the performance of this contract may be reimbursed upon mileage, rates, actual costs, or a combination thereof, lodging, meals and incidental expenses may be based upon per diem, actual expense, or a combination therefore, provided that the method used results in a reasonable charge.

The cost above shall be determined reasonable and allowable to the extent that they do not exceed, on a daily basis, the maximum per diem rate in effect at the time of travel as set forth in:

(1) Federal Travel Regulations, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, the Commonwealth of Puerto Rico, and the territories and possessions of the United States, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402, Stock No. 906-010-000000-1; or at http://www.gsa.gov/Portal/gsa/ep/contentView.do?P=MTT&contentId=13265&contentType=GSA_BASIC in electronic format.

(2) Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowance for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in (a)(1) of this clause, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402, Stock No. 744-008-000000-0; or at <http://www.state.gov/m/a/als/prdm/2002/9892.htm> in electronic format

(b) Cited Federal Regulations are not incorporated in their entirety. Only sections defining lodging, meals and incidental expenses and those sections dealing with special or unusual situations and setting forth maximum per diem rates are incorporated herein.

G.5 5265.228-9000 Required Insurance (2003)

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 |
| Property Damage Liability | \$20,000 per occurrence |
| Workers Compensation & Occupational Disease | As required by federal and State Statutes |
| Employer's Liability | \$100,000 |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------------|--|----------|
| 52.232-1 | Payments | APR 1984 |
| 52.232-8 | Discounts For Prompt Payment | FEB 2002 |
| 52.232-9 | Limitation On Withholding Of Payments | APR 1984 |
| 52.232-17 | Interest | OCT 2008 |
| 52.232-18 | Availability Of Funds | APR 1984 |
| 52.232-23 | Assignment Of Claims | JAN 1986 |
| 52.232-23 Alt I | Assignment of Claims (Jan 1986) - Alternate I | APR 1984 |
| 52.232-25 | Prompt Payment | OCT 2008 |
| 52.232-25 Alt I | Prompt Payment (Oct 2008) Alternate I | FEB 2002 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | OCT 2003 |
| 52.242-1 | Notice of Intent to Disallow Costs | APR 1984 |
| 52.242-3 | Penalties for Unallowable Costs | MAY 2001 |
| 52.242-4 | Certification of Final Indirect Costs | JAN 1997 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.242-15 | Stop-Work Order | AUG 1989 |
| 52.242-15 Alt I | Stop-Work Order (Aug 1989) - Alternate I | APR 1984 |
| 52.246-15 | Certificate of Conformance | APR 1984 |
| 252.204-7006 | Billing Instructions | OCT 2005 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | MAR 2008 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |

CLAUSES INCORPORATED BY FULL TEXT

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

Funds are not presently available for performance under this contract . All funding will be applied at the task order levels. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond the basic period per task order, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

Section H - Special Contract Requirements

SECTION H CLAUSES

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Section H - Special Contract Requirements

H.2 5652.201-9002 Authorized Changes Only by Contracting Officer (2005)

The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as part of this contract. Except as specified herein, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause in Section I. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof. The address and telephone number of the Contracting Officer is

Ms. Deanna Cox
USSOCOM, SOAL-KH
7701 Tampa Point Blvd.
MacDill AFB, FL 33621-5323
813-282-8795 X6109

H.3 5652.204-9003 Disclosure of Unclassified Information (2007)

(a) On September 21, 2001, the Department of Defense designated Headquarters US Special Operations Command (USSOCOM) a sensitive unit, as defined by Title 10 United States Code (USC) Section 130b (10 USC 130b). In keeping with this designation, unclassified information related to USSOCOM with respect to any military information, operations, technology, or acquisitions managed by USSOCOM or any of its component commands, will be designated Controlled Unclassified Information (CUI). As such, the contractor hereby unequivocally agrees that it shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document, contractor's external website, newspaper, magazine, journal, corporate annual report, etc.), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval. Furthermore, any release of information which associates USSOCOM, Special Operation Forces (SOF), any component command or any USSOCOM reporting organization with an acquisition program, contractor, or this contract is prohibited unless specifically authorized by USSOCOM.

(b) Request for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The contractor shall submit the request to the Contracting Officer at least 45 days before the proposed date for release for approval. No release of any restricted information shall be made without specific written authorization by the Contracting Office.

(c) The Contractor shall include a similar requirement in each subcontract under this contract. Subcontractors shall submit request for authorization to release through the prime contractor to the Contracting Officer.

(d) The Contractor further understands that Title 18 USC Section 701 specifically prohibits the use of the USSOCOM emblem or logo in any medium (e.g., corporate website, marketing brochure, news paper, magazine, etc.) unless authorized in writing by USSOCOM. Forward any request to use the USSOCOM emblem or logo through the Contracting Officer.

H.4. Contractor Identification and Security Requirements, Also reference Section 3.2, PWS

a. The Contracting Officer intends to issue task orders whose scope of effort will be in support of classified programs. In order to be eligible to provide support to classified programs, prime contractors must possess a Top Secret facility clearance at time of contract award. Individuals performing work under resultant tasks orders must comply with applicable program security requirements which will require personnel security clearances up to and including Top Secret at time of award per Section 3.2 of the PWS and task order instructions. Specific task orders may also require individual personnel to have access to Sensitive Compartmented Information (SCI) or DCID 6/4 eligibility, Nuclear Command and Control (NC2), and possibly Special Access Information, such as Special Access Programs (SAP), Special Access Requirements (SAR), and Special Technical Operations (STO) clearances. Therefore, although for prime award eligibility contractors need only show proof of Top Secret Facility Clearance per Sections L and M, however, contractors must be prepared to propose on efforts requiring higher security requirements at the task order levels after award. At this time all TS/SCI is performed on site.

- b. Where classified information/data is involved, the contractor shall comply with the "National Industrial Security Program Operating Manual (NISPOM)" and the DD Form 254 (Contract Security Classification Specification) that is included as an attachment in Section J. (Ref FAR 52.204-2)
- c. The contractor will be required to comply with all security requirements enforced by the applicable sponsoring Government agency. In accordance with DoD 5200.2-R, Personal Security Program, contractor personnel shall have as a minimum a favorable National Agency Check (NAC) completed before being permitted access to any Government automated information technology system.
- d. When directed by the Contracting Officer, the contractor shall remove any employee who endangers national security. Removal shall not be a direct charge to the Government.
- e. Contractor employees shall obtain and display identification/security badges to obtain access to any Government installation and any buildings used by the contractor. 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 (COR) and turn their badge into the Security Management Office (SMO) and clear all computer systems to which they have access. Security clearances will be processed IAW established procedures, and will be the responsibility of the contractor.
- f. The Government (DISCO) shall have and exercise full and complete control over granting, denying, withholding, or terminating security clearances for contractor employees. Furthermore, the Government reserves the right to grant personnel temporary security clearances in emergency situations. However, this shall incur no obligation on behalf of the Government to grant any of these personnel permanent clearances if the subsequent background investigation does not recommend the clearance.
- g. The contractor's employees are prohibited from possessing weapons, firearms or ammunition, on themselves or within their contractor-owned vehicle or privately owned vehicle while on any Government installation except IAW 252.225-7040 - CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JAN 2009).
- h. The contractor shall control access to all Government provided lock combinations to preclude unauthorized entry. The contractor is not authorized to record lock combinations without written approval by the Government. Records with written combination(s) to authorized secure storage containers, secure storage rooms or certified vaults, shall be marked and safeguarded at the highest classification level as the classified material(s) maintained inside the approved containers.
- i. Contractor employees working within government facilities are required to attend/complete all command required security course (newcomers, Information Security, LAN, etc.). Prior to traveling outside of the U.S. on leave or temporary duty (TDY), contractor personnel must also receive anti-terrorism awareness training and threat briefings for their intended destination. Prime contractors are responsible for ensuring that their team members/subcontractors attend this required training.

H. 5 Common Access Cards for Contractor Personnel

(a) For installation(s)/location(s) cited in the contract, contractors shall ensure Common Access Cards (CACs) are obtained by all contract or subcontract personnel who meet one or both of the following criteria:

(1) Require logical access to Department of Defense computer networks and systems in either:

(i) the unclassified environment; or

(ii) the classified environment where authorized by governing security directives.

(2) Perform work which requires the use of a CAC for installation entry control or physical access to facilities and buildings.

(b) Contractors and their personnel shall follow the procedures outlined in the DMDC Contractor Verification System User Manual, Version 2.0.1 April 2009. The Trusted Agents for this contract are the Appointed CORs per task order. It is the responsibility of the prime contractors to ensure the CORs have all updated information in order to process timely reverifications and new requests in CVS.

During the performance period of the contract, the contractor shall:

- (1) Return CACs in accordance with local policy/directives within 7 working days of a change in status for contractor personnel who no longer require logical or physical access;
- (2) Return CACs in accordance with local policy/directives within 7 working days following a CACs expiration date; and
- (3) Report lost or stolen CACs in accordance with local policy/directives.
- (4) Within 7 working days following completion/termination of the contract, the contractor shall return all CACs issued to their personnel to the issuing office or the location specified by local policy/directives.
- (5) Failure to comply with these requirements may result in withholding of final payment.

H.6 Government Contractor Relationships

The Government and the contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services. The parties recognize and agree that no employer - employee relationships exist or will exist under the contract between the Government and Contractor and/or between the Government and the Contractor's employees. It is therefore, in the best interest of the Government to afford the parties a full and complete understanding of their respective obligations.

Contractor personnel under this contract shall not:

- be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction, or evaluation of a Federal Officer, Military or Civilian.
- be placed in a staff or policy making position.
- be placed in a position of command, supervision, administration or control over Military or Civilian Personnel, or personnel of other contractors, or become a part of the Government organization.
- be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations or the Civil Service Commission.
- Be used to perform inherently governmental functions IAW FAR 7.5

The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the contractor's employees will act and exercise personal judgment and discretion on behalf of the contractor.

Rules, regulations, directions and requirements which are issued by command authorities under their responsibility for good order, administration, and security are applicable to all personnel who enter the installation, or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control, which is inconsistent with a non-personal service contract. Reference Business Rules for further "do's and don'ts" guidance on non-personal service contract support.

H.7 Conduct of Personnel

The Contractor, including his assigned personnel, performing services on a military reservation shall be guided by and shall observe and comply with all applicable rules, regulations, directions and requirements pertaining to conduct of personnel on the military reservation as prescribed by the Commander of the military reservation during the performance of the required services. The Contractor further agrees to recognize the authority of the responsible military Commander to suspend, restrain or restrict the activities of Contractor personnel whenever in his judgment such action is deemed necessary for the protection of personnel and equipment under his military jurisdiction.

H.8 Maintaining Personnel The Government considers maintaining a low rate of personnel turnover an important performance measure of the success of this contract. It costs both the Government and the Contractor significant time and money to orient and in-process new personnel. Accordingly, when replacing personnel, the Contractor must ensure that the new personnel meet or exceed the stated qualification of the individuals originally proposed

H.8.1 Key Management Personnel Requirements Contract Level

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 Management Personnel**" and are those persons whose resumes were submitted for evaluation of the initial 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 Officer. The Contracting Officer shall promptly notify the contractor of approval or disapproval in writing.
- (3) 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, and will consider when assessing performance prior to exercising an option year.

H.9 Mission Essential Contractor Personnel

The Contracting Officer has identified all or a portion of the services performed under this contract as "Essential DoD Contractor Services" as defined and described in DoD Instruction (DoDI) 3020.37, "Continuation of Essential DoD Contractor Services During Crises." Hereafter, the personnel identified by the contractor to perform these services shall be referred to as "Mission Essential Contractor Personnel."

If notification is provided that a task order will require mission essential support, the Contractor shall provide a written list of all "Mission Essential Contractor Personnel" to the Contracting Officer or designee. The list shall identify names and country(ies) where each employee will perform work under the task order.

As required to comply with or perform pursuant to DoD or SOCOM requirements, the contracting officer shall direct the contractor to comply with requirements intended to safeguard the safety and health of Mission Essential Contractor Personnel. The Contracting Officer may communicate the requirements through a letter of notification or other means, and subsequently modify the contract to incorporate the requirements via full text or by reference. The Contractor may file a proposal for cost or other impacts under the Changes clause or a Request for Equitable Adjustment.

H.10 Deployments

All contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States must be accounted for in the Synchronized Predeployment and Operational Tracker (SPOT) Program located at <https://spot.altess.army.mil/>. Per DFARS 252.225-7040. All prime contracts will be pre-loaded in SPOT by the KO. All contractors will be required to input the LOA requests per task order, per employee in SPOT and send to the applicable COR for that task order. After COR approval the KO will finalize and sign the LOA in SPOT.

H 10.1 The prime contractors will each have a Point of Contact that will process the LOAs within the SPOT system. The COR will be assigned as the Government Authority and the Contracting Officer (KO) approves the LOA within the system. A complete SPOT guide will be provided via email to all prime contractors for assistance. The basic process for LOA's is three steps:

Step 1: All prime contracts will be loaded in SPOT by SOAL KH; we will pre-load authorizations, privileges per the contract, etc. and ensure all CORS are in the SPOT system.

Step 2: An LOA is requested as part of creating a deployment (from contractor) at the task order level. The LOA is assigned to a Government Authority user (the COR).

Step 3: The Government Authority (COR) reviews the LOA inbox and authorizes the LOA.

Step 4: The Contracting Officer then reviews the LOA, inserts the accounting data from the task order, and approves. Once the KO approves the LOA it is digitally signed and available to be reviewed and printed.

H.11 Work Period and Authorized Holidays

A standard work period of 40 hours Monday through Friday has been established for this contract for the majority of all required support. Command core hours are 0900-1500 hours, however, contractors are permitted to work flexible work hours to support their customer. Due to security restrictions, Contractors will not be permitted to work on Saturday, Sunday or legal holidays for on-site support unless authorized by the Contracting Officer or the Cognizant Contracting Officer Representative (COR). Contractors are responsible to manage the requirement to ensure task order ceiling hours are not exceeded in the case of cost type orders and additional funds will not be required by the Government. Proper notifications will be accomplished per limitations of cost reporting contract clauses.

- January 1st
- 3rd Monday of January
- 3rd Monday of February
- Last Monday of May
- July 4th
- 1st Monday of September
- 2nd Monday of October
- November 11th
- 4th Thursday in November
- 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 one of the above designated legal holidays falls on a Saturday, the preceding Friday will be observed as a legal holiday .

H. 12 5652.216-9005, Government Down Time for Various Reasons (2005)

From time to time Government installations may be closed in response to an unforeseen emergency or similar occurrence, or by order of the President, Secretary of Defense, or installation commander. Designated emergencies include, but are not limited to, adverse weather such as snow or flood, an act of God such as a tornado or earthquake, acts of war or terrorism, computer failures, or a base disaster such as a natural gas leak or fire.

- (1) Under such designated emergencies or other ordered base closures, contractor personnel will not be allowed on the Government installation unless specifically approved by the Contracting Officer in accordance with installation policies and procedures. If an emergency requiring installation closure occurs while contractor

personnel are on the installation, contractor personnel shall promptly secure all government furnished property appropriately and evacuate in an expedient but safe manner unless otherwise directed by the Contracting Officer.

- (2) If the installation closure causes a delay in the work required by the contract, the Government may:
- (i) grant a time extension in each task order delayed by the closure equal to the time of the closure, subject to the availability of funds.
 - (ii) terminate the work or a portion of the work.
 - (iii) reschedule the work on any day satisfactory to both parties.
 - (iv) permit the contractor to perform at an off-site location during the period of installation closure if meaningful work can be accomplished. Contractor shall certify to the government by letter within 5 business days of returning to work the nature and scope of the work completed off-site. There shall be no adjustment to the contract labor rates for work performed off the installation.
 - (v) require that the Contractor continue on-site performance during the installation closure period in accordance with installation procedures.

H. 13 RESERVED

H. 14 Decentralized Task Orders (Ordering Authority)

The GBPS contract allows for both centralized and decentralized execution of task orders. SOCOM and authorized users at the SOCOM Components may receive access to the GBPS contract for the purpose of awarding and administering task orders. Centralized orders will be issued and administered through HQ USSOCOM Directorate of Procurement, HQ Services Support Division, SORDAC K and decentralized orders will be issued and administered through the requesting organization's Cognizant Contracting Activity. Section G and the guidelines outlined on the GBPS portal will be adhered to by all contract organizations granted this ordering authority. Contractors will be notified in writing which offices have been granted decentralized ordering authority during the performance of this contract if any.

H. 15 Organizational Conflict Of Interest and Protecting and Handling Proprietary Information

H.15.1 Organizational Conflict of Interest

(a) The work to be performed by the contractor under this contract is of such a nature that it may create an organizational conflict of interest as contemplated and defined by Subpart 9.5 of the Federal Acquisition Regulation (FAR). The contractor (as defined in paragraph (d) below) shall not engage in contract activities which may impair its ability to render unbiased advice and recommendations, or in which it may gain an unfair competitive advantage as a result of the knowledge, information and experience gained during the performance of this contract.

(b) The contractor shall not participate as a prime contractor, subcontractor, consultant or team member in any acquisition for services, hardware or software during the life of this contract or through the initial production contract, whichever is longer, where:

(1) The contractor, in performing a task/delivery order under this contract, has participated in requirements generation, requirements analysis, acquisition support, budget planning and management, business process reengineering, program planning and execution support, or statement of work preparation; or,

(2) The system, hardware, or software, being developed has the potential of being tested by the contractor under a task/delivery order issued under this contract; or,

(3) The contractor may have an unfair competitive advantage resulting from the information gained during the performance of a task/delivery order under this contract; or,

(4) Contractor performs technical evaluation of contractor proposal and/or products or services or provides advisory services in relation thereto.

(c) The Contractor may be required to perform technical evaluation of contractor offers and/or products as well as advisory and assistance services relative to the same. In these instances, the Contractor will not evaluate or advise the Government concerning its own products or activities.

(d) The term "contractor" herein used means:

- (1) The organization entering into this contract with the Government;

- (2) All business organizations with which it merges, joins or affiliates, now or in the future, and in any manner whatsoever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of;
- (3) Its parent organization (if any), and any of its present or future subsidiaries, associates, affiliates; and,
- (4) Any organization or enterprise over which it has direct or indirect control (now or in the future).

(e) "Affiliates" means concerns and entities where one controls or has the power to control the other, or a third party or parties controls or has the power to control both. It does not matter whether control is exercised, so long as the power to control exists.

(f) Government representatives shall have access to the contractor's premises and the right to inspect all pertinent books and records in order to insure that the contractor is in compliance with Subpart 9.5 of the FAR and this provision.

(g) If the contractor, after award, discovers a potential organizational conflict of interest, a prompt and full disclosure shall be made in writing to the contracting officer. This disclosure shall include a description of the actions the contractor has taken or proposes to take to avoid or mitigate the conflict.

(h) The Government may waive application of this clause when it is determined to be in the best interest of the Government to do so.

(i) The contractor shall include this provision, including this paragraph, in subcontracts of any tier. The use of this clause in such subcontracts shall be read by substituting the word "subcontractor" for the word "contractor" wherever the latter appears."

H.15.2 Protecting and Handling Proprietary Information

(a) During contract performance the contractor may, either directly or through the Government, receive proprietary technical data and computer software (hereafter "proprietary information") of other contractors. The contractor shall protect such proprietary information with the same caution that a reasonably prudent contractor would use to safeguard highly valuable property. Proprietary information shall not be duplicated, used or disclosed in whole or in part, without prior permission of the Government, for any purpose other than to perform this contract. This restriction does not limit the contractor's right to use, duplicate or disclose such information if such information was lawfully obtained by the contractor from other sources.

(b) The contractor shall enter into written agreements with all companies whose proprietary information it receives. In addition, the contractor shall obtain individual non-disclosure agreements from all employees who have access to such data. The contractor shall furnish to the Contracting Officer (CO) copies of these written agreements.

(c) The contractor shall include this provision, including this paragraph, in subcontracts of any tier which involve access to information covered in paragraph (a) above. The use of this clause in such subcontracts shall be read by substituting the word "subcontractor" for the word "contractor" wherever the latter appears.

H.16 Associate Contractor Agreements

The Contractor shall enter into Associate Contractor Agreements (ACA) for any portion of the contract requiring joint participation in the accomplishment of the Government's requirement as specified in individual orders. Joint participation may involve entering into this agreement with another GBPS prime in support of one or more customers or it may also include agreements with other contract primes outside of GBPS as identified within a specific task order. The agreements shall include the basis for sharing information, data, technical knowledge, expertise, and/or resources essential to the interaction of the program support, which shall ensure the greatest degree of cooperation for the development of the program to meet the terms of the contract. Associate Contractor information identified below is to be provided for individual task orders as required.

- (a) CONTRACTOR ADDRESS PROGRAM/CONTRACT
- (b) ACAs shall include the following general information:

- 1) Identify the associate Contractors and their relationships.
 - 2) Identify the program involved and the relevant Government contracts of the associate Contractors.
 - 3) Describe the associate Contractor interfaces by general subject matter.
 - 4) Specify the categories of information to be exchanged or support to be provided.
 - 5) Include the expiration date (or event) of the ACA.
 - 6) Identify potential conflicts between relevant Government contracts and the ACA; include agreements on protection of proprietary data and restrictions on employees.
- (c) The cooperating Contractors shall provide a copy of such agreement to the Contracting Officer for review before execution of the document.
- (d) The Contractor is not relieved of any contract requirements or entitled to any adjustments to the contract terms because of a failure to resolve a disagreement with an associate Contractor.
- (e) Liability for the improper disclosure of any proprietary data contained in or referenced by any agreement shall rest with the parties to the agreement, and not the Government.
- (f) All costs associated with the agreements are included in the negotiated cost of this contract. Agreements may be amended as required by the Government during the performance of this contract.
- (g) The following Contractors are associate Contractors with whom agreements are required: (To be provided per task order if necessary)

H. 17 Cross-teaming

Teaming arrangements in which Prime Contractors participate as a subcontractor/team member with another Prime Contractor are not authorized under this contract for task order competitions. In addition, an offeror under the contract solicitation may not compete to be the prime for one team and a subcontractor for another team. Contractor team arrangements will comply with FAR 9.6.

H. 18 Prime-Subcontractor List

Any time a prime adds or delete a major subcontractor (performing 25% of the overall effort) the prime Contractor shall provide an updated list to the Contracting Officer or Administrative Contracting Officer for review and approval per FAR Part 44 . All prime contractors shall maintain an approved purchasing system, however, if during the period of performance the prime contractor does not have an approved purchasing system, 10 U.S.C. 2306 requires notification before the award of any cost-plus-fixed fee subcontract, or any fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract. Primes are encouraged to foster long-term relations with subs on their teams. The prime Contractor is responsible for providing timely notification to the Government of any acquisition or mergers involving the prime contractor to include the potential impact on this contract.

H.19 Subcontracting Requirement

The magnitude of this contract may require many business concerns to team, partner, and/or subcontract with other business concerns (large and small). The Government has set a small business subcontracting requirement of 30% of total contract dollars (less material, ODC, and Travel) for this contract. All large business prime contractors will be required to meet and maintain this requirement throughout the life of the contract. Data regarding each Contractor's subcontractor performance will be obtained as follows: after contract award, large business prime contractors shall submit documentation supporting actual total contract dollars subcontracted to small business concerns in accordance with eSRS contract clause. This 30% minimum requirement shall be evaluated by the ordering KO as

part of a determination of past performance compliance for exercising an option period on that prime contractor's contract. Additionally, the Government shall be entitled to a unilateral reduction on contract price in an amount that, considering the circumstances, is determined to be equitable by the KO (see Clause H.21)

H.20 Exercise of Contract Option Period

Prior to exercising a prime award option period the Government will review the Contractor's performance based upon information obtained from all evaluation areas in the Contractor Performance Assessment Reports in CPARS and input obtained through internal sources, including the CORs IAW the QASP, meeting the contractual subcontracting requirements, quality of service, proven task order competitiveness, and proven cost control over the basic contract award period. At the time of review, if the Contracting Officer (KO) determines that a contractor's performance is unsatisfactory, the Government will not exercise the option on that specific contract. If at the time of review the KO determines that a Contractor's performance to that point is satisfactory, the Government may unilaterally exercise the option on that contract for that option period.

H.21 Small and Small Disadvantaged Subcontracting Requirements

The contractor's approved subcontracting plan is a material requirement of this contract. The subcontracting levels stated in the approved plan are the minimum requirements of the contract. The percentages stated in this clause are not goals; they are mandatory requirements. The minimum mandatory requirements are a percentage of total contract dollars (direct labor only, not inclusive of material, ODC, or Travel). Additionally, for task orders or task order modifications that will be performed entirely outside of the United States and its outlying areas those dollars will be excluded from the requirement for the 30% Small Business mandate.

| CATEGORY | MINIMUM REQUIREMENT |
|----------------------------------|---------------------|
| Small business | 30% |
| Small disadvantaged ** | 5% |
| Woman owned** | 3% |
| HUBZone*** | 0% |
| Veteran owned** | 3% |
| Service Disabled Veteran Owned** | 3% |

**Included in 30%

*** HUBZone Small Business subcontracting is highly encouraged. Any percentage of subcontracts awarded to HUBZone Contractors will be counted and included in the overall required 30%.

The firm(s) must be registered in the Central Contractors Registration <https://www.bpn.gov/ccr/default.aspx> Also recommend Pro-Net, Dynamic Small Business Search Engine http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm

H.21.1 Penalty for Failure to meet the Small and Small Disadvantaged Business Contracting Participation

The initial evaluation of small business subcontracting performance will be the second regular Subcontracting Report for Individual Contracts and Summary Contract Report submission that occurs after the first, full 1 year period from contract award. All subcontracting reports will be submitted via eSRS. Additionally, starting at this same time period all prime contractors will begin including a separate report within the monthly reports required under PWS paragraph 3.1.1 which reports total direct labor dollars being subcontracted IAW H.21 above.

If the actual Small Business performance for the overall contract effort does not meet the mandatory goals stated in the approved subcontracting plan for each category, the Government shall be entitled to a reduction in profit/fee at the task order levels. Prior to exercising any task order option periods for a period of 1 year after the eSRS submission outlining unachieved goals, (i.e. if you have 20 task order options being exercised over the next year, all are effected) the government will be entitled to reduce the profit/fee that was negotiated and awarded for those option periods by 2.5% of the estimated cost for each option period being exercised for every task order over the

next year (penalty period). For example, on a cost plus fixed fee task if the estimated cost is \$100,000 and the fixed-fee is \$10,000, the fee would be reduced by \$2,500, to \$7,500. On a firm fixed price task, if the negotiated cost was \$100,000 and negotiated profit was \$10,000, (totaling \$110,000) the task price would be reduced by \$2,500 and the resulting task price would be \$107,500.

The reduction will effect that entire full option period year of that task order (example, a prime submits a report in May 2012 reflecting goals are not met; the prime currently has 10 active task orders with option years; prior to exercising any task order options from June 2012 to May 2013 the government will reduce the fee for the option period being exercised; if the task order option period exercised period of performance is Nov 2012 to Nov 2013, the fee reduction applies for that entire year).

In addition, if the contractor does not meet the 30% subcontracting requirement, the Government may elect not to exercise the next option period on that prime contractor's contract per the QASP or an option under a specific task order.

H.21.2 Credit For Subcontracting to AbilityOne Firms

There are no mandatory contractual requirements to subcontract to AbilityOne Firms. The Government is however offering an incentive to encourage prime contractors to provide subcontracting opportunities to AbilityOne. For each percentage point or fraction thereof subcontracted to an AbilityOne firm the prime contractor shall receive a corresponding 2 for 1 credit toward their total 30% Small Business mandate for the next reporting period. Example, AbilityOne receives 1% of the total contract dollars (by prime contractor) during the base period of the contract. The prime contractor who subcontracts with AbilityOne will have already met 2% of their total subcontracting mandate.

H. 22 Procedures for Issuing, Evaluating, and Awarding Task Orders

General. This contract is designed to meet the wide and varied needs of USSOCOM. As such, FFP, FP LOE, FPIF, CPFF, and CPIF types of task orders may be awarded hereunder, however, FFP will be the preferred contract type to accompany performance based concepts to the maximum extent possible. The Government will determine the most appropriate task order contract type for each effort. The Government may unilaterally deviate from these procedures at any time as required. The Government intends to award the first four task orders based on the task proposals submitted with the contract proposal shortly after the prime awards are made and further discussions are not anticipated for these initial 4 awards. The basis of award of the 4 initial task orders will be in accordance with H.22.3. The Contractor shall normally have 25 days to submit their proposals, unless a) a longer timeframe is specified in the request for task order proposal, or b) it is an urgent requirement as addressed below in H.22.1 or c) the Government determines that the task order does not require a 25 day time period to submit a valid proposal. Accordingly, the amount of time for proposal submission will be 25 days for each task order unless so identified in the instructions to offerors (ITOs).

Contractors may submit alternative contract types if so stated within the ITO, but must fully explain the terms and conditions, as well as price benefits to the Government, in its alternate proposal. The Government may or may not consider the alternate approach. The Contractor shall perform in accordance with the awarded task order including all terms and conditions of the basic contract and any additional specific information awarded at the task order level. Task orders may include option year periods. The process for exercising task order options are included below under task order procedures.

H. 22.1 Government Requests for Task Order Proposals

Content and Transmission. When the Government has a requirement for work to be performed, the KO shall notify the Contractor(s) of: (1) the work to be performed via Statement of Objectives or other document that describes the Government's requirements; (2) the desired performance period and (3) any other information considered to be of assistance to the Contractor in preparing a proposal in accordance with the ITO. The Request for Proposal (RFP) may be written or oral, and may be transmitted by any means including the mail, Internet, e-mail, telephone, or face-to-face. The standard method of transmission, however, shall be e-mail, via Internet in writing unless otherwise requested by the KO. The intent of the Government is to issue the RFP documents and then allow

the prime contractors to meet with the requiring activity, the KO or contracting specialists, or others as required in order to allow the Government and Contractors to clarify any concerns, questions, expected outcomes or definitions included in the task order RFP. The Government intends to fully disclose any information with the contractors that is available in order to ensure all parties understand goals, risks and concerns in order to provide the best solutions possible with clearly outlined definitions of task order success.

Obligations. The task order RFP shall not obligate the Government to issue task orders under this contract, nor shall it authorize the Contractor to perform any work pursuant to such requests for proposal prior to the Contractor's receipt of an authorized Notice to Proceed or issuance of formal task order DD 1155.

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

H.22.2 Submission of Task order Proposals

Standard Requirements. Contractors are required to submit a proposal for every requirement solicited without conflict unless granted a waiver in advance by the Contracting Officer (KO) or Ordering Officer (OO). If the Contractor has reason to request a waiver, but is not granted a waiver by the KO in advance, the Contractor shall submit a detailed statement of reason for a waiver to the KO within 2 days of task order RFP receipt.

Proposal Content. Proposals shall normally consist of a task order management proposal, a pricing proposal, and a Proposed Performance Work Statement (PWS). If an actual subject matter expert, specialist, or technical expert is proposed in order to provide services under the task order, a resume should be provided in the management proposal. Additionally, ITOs may specifically require the submission of certain resumes. Proposals will be reviewed by the Government and used as a basis for any required negotiations or discussions and the subsequent issuance of a task order. All task order proposals shall contain any and all information required to conduct an overall task order evaluation, including all details related to price or cost as applicable. Unless otherwise specified in the RFP, proposals shall contain the overall proposed approach to meeting the details of the SOO, including a proposed Performance Work Statement with performance metrics and pricing information described below. Though past performance on current task orders by each offeror will be considered in the overall evaluation of new competitive task orders, no past performance information will be required as a submission by the offerors at the task order level. During the initial task order evaluations, since current task order past performance has not yet been demonstrated, all prime offerors will be given a neutral rating.

Task Order Management Proposals shall contain the following information within a 10 page limitation:

- An overall discussion of the Contractor's Task Order Management approach (technical and management information as required) to meet the proposed PWS solution including performance measurements and exit criteria for task order completion. The Contractor shall also provide rationale as to why the proposed labor is appropriate to allow the Government to determine the contractor's level understanding of the task to be performed. The basis of estimate shall be detailed sufficiently to understand the Offeror's approach and shall include at a minimum the labor categories/skill levels required, labor hours per category, and basis for the proposed hours which were utilized to develop the Contractor's proposal.
- A discussion regarding where the support will be provided associated with proposed solution. If the Government provides information that indicates that they desire the work to be performed on site, but the Contractor can provide an alternative solution off-site, it is the Contractors responsibility to address risk mitigation information to deliver the services required in the proper environment to protect and share data as required.

- **Material and Travel.** Offerors shall provide the basis of estimate for any material or travel costs included in the price proposal. In addition, the offeror shall identify any unique Government furnished property/materials/data required for performance if not already identified in the RFP.
- **Innovation.** Offerors shall provide a clear explanation regarding proposed innovative approaches being recommended to the Government to improve productivity and efficiency specifically related to the task order requirement including a discussion of how the approach meets/exceeds the requirement in a way that will benefit the Government. Any innovation proposed, if a commitment, should be included in the PWS.
- If specific subject matter expertise or Key Personnel are required, the Government will so indicate in the Instruction to Offerors or the Statement of Objectives. If so stated, proposal must also include:
 - Proposed personnel individual's qualification summaries/resume
 - Rationale for the personnel, knowledge and skill levels proposed

Performance Work Statement. In response to the Government's Statement of Objectives (SOO) which will normally include (1) Purpose; (2) Scope or mission; (3) Period and place of performance; (4) Background; (5) Performance objectives, *i.e.*, required results; (6) Any operating constraints, and (7) an SDS table from the Contract QASP, offerors are responsible for proposing a PWS. The PWS will be performance-based IAW FAR 37.602 to the maximum extent practical for the requirement. Offerors will include the task order SDS table from the SOO in all PWS submissions. The SDS performance metrics/thresholds will be completed by each contractor for each task order. Contractors may also add objectives and corresponding metrics or provide explanation for deletion of objectives or metrics/SDS items for consideration that are applicable to that specific task order. However, all additions must be incorporated within 1 of the 5 categories of the SDS.

The proposed performance standards establish the performance level required by the Government to meet the contract requirements. The standards shall be measurable and structured to permit an assessment of the contractor's performance. The Government will evaluate the Contractors proposed performance standards in response to a SOO to determine if they meet the Government's needs.

Cost/Price Each cost/price proposal should clearly indicate the appropriate Section B CLIN for each year (*i.e.* CLIN 0001 for base year, 0006 for travel CLIN, etc.) If the Government directs the use of the cost reimbursable travel CLIN in the ITO, then all travel costs will be proposed separately. ITOs for each task order will inform offerors of the contract type required. Cost or Price proposals vary slightly dependant on contract type as follows:

FFP Task Orders: The Offerors are to provide a total price for each FFP task order. Price shall be inclusive of all direct (*i.e.*, direct labor, material, travel, and ODC) and associated indirect costs plus fee related to the task order. Proposed price shall be identified by base and option periods, if applicable.

Cost task orders: Will require information other than cost or pricing data. Contractors will show a clear buildup of all direct and indirect costs being proposed. Indirect proposed rates for labor shall be based upon the business unit's forward pricing rates as approved by DCMA that are in effect at the time of the task order RFP submission.

H.22.3 Government Evaluation of Task Order Proposals

Upon receipt of the proposals, the KO and the requiring activity will analyze the proposals and, if acceptable, issue a task order to the contractor whose offer provides the best value to the Government as described in the ITO.

Negotiations or discussions may be conducted prior to issuance of any task order. The standard evaluation of task orders will be a technical review of proposed PWS and approach to meeting PWS description (management proposal), proposed cost/price (basic and all option years) and past performance (GBPS task orders), unless other criteria is specifically stated in the ITO.

Upon receipt of the proposal(s), the KO may:

- Open discussions or negotiate with all or some contractors providing proposals
- issue a task order based upon the original proposal(s) furnished;
- reject the proposal(s), or
- cancel the requirement.

Task orders shall be issued on DD Form 1155 "Order For Supplies and Services;" (or similar form) and sent electronically to the contractor. Task order shall be consecutively numbered, dated and shall include supporting documents as applicable. If no offer is determined acceptable or the Government loses the funding for the project, the Government will notify all Offerors of the cancellation.

DEVIATION H.22.3: Following contract award(s) the Government will determine the best value of the initial 4 task orders, based on the task order proposals and discussions conducted (if conducted) during the overall contract source selection. For each task order, Task order Management and PWS is significantly more important than price.

H. 22.4 Authorization to Proceed on Task Orders

In time-critical circumstances, after award and prior to the Contractor's receipt of the contractual instrument, the Contracting Officer may direct the Contractor in writing, verbally, or electronically, to commence performance of the task. Otherwise, the Contractor is not authorized to commence task performance prior to the issuance of the task order or other written or electronic notice provided by the KO. In no case shall the Contractor commence work without explicit approval from the KO.

H.22.5 Option exercises at Task order level will be accomplished in accordance with FAR subpart 17.207 and Section H of this contract. Task order option periods will be outlined in each task order ITO.

H. 22.5.1 In accordance with FAR 17.207 the Contracting Officer must make certain determinations prior to exercising any options. Accordingly, prior to exercising a task order option period the contractor will be required to provide supporting data assisting the Contracting Officer with the determinations in addition to considerations of clause H.20 above.

H.22.6 Task Order Completion

Within ninety (90) days after the completion of task orders, an authorized representative of the contractor shall certify in writing to the Contracting Officer that the task order is completely billed, remaining dollars of said amount can be de-obligated (if applicable) and all deliverables have been received and accepted by the Government. This information will be used as part of the final required documentation for contract closeout. The final closeout proposal shall include itemized Accounting Classification Reference Number (ACRN) de-obligations at the CLIN level per task order. This clause applies to all task order types, with the exception of final billing for cost type task orders.

H. 23 Fair Opportunity Exceptions

IAW FAR 16.505, Ordering, all multiple award Contractors shall be provided a fair opportunity to be considered for each order in excess of \$2,500 pursuant to the procedures established in this section, unless the KO determines that:

The agency's need for the services or supplies is of such urgency that providing such opportunity to all such Contractors would result in unacceptable delays.

Only one such Contractor is capable of providing the services or supplies at the level of quality required because the services or supplies ordered are unique or highly specialized;

The task/delivery order should be issued on a sole source basis in the interest of economy or efficiency because it is a logical follow-on to an order already issued order under the contract, provided that all awardees were given a fair opportunity pursuant to the procedures in this clause to be considered for the original order.

It is necessary to place an order to satisfy a minimum guarantee.

It is the Government's intent to ensure Fair Opportunity by focusing on task order level competition and robust subcontracting opportunities to the fullest extent possible in order to accomplish the Commander's goals providing the highest quality services at the most fair and reasonable prices throughout the entire contract period of performance.

H.24 Task Order Ombudsman

The Task Order Ombudsman is responsible for reviewing complaints regarding this ID/IQ Task Order contract. The Ombudsman shall review complaints from the contractors and ensure all contractors are afforded a fair opportunity to be considered, consistent with the procedures of the contract. The SOCOM Ombudsman is assigned in accordance with SOFARS 5616.506.

H. 25 Travel Requirements

Contractor employees may be required to travel to various locations within and outside the continental United States (CONUS) in performance of task orders. Estimated travel requirements will be included, in the requests for proposals for each new task. If the task order ITO outlines that all travel cannot be determined reasonably by the government, contractors will be instructed to propose using the cost reimbursable travel CLIN. If the use of the separate cost reimbursable Travel CLIN is required, then all required contractor travel must be approved by the Government prior to departure.

H.26 Material

The purchase of information technology equipment that would be utilized on site and connected to the Command networks, hardware, software, etc. is not authorized and will be purchased under the Command Information Technology (EITC/SITEC) contract vehicle unless approved by the KO in writing. Certain task orders may require substantive material purchases such as media, regional magazine initiative (RMI), subscriptions, etc. in direct support of the specific task order. If substantive amounts of material are expected, the Government will identify known requirements and estimates in order to allow competition. Substantive (in excess of 100K) material purchases that will become Government property require approval by the COR unless otherwise described in the ITO. FFP and CPFF task orders should be proposed inclusive of total cost as there is not a separate Material CLIN, however per task order proposal requirements the proposed cost of material is still reflected as well as travel for an accurate evaluation.

H.27 Allowable Costs direct support

In the course of business, situations may arise where Government facilities may not be available for performance of the task order requirements (i.e., base closure due to weather, Force Protection conditions, etc.) in these cases contract clause H.12 applies. There may also be occasions when Government support contractors are invited to participate in morale and recreational activities (i.e., holiday parties, door decorating, golf outings, sports days and other various social events). Under these circumstances, when labor hours are being billed, these hours may not be directly charged to this contract and contractor employees must comply with individual company policy that is in accordance with that company's compensation system. In accordance with FAR 37.104(b) personal service contracts are prohibited. The Government does not have an employer/employee relationship with contractor employees and therefore is not authorized to grant administrative leave or expend Government resources to compensate contractor employees for hours expended on activities not included in the PWS.

H.28 Transfer of Business Unit Executing the Contract

The contract award was based on the cost structure of the (to be defined at time of award) business unit. It is in the governments best interest that the work performed under the contract remains with this business unit. The contractor agrees that there will not be a transfer of the contract to another business unit without compliance with the following:

- (1) Clear and substantive proof is provided that the transfer is in the best interest of the government.
- (2) All requests for transfer must be in writing and provide a detailed explanation of the circumstances necessitating the change. The Contracting Officer shall promptly notify the contractor of approval or disapproval in writing.
- (3) If the Contracting Officer determines that transfer request is not acceptable or that the operations of the current business unit 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, and will consider when assessing performance prior to exercising an option year.

The government would only consider a cost reduction for task orders currently being executed should a change of business unit be granted.

H.29 Non-Displacement of Qualified Workers

(a) Consistent with the efficient performance of this contract, the contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those employees (other than managerial and supervisory employees) employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the employees were hired, a right of first refusal of employment under this contract in positions for which employees are qualified. The contractor and its subcontractors shall determine the number of employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor contractor employed in connection with performance of the work. Except as provided in paragraph (b) there shall be no employment opening under this contract, and the contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation. The contractor and its subcontractors shall make an express offer of employment to each employee as provided herein and shall state the time within which the employee must accept such offer, but in no case shall the period within which the employee must accept the offer of employment be less than 10 days.

(b) Notwithstanding the obligation under paragraph (a) above, the contractor and any subcontractors (1) may employ under this contract any employee who has worked for the contractor or subcontractor for at least 3 months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (2) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act of 1965, as amended, 41 U.S.C. 357(b), and (3) are not required to offer a right of first refusal to any employee(s) of the predecessor contractor whom the contractor or any of its subcontractors reasonably believes, based on the particular employee's past performance, has failed to perform suitably on the job.

(c) In accordance with Federal Acquisition Regulation 52.222-41(n), the contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor contractors or their subcontractors. The Contracting Officer will provide the list to the successor contractor, and the list shall be provided on request to employees or their representatives.

(d) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the contractor or its subcontractors, as provided in Executive Order (No.) 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(e) In every subcontract entered into in order to perform services under this contract, the contractor will include provisions that ensure that each subcontractor will honor the requirements of paragraphs (a) through (b) with respect to the employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor contractor and its subcontractors. The subcontract shall also include provisions to ensure that the subcontractor will provide the contractor with the information about the employees of the subcontractor needed by the contractor to comply with paragraph 5(c), above. The contractor will take such action with respect to any such subcontract as may be directed by the Secretary as a means of enforcing such provisions, including the imposition of sanctions for non-compliance: provided, however, that if the contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the contractor may request that the United States enter into such litigation to protect the interests of the United States."

(End of Section H)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

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| 52.202-1 | Definitions | JUL 2004 |
| 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 | SEP 2006 |
| 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 | SEP 2007 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct | DEC 2008 |
| 52.204-2 | Security Requirements | AUG 1996 |
| 52.204-4 | Printed or Copied Double-Sided on Recycled Paper | AUG 2000 |
| 52.204-7 | Central Contractor Registration | APR 2008 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | SEP 2007 |
| 52.204-10 | Reporting Subcontract Awards | SEP 2007 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | SEP 2006 |
| 52.215-2 | Audit and Records--Negotiation | MAR 2009 |
| 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 |
| 52.215-21 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications | OCT 1997 |
| 52.215-21 Alt III | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate III | OCT 1997 |
| 52.215-21 Alt IV | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate IV | OCT 1997 |
| 52.215-23 | Limitations on Pass-Through Charges | OCT 2009 |
| 52.216-8 | Fixed Fee | MAR 1997 |
| 52.216-16 | Incentive Price Revision-Firm Target | OCT 1997 |
| 52.219-8 | Utilization of Small Business Concerns | MAY 2004 |
| 52.219-9 (Dev) | Small Business Subcontracting Plan (Deviation) | APR 2008 |
| 52.219-9 Alt II (Dev) | Small Business Subcontracting Plan (Apr 2008) Alternate II (Deviation) | OCT 2001 |
| 52.219-25 | Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting | APR 2008 |
| 52.219-28 | Post-Award Small Business Program Rerepresentation | APR 2009 |
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-21 | Prohibition Of Segregated Facilities | FEB 1999 |
| 52.222-26 | Equal Opportunity | MAR 2007 |
| 52.222-29 | Notification Of Visa Denial | JUN 2003 |
| 52.222-35 | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans | SEP 2006 |
| 52.222-36 | Affirmative Action For Workers With Disabilities | JUN 1998 |

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| 52.222-37 | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans | SEP 2006 |
| 52.222-41 | Service Contract Act Of 1965 | NOV 2007 |
| 52.222-43 | Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option) | NOV 2006 |
| 52.222-44 | Fair Labor Standards And Service Contract Act - Price Adjustment | FEB 2002 |
| 52.222-50 | Combating Trafficking in Persons | FEB 2009 |
| 52.222-54 | Employment Eligibility Verification | FEB 2009 |
| 52.223-2 | Affirmative Procurement of Biobased Products Under Service and Construction Contracts | DEC 2007 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-17 | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts | MAY 2008 |
| 52.224-1 | Privacy Act Notification | APR 1984 |
| 52.224-2 | Privacy Act | APR 1984 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.227-1 | Authorization and Consent | DEC 2007 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | DEC 2007 |
| 52.227-3 | Patent Indemnity | APR 1984 |
| 52.227-3 Alt I | Patent Indemnity (Apr 1984) - Alternate I | APR 1984 |
| 52.228-3 | Worker's Compensation Insurance (Defense Base Act) | APR 1984 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.228-7 | Insurance--Liability To Third Persons | MAR 1996 |
| 52.229-3 | Federal, State And Local Taxes | APR 2003 |
| 52.230-2 | Cost Accounting Standards | OCT 2008 |
| 52.230-6 | Administration of Cost Accounting Standards | MAR 2008 |
| 52.232-20 | Limitation Of Cost | APR 1984 |
| 52.232-22 | Limitation Of Funds | APR 1984 |
| 52.233-1 | Disputes | JUL 2002 |
| 52.233-1 Alt I | Disputes (Jul 2002) - Alternate I | DEC 1991 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-3 Alt I | Protest After Award (Aug 1996) - Alternate I | JUN 1985 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.237-2 | Protection Of Government Buildings, Equipment, And Vegetation | APR 1984 |
| 52.237-3 | Continuity Of Services | JAN 1991 |
| 52.243-1 | Changes--Fixed Price | AUG 1987 |
| 52.243-1 Alt III | Changes--Fixed Price (Aug 1987) - Alternate III | APR 1984 |
| 52.243-2 | Changes--Cost-Reimbursement | AUG 1987 |
| 52.243-2 Alt II | Changes--Cost Reimbursement (Aug 1987) - Alternate II | APR 1984 |
| 52.244-5 | Competition In Subcontracting | DEC 1996 |
| 52.244-6 | Subcontracts for Commercial Items | AUG 2009 |
| 52.245-1 | Government Property | JUN 2007 |
| 52.245-9 | Use And Charges | JUN 2007 |
| 52.246-25 | Limitation Of Liability--Services | FEB 1997 |
| 52.249-2 | Termination For Convenience Of The Government (Fixed-Price) | MAY 2004 |
| 52.249-6 | Termination (Cost Reimbursement) | MAY 2004 |
| 52.249-8 | Default (Fixed-Price Supply & Service) | APR 1984 |
| 52.249-14 | Excusable Delays | APR 1984 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |

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| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | JAN 2009 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | DEC 2008 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | JAN 2009 |
| 252.204-7000 | Disclosure Of Information | DEC 1991 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7004 Alt A | Central Contractor Registration (52.204-7) Alternate A | SEP 2007 |
| 252.204-7005 | Oral Attestation of Security Responsibilities | NOV 2001 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders | DEC 1991 |
| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | DEC 2006 |
| 252.215-7000 | Pricing Adjustments | DEC 1991 |
| 252.219-7003 | Small Business Subcontracting Plan (DOD Contracts) | APR 2007 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.223-7006 | Prohibition On Storage And Disposal Of Toxic And Hazardous Materials | APR 1993 |
| 252.223-7006 Alt I | Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 1993) - Alternate I | NOV 1995 |
| 252.225-7001 | Buy American Act And Balance Of Payments Program | JAN 2009 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors | APR 2003 |
| 252.225-7013 | Duty-Free Entry | OCT 2006 |
| 252.225-7026 | Acquisition Restricted to Products or Services | SEP 2008 |
| 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 |
| 252.227-7020 | Rights In Data--Special Works | JUN 1995 |
| 252.227-7025 | Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends | JUN 1995 |
| 252.227-7026 | Deferred Delivery Of Technical Data Or Computer Software | APR 1988 |
| 252.227-7027 | Deferred Ordering Of Technical Data Or Computer Software | APR 1988 |
| 252.227-7030 | Technical Data--Withholding Of Payment | MAR 2000 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data | SEP 1999 |
| 252.228-7003 | Capture and Detention | DEC 1991 |
| 252.231-7000 | Supplemental Cost Principles | DEC 1991 |
| 252.232-7007 | Limitation Of Government's Obligation | MAY 2006 |
| 252.242-7004 | Material Management And Accounting System | JUL 2009 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | MAR 1998 |
| 252.244-7000 | Subcontracts for Commercial Items and Commercial Components (DoD Contracts) | JAN 2009 |
| 252.246-7000 | Material Inspection And Receiving Report | MAR 2008 |
| 252.247-7023 | Transportation of Supplies by Sea | MAY 2002 |
| 252.247-7023 Alt I | Transportation of Supplies by Sea(May 2002) Alternate I | MAR 2000 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea | MAR 2000 |

CLAUSES INCORPORATED BY FULL TEXT

52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the _____ (Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th") day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-10 INCENTIVE FEE (MAR 1997)

(a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.

(c) Withholding of payment. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by [Contracting Officer insert Contractor's participation] cents for every dollar that the total allowable cost is less than the target cost or decreased by [Contracting Officer insert Contractor's participation] cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [Contracting Officer insert percentage] percent or less than [Contracting Officer insert percentage] percent of the target cost.
 ** For purposes of this clause fill-in; this will be addressed at the task order level for those applicable Incentive Fee type task orders.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

(4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of--

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

- (v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or
 - (vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.
 - (5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.
 - (f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.
 - (g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.
- (End of clause)

52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 May 2010 through 30 April 2015. In the event the Extention of Services clause is enforced orders may be issued for the additional 6 month period per the modification instructions.
 - (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
 - (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.
- (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 \$2500.00, 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 \$50,000,000.00;
 - (2) Any order for a combination of items in excess of \$1.5B; or
 - (3) A series of orders from the same ordering office within 45 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 5 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 Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule 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 if the task order is issued after 30 Oct 2015.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days.

(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 within 15 days prior to expiration.

(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 66 months.

(End of clause)

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES
(DEC 2004)

(a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470,

Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION
Employee Class Monetary Wage-Fringe Benefits

Employees expected to be employed under this contract are either salaried exempt professionals or classes ranging from administrative support, technical support services and specific subject matter expertise. Typical equivalent government civilian employees range from salary and benefits of YA -02 to YA-03.

(End of clause)

52.244-2 SUBCONTRACTS (JUN 2007)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Major subcontractor team members defined as performing over 25% of the work under this contract.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(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):

<http://farsite.hill.af.mil/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation DFARS (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JAN 2009)

(a) Definitions. As used in this clause--Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. (1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(c) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity

credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through--

(1) A military-run training center; or

(2) A Web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (c)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct--

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Contracting Officer Representative through SOCOM procedures at the task order level may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the

Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from the appointed Contracting Officer Representative assigned to that effected task order issued.

(End of clause)

5652.204-9002 Instructions for the Use of Electronic Contracts (2007)

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 the full force and effect as a handwritten signature.

(end of clause)

5652.233-9000 Independent Review of Agency Protests (2005)

All protests shall be submitted through the Contracting Officer. A request for an independent review of the protest decision may be made to the Director of Procurement. Submit request in accordance with FAR 33.104(d)(4) to: United States Special Operations Command Directorate of Procurement, Chief, (SOAL-KA), 7701 Tampa Point Blvd., MacDill AFB, FL 33621, Fax (813) 828-7504.

(end of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Attachment 1 Quality Assurance Surveillance Plan

Attachment 2 Department of Labor Wage Determinations (known CONUS performance at time of RFP release)

2a; 05-2126 Rev 11

2b; 05-2394 Rev 9

2c; 05-2544 Rev 10

2d; 05-2104 Rev 10

2e; 05-2058 Rev 10

2f; 05-2120 Rev 8

2g; 05-3034 Rev 11

2h; 05-2154 Rev 11

2i; 05-2138 Rev 8

Attachment 3 Contract Security Classification Specification, DD Form 254 With FOUO Addendum

Attachment 4 Contractor Program Management Proposal to Include Formal Transition Plan

Attachment 5 Contractor Small Business Subcontracting Plan