

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)			RATING DO-C9	PAGE OF PAGES 1   122	
2. CONTRACT (Proc. Inst. Ident.) NO. W900KK-09-D-0006		3. EFFECTIVE DATE 10 Aug 2009		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY U.S. ARMY PEO STRI ACQUISITION CENTER ATTN: KOP/CSG 12350 RESEARCH PARKWAY ORLANDO FL 32826		CODE W900KK	6. ADMINISTERED BY (If other than Item 5) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		CODE	S2404A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) ELECTRONIC CONSULTING SERVICES, INC. 2750 PROSPERITY AVE STE 510 FAIRFAX VA 22031-4338				8. DELIVERY [ ] FOB ORIGIN [ X ] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES 0 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 1T1E5		FACILITY CODE					
11. SHIP TO/MARK FOR  See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER DFAS-CO SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE	HQ0338	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )			14. ACCOUNTING AND APPROPRIATION DATA				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						<b>\$47,800,600.00 EST</b>	
16. TABLE OF CONTENTS							
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ X ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number W900KK-08-R-0021-0002 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER (b) (6) / CONTRACTING OFFICER TEL: (b) (6) EMAIL: (b) (6)@us.army.mil			
19B. NAME OF CONTRACTOR  BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA (b) (6)		20C. DATE SIGNED 10-Aug-2009  BY _____ (Signature of Contracting Officer)	

Section B - Supplies or Services and Prices

**B.1 The Contract Line Item Numbers shown below may be utilized in a Firm Fixed Price (FFP), Cost Plus Fixed Fee (CPFF), and Time and Materials (T&M) basis for delivery/task orders with cost reimbursable line items for ODC and Travel issued under this contract.**

**B.2 CLINS 0008 through 0017, OPTION CLINS 1008 through 1017, 2008 through 2017, 3008 through 3017 and 4008 through 4017 are established in Section B for the sole purpose of facilitating administration of the Contract in the Government’s Standard Procurement System (SPS).**

**B.3 Single Award Contract Not-to-Exceed Ceiling Amount \$270,570,046.00.**

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Performance of PWS - FFP FFP Prices for performance of services will be negotiated on individual task orders in accordance with ranges set forth in Section J attachment 1. FOB: Destination	1	Lot	(b) (4)	(b) (4) EST
				MAX NET AMT	(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Performance of PWS - CPFF CPFF Prices for performance of services will be negotiated on individual task orders in accordance with ranges set forth in Section J attachment 1. FOB: Destination	UNDEFINED	Lot	UNDEFINED	(b) (4)
				MAX COST	(b) (4) (EST.)
				FIXED FEE	(b) (4)
				TOTAL MAX COST + FEE	(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Performance of PWS - T&M T&M	1	Lot	(b) (4)	(b) (4) EST
				TOT MAX PRICE CEILING PRICE	(b) (4) EST

Prices for performance of services will be negotiated on individual task orders in accordance with ranges set forth in Section J attachment 1.  
 FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Material/ODC COST	UNDEFINED	Lot	UNDEFINED	(b) (4)
				MAX COST	(b) (4) (EST.)

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005	Travel COST	UNDEFINED	Lot	UNDEFINED	(b) (4)
				MAX COST	(b) (4) (EST.)

Reimbursed IAW the JTR  
 FOB: Destination

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

Data  
 FFP  
 The Contractor shall furnish the necessary data as identified in subject contract in Section J and individual task orders. Contract Data Requirements Lists (CDRLs) will be provided as necessary as Exhibits to individual delivery/task orders issued hereunder.  
 FOB: Destination

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007		UNDEFINED			NSP

CMRA  
 FFP  
 Contractor Manpower Reporting Application-5152.204-5002  
 FOB: Destination

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	RESERVED-0008 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009	RESERVED-0009 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	RESERVED-0010 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

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				MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0011	RESERVED-0011 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

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				MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0012	RESERVED-0012 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

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				MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0013	RESERVED-0013 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

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				MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0014	RESERVED-0014 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

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				MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0015	RESERVED-0015 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
					\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0016	RESERVED-0016 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
					\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0017	RESERVED-0017 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
					\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	Performance of PWS - FFP FFP Prices for performance of services will be negotiated on individual task orders in accordance with ranges set forth in Section J attachment 1. FOB: Destination	1	Lot	(b) (4)	(b) (4) EST

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MAX NET AMT	(b) (4) (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002 OPTION	Performance of PWS - CPFF CPFF Prices for performance of services will be negotiated on individual task orders in accordance with ranges set forth in Section J attachment 1. FOB: Destination	UNDEFINED	Lot	UNDEFINED	(b) (4)

MAX COST	(b) (4) (EST.)
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FIXED FEE	(b) (4)
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TOTAL MAX COST + FEE	(b) (4) (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003 OPTION	Performance of PWS - T&M T&M	1	Lot	(b) (4)	(b) (4) EST
	Prices for performance of services will be negotiated on individual task orders in accordance with ranges set forth in Section J attachment 1.				
	FOB: Destination				
				TOT MAX PRICE CEILING PRICE	(b) (4) EST

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004 OPTION	Material/ODC COST	UNDEFINED	Lot	UNDEFINED	(b) (4)
	FOB: Destination				
				MAX COST	(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1005 OPTION	Travel COST	UNDEFINED	Lot	UNDEFINED	(b) (4)
	Reimbursed IAW the JTR				
	FOB: Destination				
				MAX COST	(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1006 OPTION	Data FFP The Contractor shall furnish the necessary data as identified in subject contract in Section J and individual task orders. Contract Data Requirements Lists (CDRLs) will be provided as necessary as Exhibits to individual delivery/task orders issued hereunder. FOB: Destination	UNDEFINED			NSP

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1007 OPTION	CMRA FFP Contractor Manpower Reporting Application-5152.204-5002 FOB: Destination	UNDEFINED		UNDEFINED	\$0.00 TBN

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MAX  
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1008 OPTION	RESERVED-1008 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1009 OPTION	RESERVED-1009 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1010 OPTION	RESERVED-1010 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1011 OPTION	RESERVED-1011 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1012 OPTION	RESERVED-1012 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1013 OPTION	RESERVED-1013 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1014 OPTION	RESERVED-1014 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1015 OPTION	RESERVED-1015 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1016 OPTION	RESERVED-1016 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

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MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1017 OPTION	RESERVED-1017 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

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MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	Performance of PWS - FFP FFP Prices for performance of services will be negotiated on individual task orders in accordance with ranges set forth in Section J attachment 1. FOB: Destination	1	Lot	(b) (4)	(b) (4) EST

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MAX NET AMT (b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002 OPTION	Performance of PWS - CPFF CPFF Prices for performance of services will be negotiated on individual task orders in accordance with ranges set forth in Section J attachment 1. FOB: Destination	UNDEFINED	Lot	UNDEFINED	(b) (4)

MAX COST (b) (4) (EST.)

FIXED FEE (b) (4)

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TOTAL MAX COST + FEE (b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003 OPTION	Performance of PWS - T&M T&M	1	Lot	(b) (4)	(b) (4) EST
				TOT MAX PRICE	(b) (4) EST
				CEILING PRICE	

Prices for performance of services will be negotiated on individual task orders in accordance with ranges set forth in Section J attachment 1.  
 FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004 OPTION	Material/ODC COST	UNDEFINED	Lot	UNDEFINED	(b) (4)
				MAX COST	(b) (4) (EST.)

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2005 OPTION	Travel COST	UNDEFINED	Lot	UNDEFINED	(b) (4)
				MAX COST	(b) (4) (EST.)

Reimbursed IAW the JTR  
 FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2006 OPTION	Data FFP The Contractor shall furnish the necessary data as identified in subject contract in Section J and individual task orders. Contract Data Requirements Lists (CDRLs) will be provided as necessary as Exhibits to individual delivery/task orders issued hereunder. FOB: Destination	UNDEFINED			NSP

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2007 OPTION	CMRA FFP Contractor Manpower Reporting Application-5152.204-5002 FOB: Destination	UNDEFINED			NSP

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2008 OPTION	RESERVED-2008 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
					<hr/>
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2009 OPTION	RESERVED-2009 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
					<hr/>
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2010 OPTION	RESERVED-2010 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
					<hr/>
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2011 OPTION	RESERVED-2011 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

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MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2012 OPTION	RESERVED-2012 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

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MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2013 OPTION	RESERVED-2013 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2014 OPTION	RESERVED-2014 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2015 OPTION	RESERVED-2015 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2016 OPTION	RESERVED-2016 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

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MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2017 OPTION	RESERVED-2017 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

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MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001 OPTION	Performance of PWS - FFP FFP Prices for performance of services will be negotiated on individual task orders in accordance with ranges set forth in Section J attachment 1. FOB: Destination	1	Lot	(b) (4)	(b) (4) EST

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MAX NET AMT (b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002 OPTION	Performance of PWS - CPFF CPFF Prices for performance of services will be negotiated on individual task orders in accordance with ranges set forth in Section J attachment 1. FOB: Destination	UNDEFINED	Lot	UNDEFINED	(b) (4)

MAX COST (b) (4) (EST.)

FIXED FEE (b) (4)

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TOTAL MAX COST + FEE (b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3003 OPTION	Performance of PWS - T&M T&M	1	Lot	(b) (4)	(b) (4) EST
				TOT MAX PRICE	(b) (4) EST
				CEILING PRICE	

Prices for performance of services will be negotiated on individual task orders in accordance with ranges set forth in Section J attachment 1.  
 FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3004 OPTION	Material/ODC COST FOB: Destination	UNDEFINED	Lot	UNDEFINED	(b) (4)
				MAX COST	(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3005 OPTION	Travel COST Reimbursed IAW the JTR FOB: Destination	UNDEFINED	Lot	UNDEFINED	(b) (4)
				MAX COST	(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3006 OPTION	Data FFP The Contractor shall furnish the necessary data as identified in subject contract in Section J and individual task orders. Contract Data Requirements Lists (CDRLs) will be provided as necessary as Exhibits to individual delivery/task orders issued hereunder. FOB: Destination	UNDEFINED			NSP

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3007 OPTION	CMRA FFP Contractor Manpower Reporting Application-5152.204-5002 FOB: Destination	UNDEFINED	Lot		NSP

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3008 OPTION	RESERVED-3008 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3009 OPTION	RESERVED-3009 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3010 OPTION	RESERVED-3010 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3011 OPTION	RESERVED-3011 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

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MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3012 OPTION	RESERVED-3012 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00

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MAX NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3013 OPTION	RESERVED-3013 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3014 OPTION	RESERVED-3014 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3015 OPTION	RESERVED-3015 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3016 OPTION	RESERVED-3016 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3017 OPTION	RESERVED-3017 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001 OPTION	Performance of PWS - FFP FFP Prices for performance of services will be negotiated on individual task orders in accordance with ranges set forth in Section J attachment 1. FOB: Destination	1	Lot	(b) (4)	(b) (4) EST

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MAX NET AMT	(b) (4) (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002 OPTION	Performance of PWS - CPFF CPFF Prices for performance of services will be negotiated on individual task orders in accordance with ranges set forth in Section J attachment 1. FOB: Destination	UNDEFINED	Lot	UNDEFINED	(b) (4)

MAX COST	(b) (4) (EST.)
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FIXED FEE	(b) (4)
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TOTAL MAX COST + FEE	(b) (4) (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4003 OPTION	Performance of PWS - T&M T&M	1	Lot	(b) (4)	(b) (4) 0 EST
				TOT MAX PRICE CEILING PRICE	(b) (4) EST

Prices for performance of services will be negotiated on individual task orders in accordance with ranges set forth in Section J attachment 1.  
 FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4004 OPTION	Material/ODC COST FOB: Destination	UNDEFINED	Lot	UNDEFINED	(b) (4)
				MAX COST	(b) (4) (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4005 OPTION	Travel COST Reimbursed IAW the JTR FOB: Destination	UNDEFINED	Lot	UNDEFINED	(b) (4)
				MAX COST	\$2,121,196.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4006 OPTION	Data FFP The Contractor shall furnish the necessary data as identified in subject contract in Section J and individual task orders. Contract Data Requirements Lists (CDRLs) will be provided as necessary as Exhibits to individual delivery/task orders issued hereunder. FOB: Destination	UNDEFINED			NSP

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4007 OPTION	CMRA FFP Contractor Manpower Reporting Application-5152.204-5002 FOB: Destination	UNDEFINED			NSP

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4008 OPTION	RESERVED-4008 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4009 OPTION	RESERVED-4009 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4010 OPTION	RESERVED-4010 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
<hr/>					
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4011 OPTION	RESERVED-4011 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
<hr/>					
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4012 OPTION	RESERVED-4012 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4013 OPTION	RESERVED-4013 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4014 OPTION	RESERVED-4014 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
<hr/>					
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4015 OPTION	RESERVED-4015 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
<hr/>					
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4016 OPTION	RESERVED-4016 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4017 OPTION	RESERVED-4017 FFP FOB: Destination	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

CLAUSES INCORPORATED BY FULL TEXT

5152.211-5003 LEVEL OF EFFORT (COST REIMBURSEMENT) (PEO-STRI) (SEP 2006)

5152.211-5003 and 5152.211-5004 applies to task orders issued with cost and/or T&M CLINs.

**TO BE SPECIFIED AT THE TASKORER LEVEL.**

(a) The level of effort estimated to be ordered during the term of this contract is [insert man-hours] man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

Labor Category	hours	Total hours

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

[insert the man-hours per labor category]

(Also list Options Man-hours if applicable)

Totals \_\_\_\_\_

\* denotes Key Personnel labor categories

(b) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-22, "Limitation of Funds" applies to incrementally funded orders. Nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

(c) In the event that less than one hundred (100%) percent of the established level of effort of the basic contract is actually expended by the completion date of the contract (or if said Level of Effort has been previously revised upward, or the fee bearing portion of the additional hours by which the Level of Effort was last increased), the Government shall have the option of:

(1) Requiring the Contractor to continue performance, subject to the provisions of the FAR Clause 52.232-20 or 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(d) Completion Form Task Orders.

(1) A level of effort shall be established for each completion form task order. This estimated level of effort is established for the purpose of determining the amount of fixed fee payable on the task order and tracking the ceiling amount of the contract, it is not to be construed as a performance requirement. In the event the task(s) cannot be completed within the estimated cost, the Government will require more effort without increase in fee, if the Government elects to continue, provided the Government increases the estimated cost.

(2) Within thirty days after completion of the work under each completion form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(i) The Contractor's estimate of the total allowable cost incurred under the task order; and

(ii) In the case of a cost under run, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(e) Term Form Task Orders.

(1) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(i) The level of effort the Contractor expects to incur under any term form order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed seventy-five (75%) percent of the level of effort established for that order; or

(ii) The level of effort required to perform a particular term form order will be greater than the level of effort established for that order.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase

the level of effort as proposed by the Contractor. In performing term form task orders, the Contractor may use any combination of hours of the labor categories listed in the task order.

(2) In performing term form task orders, the contractor may use any combination of hours of the labor categories listed in the task order.

(3) Within thirty days after completion of the work under each term form task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(i) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the task order schedule, including the identification of the key employees utilized;

(ii) The Contractor's estimate of the total allowable cost incurred under the task order; and

(iii) In the case of a cost under run, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(4) In the event that less than one hundred (100%) percent of the established level of effort of a term order (or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased) is actually expended by the completion date of the contract, the Government shall have the option of:

(i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals one hundred (100%) percent of the established Level of Effort (or of the fee-bearing portion of the last upward revision); or

(ii) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(5) In the event that the expended level of effort of a term order exceeds the established level of effort by ten (10%) percent or less, but does not exceed the estimated cost of the order; the contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The contractor shall not be paid fixed fee, however, on level of effort in excess of one hundred (100%) percent without complying with subsection (e)(1) above. This understanding does not supersede or change subsection (e)(1) above, whereby the contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

#### CLAUSES INCORPORATED BY FULL TEXT

##### 5152.211-5004 LEVEL OF EFFORT (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS) (PEO STRI) (SEP 2006)

(a) Task orders shall establish an anticipated level of effort (projected man-hours) for each CLIN or SLIN and a Ceiling Price for that task order. The ceiling price shall be the sum of: (1) the projected prime Contractor hours multiplied by the appropriate hourly rates prescribed in the schedule; and (2) the estimated amount of materials priced in accordance with the clause entitled, Payments Under Time-and-Materials and Labor-Hour Contracts, including estimated subcontract costs calculated in the same manner as the prime Contractor using the subcontract price schedules.

(b) The Contractor may use any combination of hours of labor categories listed in any single task order, if necessary to perform that task order. Labor categories not shown may not be used without a task order

modification. The Contractor may use any combination of prime Contractor labor, subcontractor labor, and other material expense in accomplishing the statement of work within the limits expressed below.

(c) The PEO-STRI clause 5152.232-5006, "Limitation of Funds - Time and Material and Labor-Hour Contracts", applies independently to each task order under this contract and nothing in this provision amends the rights or responsibilities of the parties hereto under that clause. In addition, the notifications required by this clause are separate and distinct from any specified in the PEO-STRI 5152.232-5006.

(d) The Contractor shall notify the Procuring Contracting Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort the Contractor expects to incur under any order in the next 60 days, when added to the level of effort previously expended in the performance of that order, will exceed seventy-five (75%) percent of the level of effort established for that order; or

(2) The level of effort required to perform a particular order will be greater than the level of effort established for that order.

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the ceiling price that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only (i.e. will apply only to effort expended after a modification (if any) is issued.

(e) Within thirty days after completion of the work under each task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, the COR and the Defense Contract Audit Agency office to which vouchers are submitted.

(1) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each CLIN or SLIN listed in the task order schedule, including the identification of the key employees utilized.

(2) The total labor price plus estimated total allowable material cost incurred under the task order,

(3) In the case of a cost under run, the amount by which the task order amount may be reduced to recover excess funds.

(f) In the event that less than one hundred (100%) percent of the established level of effort for a task order is expended, the Government may require continued performance subject to the remaining obligation.

## Section C - Descriptions and Specifications

### 1. INTRODUCTION AND SCOPE

1.1 The mission of the U.S. Army Program Executive Office for Simulation, Training and Instrumentation (PEO STRI) is to provide life-cycle management of interoperable training, testing, and simulation solutions for the Warfighters and the Nation. PEO STRI is the Army's Training, Testing, Modeling and Simulation Materiel Developer and the Army Executive Agent for Combat Training Centers' Instrumentation. PEO STRI provides training aids, devices, simulators, simulations, instrumentation, targets and threat simulators for training and testing. PEO STRI supports other Materiel Developers (PEOs & Program Managers (PM)) and Combatant Commanders, Army Doctrine, and Battle Labs and provides life cycle support from development through disposal.

1.2 The contract provides for Systems Engineering and Technical Assistance (SETA) to the PEO STRI and other U.S. Government agencies worldwide as well as state and local agencies. The services will include related activities in support of all aspects of providing responsive integrated and interoperable infrastructure for Simulation, Training, Testing, and Instrumentation Solutions and Acquisition Services for the Warfighters and the Nation. Support will be required for services for effective, efficient, and responsive full lifecycle management of efforts to include but not limited to: administrative support, vision statements and doctrine; development of architectures; program support e.g., acquisition and budget planning, business and financial programming and execution, modeling, simulation, simulator, training device, and instrumentation development, documentation, fielding and execution, system analysis and integration, integrated logistics support, strategic planning, contingency and mission support, program oversight, independent verification validation and test evaluation, prototype development, sustainment and operation, and analysis of emerging technologies, support; subject matter expert on military tactics, techniques, and procedures. Potential areas of growth are envisioned to be in the areas of: Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance (C4ISR); Information Operations (IO); Infrastructure, Organizational Analysis, and Evaluations; Systems Engineering and Systems Integration Analysis; Simulation and Modeling Development; Rapid Prototyping and Limited Development; Software Development, Network Development, and Information Systems Support; Integrated Logistics Support; Emerging Technologies Analysis; Meetings and Conference Organization Support; Staff Support; and ancillary services. These topics are further detailed in paragraph 3 of this Performance Work Statement (PWS) and will be further defined in each individual Task Order issued.

### 2. APPLICABLE DOCUMENTS

The following U.S. Government documents form a part of this contract. In the event of a conflict between documents referenced herein and the contents of this PWS, the contents of the PWS shall be the governing requirement. Other documents required for execution of tasks under this contract will be cited in the relevant Task Orders. The most current approved version will apply to the contract and subsequent task orders.

#### 2.1 UNITED STATES CODE

Title 44 Chapter 35 Subchapter III Federal Information Security Management Act of 2002 (FISMA)

#### 2.2 DEPARTMENT OF DEFENSE (DOD) DOCUMENTS

##### 2.2.1 DOD DIRECTIVES

DODD 8500.01E Information Assurance (IA)

##### 2.2.2 DOD INSTRUCTIONS

DODI 5000.2 Operation of the Defense Acquisition System

DODI 8500.2 Information Assurance (IA) Implementation

### 2.2.3 DOD MANUALS

DOD 5220.22-M Industrial Security Program Operating Manual

### 2.2.4 DOD REGULATIONS

DOD 7000.14-R Department of Defense Financial Management Regulations (FMRs)

### 2.2.5 OTHER DOD DOCUMENTS

DFAS-IN Regulation 37-1 Finance and Accounting Policy Implementation

Defense Acquisition Guidebook

## 2.3 DEPARTMENT OF THE ARMY DOCUMENTS

### 2.3.1 ARMY REGULATIONS

AR 25-2 Information Assurance

AR 70-1 Army Acquisition Policy

AR 73-1 Test and Evaluation Policy

AR 700-127 Integrated Logistics Support

### 2.3.2 ARMY PAMPHLETS

DA Pam 73-1 Test and Evaluation in Support of Systems Acquisition

DA Pam 700-56 Logistics Supportability Planning and Procedures in Army Acquisition

DA Pam 700-142 Instructions for Materiel Release, Fielding, and Transfer

### 2.3.3 UNITED STATES FORCES KOREA (USFK)

USFK Regulation 350-2 Theater Specific Required Training for Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK

## 2.4 PEO STRI DOCUMENTS AND PUBLICATIONS

### 2.4.1 STANDARD OPERATING PROCEDURES (SOP)

SOP 11-18 Cost Estimating and Validation Responsibility

SOP 25 Processing Procedures for Memoranda of Agreement/Understanding (MOA/MOU) and Intraservice/Interservice/Intra-Governmental Support Agreements (ISA)

SOP 25-2 Information Assurance (IA) Policy for PEO STRI Business Systems

SOP 25-2-2 The Use of Open Source Software (OSS)

SOP 70-1 Acquisition Program Classification and Management

SOP 70-1-3A Acquisition Program Data Management

SOP 385-16 PEO STRI Environmental, Safety and Occupational Health Evaluation and Documentation in Support of Acquisition Programs

SOP 700-142A	Process for Approval of System Life Cycle Management Plans (LCMP)
SOP 700-142-1	Materiel Fielding
SOP 700-142-2	Materiel Release for Issue

#### 2.4.2 POLICIES

PEO STRI Policy on the Use of Common Standards, Products, Architectures and/or Repositories (CSPAR)

PEO STRI Policy Regarding Facility Access Badging

#### 2.4.3 AVAILABILITY OF PEO STRI DOCUMENTS AND PUBLICATIONS

Copies of the above documents are available from PEO STRI, Attn: SFAE-STRI-KOP, 12350 Research Parkway, Orlando, FL 32826-3276

### 3. REQUIREMENTS

#### 3.1 GENERAL.

The various elements of work the contractors may be required to perform under this contract are characterized in the following paragraphs, are generic and will not be required on all task orders. Individual task orders will further define the required work. In case of a conflict between the requirements and documents cited herein and the Task Order requirement, the Task Order controls.

##### 3.1.1 EQUIPMENT AND MATERIALS PROCUREMENT.

All contractor purchases must be approved by the Technical Point of Contact (TPOC) in advance of any purchases. When specified in the task order, the contractor shall procure, integrate, ship, and track equipment and other items required for the effort. Such equipment/items must be version and feature compatible with current U.S. Government systems for interoperability.

##### 3.1.2 FACILITIES.

3.1.2.1 The Government anticipates that most work performed on task orders issued under this contract will be performed at Government owned facilities and that most equipment and support software directly associated with task order performance will be provided by the U.S. Government as specified in individual task orders. The contractor shall provide all remaining materials, services, equipment, support software, and facilities necessary to fulfill the overall terms and conditions of this contract. Automated systems supporting this contract shall be interoperable among all prime contractors, subcontractors, and designated U.S. Government automation systems. The U.S. Government does not require the establishment of field offices for performance under this contract.

3.1.2.2 Below is a list of the standard common software currently in use. Updates, upgrades, and/or replacements for applications and operating systems occur on a regular basis. The contractor's equipment/items must be version and feature compatible with current U.S. Government systems for interoperability.

- Windows OS (WinXP at this time)
- MS Office (Office 2003 at this time)
- ActivClient for CAC -PKI Only 6.0
- ApproveIt Desktop 5.7.3 (CAC electronic signature software)
- PureEdge Viewer (currently version 6.5 - free software)
- Adobe Acrobat reader
- Java Runtime Environment
- Several plug-ins such as Adobe Flash.
- Installroot

## 3.2 DETAILED REQUIREMENTS

### 3.2.1 ACQUISITION PLANNING AND SOURCE SELECTION

3.2.1.1 Prepare, maintain, review, and revise program documentation necessary to undertake and manage system and services acquisitions to include technical approaches, strategies and plans, market surveys, operational and performance requirements and evolving concepts of operation in response to identified requirements. Prepare, maintain, review and cross-check for completeness, and revise documentation for use in solicitations and contracts for systems and services including but not limited to Statements of Work (SOW), Statements of Objectives (SOO), specifications, data requirements, executive summaries, contract schedules, award fee documents, source selection documents and request for proposal elements.

3.2.1.2 Review SOWs, specifications, Systems Engineering Plans (SEP) and management documents prepared by program Integrated Product Teams (IPT) for use in acquisitions, identify shortcomings and non-compliances, and recommend changes and improvements to comply with organizational policies, Service, Department of Defense (DOD) and Federal acquisition policies and regulations, and laws.

3.2.1.3 Evaluate contractor technical, management and cost proposals in accordance with established evaluation factors and criteria, provide input to proposal evaluation reports, and defend and justify recommendations for award.

3.2.1.4 Coordinate and review statements of work and planned funding from customers to ensure the effort is tied to proper appropriations. Review and recommend appropriate contract vehicle.

### 3.2.2 ADMINISTRATIVE

3.2.2.1 Perform all aspects of office administration and clerical support services to include preparation, receipt, coordination, staffing and distribution of correspondence, materials and briefings, receipt of visitors and phone calls, administration of hardcopy files and electronic records, coordination of travel arrangements, prepare and submit to appropriate approval level travel orders and travel vouchers via PEO STRI travel system or the Defense Travel System (DTS), appointment scheduling and calendar maintenance, action tracking, planning, coordinating, and executing movement of personnel from one office to another, general office management duties, and timecard administration.

3.2.2.2 Perform all aspects of meeting, conference and workshop planning, scheduling, coordination, execution and management to include arrangement of locations, production of materials and audio-visual presentations, identification of speakers and moderators, registration, event facilitation and moderation, and post event close-out activities.

3.2.2.3 Coordinate and submit visit requests and annual or visit specific clearance requests for incoming visitors to PEO STRI and for PEO STRI visits or travel to non-PEO STRI locations/facilities and support personnel in obtaining official and non-official U.S. passports, VISAs, and other documentation as needed for Outside Continental United States (OCONUS) travel.

3.2.2.4 Collect information, draft and submit program activity reports as required by PEO STRI.

3.2.2.5 Perform mail administration services to include sorting and distribution of U.S. postal mail, commercial mail service, internal mail, and other items of distribution; monitoring the postage, metering of outgoing U.S. mail and ensuring all mail has proper postage; and logging and recording of accountable mail and its distribution; and responsible for storage of classified Government documents.

### 3.2.3 AGENCY COORDINATION

3.2.3.1 Maintain an understanding of program acquisition strategies with emphasis on cost, schedule, and performance and attend organizational business reviews and meetings to keep abreast of programs and ensure early identification of problem areas.

3.2.3.2 Maintain liaison and attend conferences and meetings with Headquarters, Department of the Army (HQDA) staff, Army Acquisition Executive (AAE) agency personnel, representatives in the Assistant Secretary of the Army for Acquisition, Logistics and Technology (ASA(ALT)) organization and other officials and groups, ensure their awareness of program planning and programming actions, resolve problems and issues to limit impacts on program cost, schedule and performance, and coordinate and collect pertinent data from multiple points of contact for organization use and action. Evaluate data to ensure sufficient current information to provide ready, accurate and complete responses to inquiries from the Office of the Secretary of Defense (OSD), Office of Management and Budget (OMB) Joint Chiefs of Staff (JCS), HQDA, Congress, and other Department of Defense (DOD) agencies and other Service headquarters.

3.2.3.3 Coordinate, prepare and review documentation for submission to HQDA, OSD, OMB and Congress to support and defend positions on specific program matters. Develop supporting documentation and provide statements on the impact of policy, program and budget changes to the organization and its operations.

3.2.3.4 Coordinate, prepare and justify funding requirements, prepare and review program documentation in support of the budget process, and monitor programs for executability and compliance with established program decisions. Coordinate and prepare Unfunded Requirement (UFR) requests and impact statements.

3.2.3.5 Prepare and deliver detailed briefings and information papers to senior leadership, HQDA, OSD, OMB and Congressional staff.

3.2.3.6 Monitor acquisition policy, program and budget actions, and analyze trends, policies and actions at Congress, OSD, OMB, HQDA, other service headquarters and other DOD agencies for effects on the organization, and report pertinent developments. Recommend courses of action related to materiel acquisition.

3.2.3.7 Assist the organization's strategic planning efforts with recommendations and guidance pertaining to Joint support activities across the full spectrum of Combatant Commands, Service, and OSD Staffs. Review existing strategic planning and related documentation and assist in the development of organizational goals and objectives. Identify strategic and operational requirements effecting Joint/Army Staff and provide analysis and recommendations concerning how the PEO STRI can most effectively meet strategic goals and objectives. Provide liaison between senior industry and organizational representatives.

#### 3.2.4 AUDIO-VISUAL AND GRAPHICS

3.2.4.1 Provide Visual Information Support Services (VISS) management, special studies for audio-visual requirements, library services, equipment maintenance, and operate video telecommunication systems in conference rooms and gathering areas. Execute specialized operation and use of visual technology equipment to include cameras, Closed Caption TV, audiovisual aids, and image scanners as well as hybrid computers that produce multimedia visuals.

3.2.4.2 Design, develop and produce graphic documents to include charts, graphs, diagrams, cartoons, computer-generated graphic files, view-graphs/slides, reproductions, publication pages, illustrations, status/wall charts, nameplates/certificates, signs/posters, mounting/laminating, custom displays/exhibits, structural display/exhibit design, interactive screens/pages for web sites or multimedia projects, animation, Three Dimensional (3D) modeling, video digitization, monitor display screens, electronic data transfer/file format conversion, multimedia productions, murals, and other managerial, operational, educational and administrative artwork.

3.2.4.3 Plan, develop, and produce Multimedia productions utilizing an interactive scripting language to produce electronic files for use in kiosks, information display stations, the World Wide Web, CD-ROMs, DVD, and various other appropriate outlets.

3.2.4.4 Provide photographic services for location (on and off site) and studio photography. Studio photography shall include official portraits, passport photographs, citizenship photographs, ID badges with photographs, and command portraits. Perform all photographic processing and output including product photography and copy photography.

3.2.4.5 Design, develop, and produce custom static displays/exhibits. Designs may be Two-Dimensional (2D) or 3D, and use custom graphics (i.e., camera-ready artwork including illustrations, typesetting, renderings, artwork, lettering, photographs, lighting effects) to complement the object.

3.2.4.6 Develop and provide presentation and audiovisual services in support of all Command official functions in Government buildings and associated grounds, along with officially designated off-site locations. Services to include, but not limited to, the set-up and operation of cameras, videotaping equipment, projectors, audio systems, and other special visual information equipment (video projector, video playback units, etc.).

3.2.4.7 Maintain a current inventory of Government Furnished Property (GFP) throughout the contract period and perform routine, preventative maintenance and minor repairs.

### 3.2.5 CUSTOMER COORDINATION

3.2.5.1 Promote PEO programs and services by providing a network of capability that will allow for liaison from a General Officer to the PEO. Provide continuity of support and coordination between the Program Executive Officer and the General Officers at installations/posts. Interact and meet on a continuing basis with the user community, other customers and stakeholders at their facilities located CONUS and OCONUS to develop an understanding of simulation, training, testing and support issues from multiple perspectives, and perform independent analyses and assessments to determine whether or not the agency is meeting the requirements and expectations of its customers. Identify lessons learned and mitigate risk of similar issues impacting or degrading training at other locations. Interface with program office personnel to identify and recommend solutions to programmatic and technical issues.

3.2.5.2 Educate personnel at host installations on PEO STRI programs and capabilities of interest and establish mechanisms to improve communications with users of simulation, training and testing technologies to increase assurance that their needs and requirements are being met. Process and coordinate responses to requests for use of PEO STRI products at exhibits and conferences, and coordinate provision of materials and support.

3.2.5.3 Evaluate current programs with emphasis on the ability of those programs to satisfy operational user training and Operating Tempo (OPTEMPO) requirements, and evaluate fielded programs with emphasis on the cost-effective implementation of targeted technical upgrades for extended life cycle support. Develop metrics to assess the value added by PEO STRI products to the Warfighter.

3.2.5.4 Assess the development and progress of on-going and planned programs against validated Army and other agency requirements that support major initiatives. Research and evaluate current and future simulation, training, testing and support requirements of programs and organizations (e.g., Brigade Combat Team, Digital Corps Exercise, Army Experiment Campaign Plan, Advanced Warfighting Experiments (AWE), Advanced Technology Demonstrations (ATD)) and assess PEO STRI's existing, and potential for future support roles.

3.2.5.5 Provide coordination of system installation and educational support at various worldwide locations.

3.2.5.6 Provide recommendations for, and support to expansion of organizational vision and planning horizons in consonance with validated requirements and user expectations for the delivery of PEO STRI or other agency products.

### 3.2.6 FACILITIES

3.2.6.1 Assist in the renovations of office space, and reconfigure and relocate office equipment and furnishings in support of internal moves. Perform physical setup and reconfiguration of conference room furnishings for meetings and events. Track facilities work requests and provide support to customers such as assistance with initiation of work requests and determination of work request status. Respond to reports of maintenance issues and other problems involving occupation, use and maintenance of Government occupied facilities and interface with property managers, service contractors and on-site maintenance personnel to determine the status of and ensure issue and problem resolution.

3.2.6.2 Determine facility requirements such as space, electrical power, Heating, Ventilation and Air Conditioning (HVAC) and lighting. Conduct site surveys and evaluate suitability of and determine modifications needed to existing facilities in order to accommodate operational requirements.

3.2.6.3 Develop facility requirements in support of systems. Develop, coordinate, and revise plans based on site survey information and available system data packages. Review facility documentation and designs, support facility design reviews, performs inspection during construction/renovation, and provide recommendations relative to the impact of facility changes. Perform inspection during installation of systems.

3.2.6.4 Initiate engineering change proposals. Develop revisions to the facility plan based on facility or system modifications and updates. Resolve problems to assure scheduled progress for system installation. Provide technical review of all contractor reports relative to facilities and provides comments/recommendations. Evaluate technical packages submitted by contractors relative to facility requirements, and determines acceptability of proposals.

### 3.2.7 FINANCIAL MANAGEMENT

3.2.7.1 Develop financial plans, cost estimates and cost avoidance strategies, and apply analytical methods such as cost benefit analysis, earned value management analysis, and decision theory to a variety of budgetary situations in order to maximize efficient execution of project funds. Typical types of cost estimates include Program Office Estimates (POE), Independent Government Cost Estimates (IGCE), Economic Analyses (EA) and Rough Order of Magnitude (ROM) estimates that address multiple appropriations and total costs through the lifecycle of a project or program. Analyze program/system/project implementation plan and execution status in order to assist the program management staff with effective programming of funding and manpower resources.

3.2.7.2 Evaluate contractor submitted program financial documentation and earned value reports such as the Contract Performance Report (CPR), Contract Funds Status Report (CFSR) and Contract Invoicing and Payment Report (CIPR), develop Earned Value Management System (EVMS) analyses, and assist in the conduct of Integrated Baseline Reviews (IBR) and other EVMS reviews. Track and analyze Cost as Independent Variable (CAIV), Total Ownership Cost (TOC) and Activity Based Costing (ABC) information.

3.2.7.3 In coordination with program management staff, develop and execute obligation plans and/or spend plans for mission and support mission funds at program office and organization levels. Adjust obligation and spend plans throughout the year to account for fluctuating revenues and changing demand for services. In accordance with PEO STRI or program office procedures, maintain complete budgets and financial status for all mission and support mission funds to include tracking, reconciling and reporting on status of available funding, funding requirements, unliquidated obligations, commitments, obligations and disbursements.

3.2.7.4 Assist with budget development, tracking and accounting, and develop and administer budget execution plans for funding and budget execution at program, office and organization levels. Budget execution plans may involve activities subject to fluctuating revenues and changing demand for services, which necessitate reprogramming actions throughout the fiscal year. Maintain complete budgets and financial status for contracts and coordinate, track, reconcile and report on status of available funding, funding requirements, unliquidated obligations, commitments, obligations and disbursements. Establish controls to maintain visibility of actions.

3.2.7.5 Coordinate with program managers to obtain required information and develop and submit various forms and reports including but not limited to budget forms such as P forms and R forms, probability of program success reports, SMART Charts, Program Objective Memorandum (POM) requests/briefings, and Program Management Review briefings. Coordinate, prepare, and submit management level reports and presentations on funding and budgets.

3.2.7.6 Conduct special studies and analyses for PEO STRI to assure cost effective allocation and execution of PEO STRI programs.

3.2.7.7 Create and process Military Interdepartmental Purchase Requests (MIPR), process cost transfers and miscellaneous budget documents, and review and research contracts and other documents for un-liquidated obligation balances. Load and maintain data regarding obligations for contracts, travel, training, awards, labor, MIPRs, Permanent Change of Station (PCS) and Government Bill of Ladings (GBL) in information systems, and prepare management level reports and presentations on funding and budgets. Coordinate activities to complete and respond to customer requests for financial and funding data, to include assisting in estimating the cost of required activities.

3.2.7.8 Advise program managers on the correct use of appropriation by properly applying fiscal law associated with misappropriation, bona fide need, and anti-deficiency as described in the U.S.Code and financial management regulations. Coordinate funding actions with project team members such as program managers, contract and finance personnel and initiate task packages to authorize funds in accordance with fiscal and regulatory guidance. Review task packages created by others for compliance with fiscal and regulatory guidance.

### 3.2.8 INFORMATION ASSURANCE

3.2.8.1 Ensure the Certification and Accreditation (C&A) of systems are in accordance with the DOD Information Assurance (IA) C&A Process (DIACAP) guidance, DODD 8500.1, DODI 8500.2 and AR 25-2. This includes the development, coordination and support of initial C&A, Federal Information Security Management Act (FISMA) and re-accreditation requirements.

3.2.8.2 Perform Information Security (IS) engineering to integrate required security characteristics and requirements into the performance objectives of the selected system. Execute system security certifications to ensure that subject systems meet all applicable security regulations and standards and are able to complete successful certification test and evaluation events. In addition, ensure that these systems are protected from known vulnerabilities.

3.2.8.3 Prepare required security certification documentation and coordination with the Designated Accrediting Authority (DAA) to obtain successful system accreditation. Security documentation includes, but is not limited to, artifacts required by DIACAP and DOD IA controls such as the System Identification Profile (SIP), Information Security Plan (ISP), Continuity of Operations Plan (COOP) and Configuration Management Plan (CMP) and when required a Plan of Action and Milestones (POA&M).

3.2.8.4 Perform Information Assurance Vulnerability Management (IAVM) to include assisting with dissemination, reporting, and compliance procedures for IAVM. Perform activities and tasks specified in DODI 8500.2 and AR 25-2 for Program Managers (PM), Information Assurance Managers (IAM) and Information

Assurance Security Officers (IASO) and act as a liaison with supporting System Administrators (SA) and IA personnel to promote security in IS operations.

3.2.8.5 Ensure configuration management of IS software and hardware, maintain software licenses and ensure security related documentation is current and accessible to properly authorized individuals. Ensure log files and audits are maintained and reviewed for all systems and that authentication (e.g., password) policies are audited for compliance. Review and evaluate the security effects of changes to systems and networks, including interfaces with other ISs, and document changes. Ensure no relevant security changes have been made to invalidate any previously authorized accreditation.

3.2.8.6 Identify IA resource requirements and provide input for management controls. Develop, maintain and implement IA security and training programs. Maintain training and certification records for IA personnel and user awareness training. Implement periodic security inspections, assessments, tests, and reviews, and provide support to Intra-Army Interoperability Certification (IAIC) testing.

3.2.8.7 Coordinate and develop documentation that is required as a part of the C&A process between program office and field sites where programs will be deployed detailing responsibilities associated with post-fielding C&A requirements.

### 3.2.9 INFORMATION SYSTEMS AND SOFTWARE OPERATIONS

3.2.9.1 Use and administer use of Information Technology (IT) systems and software in the performance of organizational operations (to include administrative, contract, engineering, financial, logistics, manpower, personnel and program management tasks and functions), and in support of testing and training missions. This includes creation, modification and population of collaborative workspaces, data management systems, web pages, menus, databases, input and query forms and reports, and user administration. Typical systems include but are not limited to; Resource Management Tracking (RMTracs), Planning, Programming, Budgeting and Executing System (PBBES) and Workload Based Staffing Analysis Program (WBSAP), PEO STRI Enterprise Business System (EBS), Purchase Request-web (PRweb<sup>®</sup>), Standard Procurement System (SPS<sup>®</sup>), Contract Data Requirements List-vue (CDRLvue<sup>®</sup>), Microsoft<sup>®</sup> Office and SharePoint Portal Server<sup>®</sup>, Defense Travel System and Resource Management Tool WEB, Virtual Insight (VIS).

3.2.9.2 Provide advice, technical assistance and management support to resolve user problems and increase organizational effectiveness in the use of IT systems and software. Interface with organization management and IT personnel and define and communicate requirements regarding development, modification and sustainment of IT systems and software. Research, provide recommendations regarding selection and implementation, and evaluate IT tools and solutions that will improve operations.

3.2.9.3 Maintain Government owned software source code used to support training and test operations.

### 3.2.10 LABOR, MANPOWER, AND PERSONNEL

3.2.10.1 Review and interpret regulations and policies, civilian personnel guidance and organizational needs and provide recommendations on personnel actions. Establish standards and timeframes for personnel actions, prepare and process personnel action requests in the Defense Civilian Personnel Data System (DCPDS) or other agency personnel systems, draft recruitment requests and maintain and monitor the status of referral lists. Interface with servicing personnel activities both at the local and service center levels to identify and resolve personnel issues. Establish controls to maintain visibility of ongoing personnel actions, report the status of ongoing and planned actions, and manage the organization's civilian personnel system.

3.2.10.2 Draft operating procedures and policy and information statements addressing recruitment, staffing and general personnel issues that comply with higher level policies and local guidance. Review, interpret and provide guidance on personnel regulations for other than full time employees.

3.2.10.3 Provide functional expertise critical to managing complex civilian personnel issues under the National Security Personnel System (NSPS) and Acquisition Demonstration (AcqDemo) programs. Coordinate projects and conduct analyses related to planning and implementation of personnel management systems and present analyses to support management decisions.

3.2.10.4 Analyze, investigate, and provide responses to questions regarding voluntary separation with incentive pay, voluntary early retirement authority, reduction in force, referral lists (certificates) and Resumix. Analyze requests for separation incentive and early retirement considering agency criteria and identified surplus positions.

3.2.10.5 Manage all military positions and coordinate all military manpower issues for the organization. Provide recommendations to organizational leadership on military personnel actions and coordinate with Personnel Command and other commands on all military actions.

3.2.10.6 Manage and provide support to the organization in all areas of the Military Evaluation System.

3.2.10.7 Prepare input for out-year manpower projections, analyze and reconcile manpower program budget guidance and Standard Operation Maintenance Army Research and Development System (SOMARDS) execution, reconcile Navy charges against SOMARDS accounting data and maintain SOMARDS labor master file.

3.2.10.8 Analyze, document for audit purposes and track planned versus actual usage of personnel labor and manpower mapping, prevent disruptions in labor and manpower funding linkages and advise management of potential problem areas. Prepare and track monthly updates to task orders including changes in personnel and deletion of funds.

3.2.10.9 Collect and submit data for manpower studies of PEO STRI organizations.

### 3.2.11 LOGISTICS

3.2.11.1 Plan, execute and manage Integrated Logistics Support (ILS) functions on complex, training and test and evaluation, acquisition programs whose systems encompass new and emerging technologies or complicated fielding requirements. Ensure program progress in attaining ILS objectives, monitor expenditures, project changes to costs and coordinate actions with all concerned functional elements to include Integrated Product Teams (IPT), customers, users and other stakeholders. Perform logistics analyses of systems and develop Supportability Strategies and Life Cycle Sustainment Plans that align with program Acquisition Strategies (AS) and describe the overall ILS program, including ILS requirements, tasks and milestones for each life cycle acquisition phase, in accordance with the provisions of Army Regulation (AR) 700-127 and Department of Army (DA) Pamphlet (Pam) 700-56. Coordinate with functional elements, plan, collect data, prepare and update Life Cycle Management Plans (LCMP) identifying the Project Manager's overall life cycle approach to fielding and support, configuration management, sustainment management, logistics and engineering support, hardware and software maintenance, and life cycle cost management. Coordinate with functional elements, plan, collect data, prepare and update Materiel Fielding Plans (MFP) for fielding of systems in accordance with the provisions of AR 700-127 and DA Pam 700-142, and support deployment and fielding of systems and equipment.

3.2.11.2 Review draft requirements or capability documents and system specifications, and recommend proper wording and content of logistics sections that align with overall program life cycle logistics plans and requirements. Analyze possible trainer approaches and provide recommendations in support of Trade off Determination (TOD) and Trade off Analysis (TOA) preparation, to include costs of options and description and selection of Best Technical Approach (BTA). Assess program needs, conduct trade-off analyses and recommend tailored requirements for Logistic Support Analysis Record (LSAR) CDRL, contract schedule and technical proposal requirements.

3.2.11.3 Review system contractor Logistic Support Analysis (LSA) programs and plans for completeness, efficiency and effectiveness and recommend actions to improve programs. Review LSA work packages to ensure proper preparation of work sheets and validity of data; analyze LSAR outputs to ensure system design as reflected in LSAR supports the RAM parameters and the desired system availability; monitor data for trends which reflect the need for design change; and monitor LSA efforts to insure compliance with the approved plan.

3.2.11.4 Review Provisioning Technical Documentation (PTD) to ensure proper format and content and assignment of appropriate Source, Maintenance and Recoverability (SMR) codes. Review engineering drawings and associated lists to ensure compatibility with PTD and the maintenance concept of the device. Review contractor provided lists of parts and equipment recommended for Government procurement to assure that the range supports the latest configuration of devices to be delivered.

3.2.11.5 Determine Interim Contractor Support (ICS) requirements for solicitations and contracts. Analyze contractor ICS plans for compliance with applicable contract requirements and ensure that actions proposed are comprehensive, cost effective and compatible with existing Life Cycle Contractor Support (LCCS) programs.

3.2.11.6 Determine technical publication requirements for solicitations and contracts, monitor and analyze contractor publication development for progression at a rate consistent with system delivery, and report observations and participate in discussions relative to the development and progress of publications. Typical types of publications include system operation and maintenance manuals, computer software operator, user and support manuals, and guides. Perform analyses of contractor publications to ensure the use of technically accurate source material and compliance with contractually imposed specifications and quality requirements, and identify issues. Coordinate with device maintenance personnel and perform verification of technical publications and logistics demonstrations.

3.2.11.7 Maintain existing technical publications, update publications to correct errors, reflect changes made to system hardware and software and maintain alignment with operational and maintenance procedures, and distribute publication changes.

3.2.11.8 Determine training course requirements such as instructor, operator, maintenance and New Equipment Training (NET), and associated materials and documentation requirements for solicitations and contracts. Analyze contractor training courseware and materials and determine appropriateness, correctness and adequacy of materials in relation to planned operation, use and support of equipment for which the training materials were designed and provide recommendations for change or modification.

### 3.2.12 MILITARY AND ORGANIZATIONAL STUDIES, ANALYSES AND ASSESSMENTS

3.2.12.1 Perform comparative studies and analyses of military, technological, political, economic, and other factors governing the relative military capability of nations. Assess the standing, trends, and future prospects of U.S. military capabilities and military potential in comparison with those of other countries or groups of countries. Research, determine and assess military and political alternatives in support of near and long-term U.S. security goals and objectives.

3.2.12.2 Perform analyses and assessments of Government and military organizations and culture with regard to implementation of organizational change and the impact of change on operations. Identify, assess and recommend alternatives in organizational structures and manpower required to effectively conduct operations in response to evolution of organizational missions. Perform planning to implement changes to organizational structures and manpower.

3.2.12.3 Identify, collect information on and analyze military doctrine, Military Tactics Techniques, and Procedures (MTTP) as well as military individual, crew, and collective training exercises and operational testing events conducted at home stations, Combat Training Centers, and other specified locations. Identify staff operations relative to the deployment and employment of military combat, combat support, and/or combat service

support units as they relate to the training and testing. Identify military doctrine, tactics and procedures, and individual, crew and collective training development and management and their importance to the training and testing environment. Identify military command relationships and operating procedures at the joint, unified and specified command level and operational force employment as they relate to the training and testing. Convey Army-wide/joint concepts, doctrine, and MTTPs to the command and higher echelons.

3.2.12.4 Participate in various materiel developer/combat developer events as a military doctrine, tactics, techniques and procedures, staff operations, and deployment/employment of combat, combat support, and/or combat service support units Subject Matter Expert (SME), ensuring the combat developer requirements are understood by the materiel developer throughout the systems acquisition process.

### 3.2.13 PLANNING, POLICIES, AND PROCESSES

3.2.13.1 Assist in the shaping, staffing, coordination, and implementation of organizational and office level policies processes and procedures to support business operations and to support acquisition, development, test, validation, information assurance C&A and fielding of test and training instrumentation, targets and threat systems/simulators, instructional systems, information technology, and Training Aids, Devices, Simulators and Simulations (TADSS).

3.2.13.2 Support achievement of efficiencies identified through process reengineering of information management, programmatic and general administrative functions.

3.2.13.3 Analyze strategic planning processes and conduct research activities. Develop templates for strategic planning documents. Facilitate leadership off-site(s) which will include identifying agenda items, preparing materials and presentations.

3.2.13.4 Provide guidance, advice and assistance on strategic planning. Develop common progress reporting methods and track status. Provide weekly, project management related activities associated with achieving closure on various critical initiatives.

### 3.2.14 PROGRAM ANALYSES, EVALUATIONS, AND ASSESSMENTS

3.2.14.1 These tasks deal with research, analysis, evaluation and assessment of current and future capabilities. The term "training" is meant to infer all types of military training to include field, resident or institutional instruction (formal schools), distance or distributed education/training, and all other aspects of current and on-going training/instructional capabilities. The term "test" infers all types of military testing, from developmental to operational and live fire testing.

3.2.14.2 Perform comprehensive individual and group studies and analyses of programs of instruction, training delivery mechanisms, and test procedures and methods. Typical tasks may include analysis and evaluation of training program requirements and designs, evaluations and comparisons of program costs, evaluation of instructional materials and training documentation, and evaluation and assessment of the efficiency and effectiveness of training programs, systems and devices. Document findings and indicate to what degree training was successful in relation to achievement of objectives. Develop recommendations for program improvements and identify specific additional materiel requirements to increase effectiveness.

3.2.14.3 Compare, analyze and evaluate the relative merits of program designs and alternatives. Review, analyze and recommend procedures and standards for program development and implementation.

### 3.2.15 PROGRAM EXECUTION AND OVERSIGHT

3.2.15.1 Perform life cycle planning and management of simulations, test and training instrumentation, targets, threat systems, and instructional systems development, prototyping, integration, fielding and support, and information technology programs established in support of federal and military requirements.

3.2.15.2 Perform comprehensive analyses of program, project and system requirements, translate requirements to discrete, attainable objectives, make decisions involving cost, schedule and technical performance and associated trade-offs, and establish priorities, goals, milestones and manpower requirements for tasks in support of major project objectives. Lead IPTs in development of acquisition documentation required by organization policies, and Service, DOD and Federal regulations and laws, and in award and execution of contracts and task orders to achieve project objectives.

3.2.15.3 Plan, and coordinate the activities and efforts of IPTs consisting of engineering, logistics, contracting, financial and support personnel in project execution. Develop metrics to track achievement of project goals. Represent the organization at contractor and Government project meetings, conferences, reviews and test events, monitor contractor performance, evaluate performance against goals, and make recommendations regarding issues affecting project execution consistent with project cost, schedule and performance and contract requirements. Recommend ways to control and improve contractor performance and maximize program technical, schedule and cost performance during contract execution.

3.2.15.4 Participate in briefings and meetings with user representatives, contractors, and other Government agency personnel and prepare and present program status reviews to Project Managers, Project Directors and senior leadership internal and external to the organization. Report meeting results, assign and track action items, and coordinate resolution of action items and issues.

3.2.15.5 Identify, compile and distribute research and information in areas related to project office products and missions.

3.2.15.6 Plan, direct, coordinate, and manage PEO STRI Security Cooperation programs including Foreign Military Sales (FMS) cases. Prepare Price and Availability (P&A) and Letters of Offer and Acceptance (LOA) through implementation, execution and case closure. Insure compliance with national security and national military strategies and all DOD and U.S. Army Security Cooperation regulations. Coordinate industry requests for technology transfer and export licenses and the agency position regarding the safeguarding or exporting of Modeling and Simulation (M&S) technologies. Conduct technical discussions and develop documentation in support of International Cooperative Programs (ICP).

3.2.15.7 Assist and represent project offices at organization sponsored and endorsed meetings, shows and exhibits by developing presentations and attending and reporting on selected briefings and demonstrations of organizational interest.

3.2.15.8 Conduct liaison and coordination, and assist in the analysis, planning, promotion and execution of Service and Joint Service testing, training and distributed learning initiatives.

### 3.2.16 PROPERTY AND SUPPLY

3.2.16.1 Perform all aspects of supply support services to include ordering, receipt, processing and execution of requisitions for supplies, furnishings, equipment, initial spares and Government Furnished Equipment (GFE) for fielded systems and screening of items to ascertain maximum use of the Federal Supply System, and receipt, delivery and set up of items.

3.2.16.2 Develop/procure samples, or test models/systems as necessary to support analyses or proof of concept studies. These hardware or software systems may be used in office or field environments as needed to accomplish the specific objectives of the task.

3.2.16.3 Perform all aspects of inventory and property management functions to include maintenance of property books and property accountability services such as inspections and audits of equipment, reports of survey process, maintaining control of durable supplies, warehousing equipment, and disposal of furniture and equipment or supply items in accordance with applicable laws and regulations.

3.2.16.4 Process requests for services for facilities support and to setup, reconfigure and tear down organizational displays and equipment, and prepare items for shipment in support of demonstrations, conferences and symposia.

### 3.2.17 PUBLIC AFFAIRS AND EVENTS

3.2.17.1 Plan, coordinate, and execute the support of internal and external organizational communications requirements related to the media, web pages, community relations, events, exhibits, conferences, and protocol. Conduct continuous information gathering to stay abreast of command information. Plan and execute the details revolving around the marketing and public awareness of events, exhibits, and conferences such as: invitations, publication announcements, letters, and printed materials.

3.2.17.2 Organize, draft and submit information regarding organizational activities and accomplishments for internal and external publication to include layout, design, copy and distribution of newsletters, articles, video scripts and other printed material. Assist in identifying, developing and preparing executive level speeches/message presentations to various audiences.

3.2.17.3 Review publications, papers, speeches and presentations submitted for public affairs approval to ensure accuracy, editorial quality and determine appropriateness for publication and public release. Ensure material has been released by the leadership of the appropriate office and by security prior to providing approval for public release. Maintain a log of approved items.

3.2.17.4 Identify and develop a strategic approach to command message formulation, product development, presentation and information dissemination to external and internal audiences. Identify possible audiences the PEO message must reach and methods of presentation and mechanisms to reach these audiences. Identify message integration opportunities. Organize public relations events that promote Service and organizational visibility within the Department, Service and the community and schedule press conferences and coordinate interviews between spokespersons and various media outlets.

3.2.17.5 Coordinate marketing efforts to include, brochures, business cards, logos and other program identity efforts.

3.2.17.6 Plan and execute events, exhibits, conferences, and special events and coordinate requirements for organization participation. Plan and arrange meeting/exhibit space, lodging requirements, catering, exhibits, keynote speakers, travel arrangement, agenda, audio visual, marketing/communications, giveaways, packing, electrical requirements, shipping, tracking, set up and breakdown including ancillary structures (i.e., tents, gallery stands, flooring, and speaker platforms).

3.2.17.7 Interpret Freedom of Information Act (FOIA) and Privacy Act standards and procedures. Provide recommendations and convey interpretations of policy.

3.2.17.8 Analyze programs and staff proposals to assure the implementation of policies. Recommend alternatives or modifications to existing policies. Develop guidance for evaluating programs. Review and recommend legislative, regulatory, or administrative remedies in cases where policies are deficient or issues are not covered by precedent. Recommend disclosure determinations and drafts outgoing responses. Advise and assist in making the determination on requests for information, documents and records. Review documents and records to ensure the appropriateness of any deletions. Draft responses.

### 3.2.18 SECURITY AND VISITOR CONTROL

3.2.18.1 Manage organizational personnel security program activities to include creation and maintenance of security clearance databases; tasking and providing assistance to employees in the submission of security clearance paperwork; certification of the accuracy of security clearance information to other Government and cleared contractor facilities; management of employee official security files; processing of security clearance suspension, denial and revocation actions; and interaction with HQDA Clearance Facility to reconcile reports of adverse or potentially derogatory information which could affect retention of an employee's security clearance.

3.2.18.2 Based on projected official overseas travel reports, conduct all source searches of classified intelligence reports and databases which address geo-political, terrorist, criminal and foreign intelligence collection threats for overseas destinations and travel itineraries. Prepare and present overseas travel briefings to Government personnel and support contractors for official and personal overseas travel.

3.2.18.3 Research and determine information requirements for, and procedures to obtain foreign country and theater clearances for official travelers. Type messages using Decision Agent Software (DAS) on the Secret Internet Protocol Router Network (SIPRNET) and process overseas travel clearances through the Defense Message System (DMS). Contact foreign countries by phone to verify country and theater clearance approvals.

3.2.18.4 Assist the workforce in resolving issues related to identification media such as badges, Common Access Cards (CAC) and other miscellaneous security program issues.

### 3.2.19 SYSTEMS AND SOFTWARE ENGINEERING

3.2.19.1 Perform Systems Engineering (SE) and Software Engineering (SwE) tasks, implement SE/SwE approaches and oversee contractor SE/SwE efforts in the concept formulation design, development, verification, manufacturing, deployment, operations, support and disposal of test and training instrumentation, targets and threat systems/simulators, instructional systems, and TADSS using Chapter 4 of the Defense Acquisition Guidebook as a guide. SE/SwE activities are generally facilitated through IPTs consisting of engineers and project team members representing other functional disciplines, and other stakeholders such as user representatives. SE/SwE tasks will typically fall into categories such as technical planning; requirements analysis, development and management; system design and development; program review and oversight; verification; risk management; configuration management; and technical data management. Typical technologies these systems may employ include: Command, Control, Communications, Computers and Intelligence (C4I) systems; computer and communication networks; software models and simulations; chemical-biological; synthetic natural environments; artificial intelligence and expert systems; embedded electronics; image generators and visual displays; lasers and electro-optics; pyrotechnics; radio frequency devices; avionics; control systems; and range instrumentation equipment.

3.2.19.2 Coordinate with functional elements, plan, collect data, prepare and update Systems Engineering Plans (SEP) defining how the systems engineering process is applied and tailored to meet objectives for each acquisition phase of a program and methods by which all system requirements having technical content, technical staffing, and technical management will be implemented.

3.2.19.3 Analyze military operational requirements in the form of Initial Capabilities Documents (ICD), Capability Development Documents (CDD), Capability Production Documents (CPD) or other customer generated requirements documents; identify critical requirements; develop, analyze and review alternatives for materiel solutions, technical architectures and functional system designs; conduct trade-off studies based upon criteria such as technical performance and risk, interoperability requirements and constraints, operating environment, scalability, maintainability, affordability and schedule; recommend best technical approaches; and translate operational requirements and technical approaches into functional and verifiable technical and performance requirements in the form of functional baselines and system performance specifications.

3.2.19.4 Review physical system decompositions and allocated baselines typically established by development contractors in the form of system and subsystem development specifications and software requirements and interface specifications, and ensure accuracy, completeness, testability and traceability to Government functional baselines and contract specifications.

3.2.19.5 Analyze, review, comment and make recommendations - based upon factors such as performance, cost, schedule and risk - on hardware and software design alternatives typically produced by development contractors that will be used to develop design baselines documenting requirements for hardware manufacturing and software coding. Evaluate design baselines typically consisting of drawings, hardware and software product specifications and other design documents to ensure accuracy, completeness and traceability to functional and allocated baselines and contract specifications.

3.2.19.6 Provide technical evaluations of contractor performance and provide technical representation of the project office at progress reviews, design reviews, technical interchange meetings and other SE oriented meetings and reviews with development contractors. Inform project management and other IPT members of project status and track and ensure completion of actions and resolution of issues.

3.2.19.7 Identify and review changes to actual tactical systems and equipment and evaluate their impact on associated simulation, training, testing and threat system functional, allocated and product baselines. Prepare Engineering Change Proposals (ECP) and Value Engineering Proposals (VEP) and review and evaluate contractor prepared ECPs and Value Engineering Change Proposals (VECP) prompted by conditions such as changes to tactical equipment, changes to technical and performance requirements, cost, design deficiencies and part obsolescence, and provide and justify recommendations to reject or accept proposed changes. Oversee efforts to apply engineering changes and integrate new and updated components and technologies into existing systems.

3.2.19.8 Review drawings, hardware and software specifications, software design documentation and other technical data produced to document system designs and assess their compliance with contract requirements. Ensure rights and distribution markings on data received from contractors are consistent with and comply with contract requirements. Identify items that do not comply with requirements or are otherwise incomplete or insufficient for life cycle sustainment of system hardware and software, and competitive procurement of replacement items, repair parts and spares.

3.2.19.9 Perform configuration identification, verification, control and status accounting of Government requirements and baselines generated during system development, and contractor generated and maintained requirements and hardware and software baselines delivered to the Government. Perform Functional Configuration Audits (FCA) to compare and verify that the system hardware and software has achieved the requirements specified in its functional, performance, interoperability, and interface requirements specifications. Perform Physical Configuration Audits (PCA) to verify the "as-built" configuration of items against detailed design documentation such as drawings and associated lists, quality assurance provisions, packaging details and other technical data package elements to verify the configuration item's product baseline.

3.2.19.10 Evaluate plans and production engineering requirements and participate in production readiness reviews and assessments. Evaluate and assess the producibility of designs, maturity of production processes, availability of materials, and readiness of personnel and facilities, and identify technical, schedule and cost risks.

3.2.19.11 Evaluate plans for and participate in the implementation of hardware and software quality assurance programs, and inspection systems, and evaluate management and execution of contractor quality assurance programs, and validate reported metrics.

3.2.19.12 Define strategic level technical roadmaps and action plans to achieve organizational goals for interoperability and integration of systems.

3.2.20 TECHNOLOGY ANALYSIS, EVALUATIONS, AND ASSESSMENTS

3.2.20.1 Identify and investigate commercial product developments, industry independent research and development programs, Small Business Innovation Research (SBIR) programs, in-house research and development projects and tasks, and other Government agency research programs, and perform technology assessments to identify and determine the current states of technologies and their technology readiness levels. Typical technologies include modeling and simulation, computer and communication networks, visual systems, test and training instrumentation, targetry systems, threat systems and simulations, human systems, and distributed learning. Develop recommendations to aid in determining whether technologies merit further examination and conduct studies, analyses and simulations to determine the feasibility of incorporating technologies into current or planned simulation, training and test programs, systems, devices and tools. Develop/procure samples, or test models/systems as necessary to support analyses or proof of concept studies. These hardware or software systems may be used in office or field environments as needed to accomplish the specific objectives of the task.

### 3.2.21 TEST AND TRAINING OPERATIONS

3.2.21.1 Support the planning, conduct and management of all aspects of in-plant (usually contractor conducted) and on-site system, subsystem and software test and evaluation activities and experiments from concept refinement through system development and demonstration, production and deployment, and operations and support. Typical types of tests include prototype, early user, hardware and software configuration item, regression, pre-production, reliability and maintainability, environmental, human factors, safety, First Article, verification, functional, acceptance, production qualification, and formal Government conducted Developmental, Operational and Live-Fire. Document deficiencies and discrepancies found during testing and participate in post test meetings to evaluate results and develop of courses of action.

3.2.21.2 Support the development and updates of Test and Evaluation Master Plans (TEMP) in accordance with applicable instructions and regulations. Develop test plans, procedures, acceptance criteria and reports. Review and evaluate test requirements, plans, procedures, acceptance criteria, and reports to assure accuracy, completeness, feasibility, testability and product compliance.

3.2.21.3 Develop, modify and maintain testing and training algorithms and models, use cases, training exercise plans, vignettes and scenarios in support of training exercises, and after action reviews.

3.2.21.4 Define computer and network resources required to execute specific exercises and resources based on the scope of scenarios and fidelity of models and develop baseline estimates of performance.

3.2.21.5 Provide subject matter expertise in testing of aviation and ground system simulators and training and threat simulations to determine and verify fidelity as compared to actual systems. Typical items evaluated include fidelity of computer generated visual imagery, simulator operation and handling, control functions and forces, instrumentation, vibrations and sounds, and accuracy of control positions and threat fidelity.

3.2.21.6 Perform inspections, diagnostics and functional tests of systems and instrumentation to determine and verify the operational condition of the equipment prior to initiation of disassembly or modification efforts and following completion of equipment installation, modifications and updates.

3.2.21.7 Conduct training to support fielding of system modifications using training programs and materials developed for the system.

3.2.21.8 Perform training in system administration and use of information systems and software used in the performance of organizational operations and testing and training missions. Train staff in the preparation and processing of personnel actions in the Defense Civilian Personnel Data System (DCPDS).

3.2.21.9 Develop and present training and execute coordination functions to facilitate implementation of operational changes associated with new business processes and redesign of organizational structures.

3.2.21.10 Develop and present courses of instruction to develop technical skills in information assurance, modeling and simulation, networking, systems engineering, and distributed and parallel technologies.

3.2.21.11 Maintain training system technical data repositories containing items such as technical manuals, logistics and other technical data, and drawings.

#### 4. MANPOWER AND WORKFORCE COMPOSITION

4.1 The U.S. Government maintains the right to require removal of contractor personnel for cause.

4.2 The contractor shall assure that the workforce has sufficient qualifications to perform work as required by the U.S. Government, and that those qualifications are maintained during the life of the contract. The contractor shall replace, at no cost to the U.S. Government, any personnel, trained at U.S. Government expense, who leave the contract for other than U.S. Government convenience within the period of performance of the task order or subsequent task orders upon which the personnel begin to perform, and for which the training is also required for performance. Personnel so replaced shall be comparably trained at the contractor's expense.

4.3 The contractor shall advise the U.S. Government in advance of any necessity to reassign or replace "key personnel" during the performance of this contract. The qualifications of the key personnel and any replacements will be subject to review by the U.S. Government. Key personnel, if required, will be identified in individual Task Orders.

4.4 The standard operating hours for on-site personnel is 0730-1615 hours, Monday through Friday. Core hours for on-site personnel are 0900-1500 hours, Monday through Friday.

4.5 The U.S. Government will not issue a task order to support contractor management, administrative or support functions for the contractor's administration of this contract.

#### 5. PRODUCT COMPATIBILITY.

When specified in the task order, the contractor shall provide the product or a reproducible copy of the product in an automated format that is compatible with the U.S. Government office applications software. Applications currently being used by PEO STRI are the Microsoft Office Suite and the Windows XP operating systems. The contractor shall upgrade applications software and operating systems in concordance with U.S. Government upgrades.

#### 6. CONTRACT DATA REQUIREMENTS.

The contractor shall be responsible for producing and delivering data items for the common contract data requirements identified herein and for producing and delivering unique data items as required by individual task order Contract Data Requirements Lists (CDRL). All data items shall be prepared using applications compatible with the PEO STRI office automation baseline and delivered in the form and manner specified on the CDRL.

6.1 COMMON CONTRACT DATA REQUIREMENTS. The U.S. Government requires the following contract data requirements:

6.1.1 STATUS REPORT. The contractor shall identify and record accomplishments made during the reporting period as well as problems encountered that may impact the price, scope, or schedule, address action taken to resolve outstanding issues from prior reporting periods, and perform planning for upcoming activities. The contractor shall deliver a comprehensive report addressing the contract and all Task Orders active during the reporting period in accordance with CDRL A001.

6.1.2 FUNDS AND LABOR HOUR EXPENDITURE REPORT. The contractor shall collect and record price and staffing data by labor category (for Time and Material (T&M) and Cost type tasks only) and cumulative fiscal data (for T&M and Cost type tasks only). The contractor shall deliver a comprehensive report addressing the contract and all Task Orders active during the reporting period in accordance with CDRL A002.

6.1.3 IN-PROCESS REVIEW (IPR) MATERIAL. The contractor shall prepare and deliver IPR material addressing the contract and all Task Orders active during the reporting period in accordance with CDRL A003. The contractor shall present the IPR material to the Government on a quarterly basis with the date for the initial presentation to be determined at the Post Award Conference.

6.1.4 COMPLETION REPORT. The contractor shall track the execution status of contract Task Orders and notify the government of order completion in accordance with CDRL A004.

6.2 UNIQUE CONTRACT DATA REQUIREMENTS. The contractor shall prepare documents, drawings, analyses, plans, manuals, specifications, meeting minutes, profiles, procedures, studies, technical reports, notices, estimates, proposals, charts, packages, notifications, guides, briefings and other data items in accordance with CDRL A005 or other CDRLs as applied to and specified in individual Task Orders.

6.3 ARCHIVE OF DELIVERABLES. The contractor shall maintain an electronic, indexed, archival record of all unclassified deliverables resulting from this contract.

## 7. SECURITY.

The contractor shall be in compliance with those security requirements specified in Contracts Security Classification Specifications, DD Form 254.

7.1 The contractor will be required to have a TOP SECRET facility clearance with SECRET safeguarding capability limited to 2 cubic feet. The contractor will require access to communications-security information, SCI and Non-SCI Intelligence information, and For Official Use Only (FOUO) information.

7.2 In performing this contract the contractor will receive classified material, have access to classified information within the United States and overseas, and will be authorized to use the Defense Technical Information Center (DTIC). Performance of this contract will be worldwide as designated by individual task orders. Individual Task Orders will specify security requirements in each Performance Work Statement. Individual DD Form 254 will be issued for each classified Task Order. Some positions/duties may not require a clearance but all positions/duties will require investigation for duties and access to U.S. Government systems.

7.3 The contractor shall provide information required for issuance of a Common Access Card (CAC) to the contract or individual Task Order Trusted Agent, as appropriate, for all personnel requiring access to Government facilities in performance of this contract. The contractor shall ensure all personnel requiring a CAC obtain an Army Knowledge Online (AKO) account and email using the Contracting Officer's Representative (COR) or Task Order Technical Point of Contact (TPOC), as appropriate, as the account sponsor. The contractor shall ensure all personnel requiring access to Government computer resources complete PEO STRI's training for operating and retaining a user account on a Government network. Contractor personnel shall use their assigned AKO email address for all email correspondence related to performance of Government's Task Orders. The Corporate Information Office (CIO) of the PEO may issue qualified personnel an alias for internal email communication. If an alias is issued by the CIO, contractor personnel shall forward their AKO email messages to the alias issued.

7.4 Prior to any travel to the Republic of Korea, qualified personnel will take the required training for invited contractors no later than 60 days prior to the trip. This training is required annually for all contractors traveling to Korea in the performance of Task Orders on this contract. The course is available online at <http://www.usfk.mi./USFK/index.html>. Once at the site follow the links to the required training. If difficulties are encountered contact the Task Order TPOC.

#### 8. QUALITY CONTROL REQUIREMENT.

The contractor shall implement and maintain a quality control program. The program shall include inspection, validation, evaluation, corrective action and procedures necessary to achieve quality control. The adequacy of reports and documentation shall be the responsibility of the contractor. All quality control operations performed by the contractor shall be subject to U.S. Government verification. Verification shall consist of monitoring the operations to determine that the practices and methods of the contractor's procedures are properly applied. Contractor conformance to the requirements of this PWS will be measured in accordance with the Quality Assurance Surveillance Plan (QASP).

#### CLAUSES INCORPORATED BY FULL TEXT

##### 5152.211-5007 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL (PEO STRI) (SEP 2006)

The Contractor's Technical Proposal, W900KK-08-R-0021 dated 14 October 2009 and the Contractor's Organizational Conflicts of Interest (OCI) Mitigation and Avoidance Plan dated 04 August 2009, and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-8, "Order of Precedence", the Contractor's technical proposal shall be considered a "Specification."

## Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

## 252.211-7003 ITEM IDENTIFICATION AND VALUATION (AUG 2008)

## (a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

-----  
 Contract line, subtitle, or exhibit line  
                   item No.                  Item description  
 -----

TO BE COMPLETED AT THE TASK ORDER LEVEL.

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number --  
 --.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*
- (9) Current part number effective date (optional and only if current part number is used).\*\*

(10) Serial number (if concatenated unique item identifier is used).\*\*

(11) Description.

\*\* Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at [http://www.acq.osd.mil/dpap/pdi/uid/data\\_submission\\_information.html](http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html).

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

(End of clause)

#### CLAUSES INCORPORATED BY FULL TEXT

##### 5152.223-5001 HAZARDOUS MATERIALS (PEO-STRI) (SEP 2006)

(a) Packaging, Packing, Marking and Labeling Hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and all applicable government and carrier regulations in effect at the time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures that are not in accordance with laws and regulations applicable to the mode of transportation employed.

(c) To ascertain which Department of Defense, or local installation regulations, concerning hazardous materials may impact on this contract, the contractor should contact:

Department of the Army  
Installation Management Agency Southeast Region (SFIM-SE-L)  
1593 Hardee Ave., SW, Bldg. 171  
Fort McPherson, GA 30330-11057  
Ph: (404) 464-0730

##### 5152.247-5001 MARKING OF WARRANTED ITEMS (PEO-STRI) (SEP 2006)

(a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129, Marking for Shipment and Storage, and MIL-STD-130, Identification Marking of U.S. Military Property, current at the date of award. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.

(b) Each item covered by a warranty shall have a written notice attached to or furnished with the warranted item, and marked with the following:

- (1) National stock number or manufacturer's part number.
- (2) Serial number or other item identifier (if the warranty applies to uniquely identified items).
- (3) Contract number.
- (4) Indication that a warranty applies.
- (5) Manufacturer or entity (if other than the contractor) providing the warranty.
- (6) Date or time when the warranty expires.
- (7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

5152.247-5006 PRESERVATION, PACKAGING, PACKING AND MARKING (PEO-STRI) (SEP 2006)

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:

**TO BE SPECIFIED ON INDIVIDUAL TASK ORDERS.**

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading, which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

(d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
1010	Destination	Government	Destination	Government
1011	Destination	Government	Destination	Government
1012	Destination	Government	Destination	Government
1013	Destination	Government	Destination	Government
1014	Destination	Government	Destination	Government
1015	Destination	Government	Destination	Government
1016	Destination	Government	Destination	Government
1017	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
2009	Destination	Government	Destination	Government

2010	Destination	Government	Destination	Government
2011	Destination	Government	Destination	Government
2012	Destination	Government	Destination	Government
2013	Destination	Government	Destination	Government
2014	Destination	Government	Destination	Government
2015	Destination	Government	Destination	Government
2016	Destination	Government	Destination	Government
2017	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
3009	Destination	Government	Destination	Government
3010	Destination	Government	Destination	Government
3011	Destination	Government	Destination	Government
3012	Destination	Government	Destination	Government
3013	Destination	Government	Destination	Government
3014	Destination	Government	Destination	Government
3015	Destination	Government	Destination	Government
3016	Destination	Government	Destination	Government
3017	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	Destination	Government	Destination	Government
4009	Destination	Government	Destination	Government
4010	Destination	Government	Destination	Government
4011	Destination	Government	Destination	Government
4012	Destination	Government	Destination	Government
4013	Destination	Government	Destination	Government
4014	Destination	Government	Destination	Government
4015	Destination	Government	Destination	Government
4016	Destination	Government	Destination	Government
4017	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984

52.246-6	Inspection--Time-And-Material And Labor-Hour	MAY 2001
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

#### CLAUSES INCORPORATED BY FULL TEXT

##### 5152.246-5001 INSPECTION AND ACCEPTANCE (PEO-STRI) (SEP 2006)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by the Procuring Contracting Officer (PCO) or a duly authorized representative unless otherwise stated within individual task orders.

(b) Acceptance of all Contract Line Items/Subcontract Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a unconditional DD Form 250, Material Inspection and Receiving Report, submitted through the Wide Area Work Flow (WAWF) system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

##### 5152.246-5003 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (PEO-STRI) (JAN 2008)

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items. Acceptance will be evidenced by execution of an electronic Wide Area WorkFlow Receiving Report.

##### 5152.246-5004 SPECIAL DISTRIBUTION OF DD FORM 250 (PEO-STRI) (SEP 2006)

The Material Inspection and Receiving Report (DD Form 250) required to be furnished by the provision of the clause elsewhere herein entitled "Material Inspection and Receiving Report" shall be distributed by the contractor in accordance with Tables 1 and 2 of Part 4 of the DoD FAR Supplement Appendix F, "Material Inspection and Receiving Report". The addresses required for special distribution in accordance with Table 2 and any additional distribution are as follows:

<u>Activity</u>	<u>Address</u>
Program Executive Office Simulation, Training and Instrumentation 12350 Research Parkway Orlando, FL 32826-3276	

## Section F - Deliveries or Performance

**THIS DOCUMENT CONSTITUTES AS A PERFORMANCED- BASED INDEFINITE DELIVERY/INDEFINITE QUANTITY (ID/IQC) CONTRACT FOR NON-PERSONAL SUPPORT SERVICES. THE CONTRACT WILL BE FOR A FIVE-YEAR TOTAL PERIOD WITH A ONE-YEAR BASE PERIOD AND FOUR ONE-YEAR OPTIONS TO EXTEND.**

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 11-AUG-2009 TO 10-AUG-2010	N/A	N/A FOB: Destination	
0002	POP 11-AUG-2009 TO 10-AUG-2010	N/A	N/A FOB: Destination	
0003	POP 11-AUG-2009 TO 10-AUG-2010	N/A	N/A FOB: Destination	
0004	POP 11-AUG-2009 TO 10-AUG-2010	N/A	N/A FOB: Destination	
0005	POP 11-AUG-2009 TO 10-AUG-2010	N/A	N/A FOB: Destination	
0006	POP 11-AUG-2009 TO 10-AUG-2010	N/A	N/A FOB: Destination	
0007	POP 11-AUG-2009 TO 10-AUG-2010	N/A	N/A FOB: Destination	
0008	N/A	N/A	N/A	N/A
0009	N/A	N/A	N/A	N/A
0010	N/A	N/A	N/A	N/A
0011	N/A	N/A	N/A	N/A
0012	N/A	N/A	N/A	N/A
0013	N/A	N/A	N/A	N/A
0014	N/A	N/A	N/A	N/A
0015	N/A	N/A	N/A	N/A

0016	N/A	N/A	N/A	N/A
0017	N/A	N/A	N/A	N/A
1001	POP 11-AUG-2010 TO 10-AUG-2011	N/A	N/A FOB: Destination	N/A
1002	POP 11-AUG-2010 TO 10-AUG-2011	N/A	N/A FOB: Destination	N/A
1003	POP 11-AUG-2010 TO 10-AUG-2011	N/A	N/A FOB: Destination	N/A
1004	POP 11-AUG-2010 TO 10-AUG-2011	N/A	N/A FOB: Destination	N/A
1005	POP 11-AUG-2010 TO 10-AUG-2011	N/A	N/A FOB: Destination	N/A
1006	POP 11-AUG-2010 TO 10-AUG-2011	N/A	N/A FOB: Destination	N/A
1007	POP 11-AUG-2010 TO 10-AUG-2011	N/A	N/A FOB: Destination	N/A
1008	N/A	N/A	N/A	N/A
1009	N/A	N/A	N/A	N/A
1010	N/A	N/A	N/A	N/A
1011	N/A	N/A	N/A	N/A
1012	N/A	N/A	N/A	N/A
1013	N/A	N/A	N/A	N/A
1014	N/A	N/A	N/A	N/A
1015	N/A	N/A	N/A	N/A
1016	N/A	N/A	N/A	N/A
1017	N/A	N/A	N/A	N/A
2001	POP 11-AUG-2011 TO 10-AUG-2012	N/A	N/A FOB: Destination	N/A
2002	POP 11-AUG-2011 TO 10-AUG-2012	N/A	N/A FOB: Destination	N/A

2003	POP 11-AUG-2011 TO 10-AUG-2012	N/A	N/A FOB: Destination	
2004	POP 11-AUG-2011 TO 10-AUG-2012	N/A	N/A FOB: Destination	
2005	POP 11-AUG-2011 TO 10-AUG-2012	N/A	N/A FOB: Destination	
2006	POP 11-AUG-2011 TO 10-AUG-2012	N/A	N/A FOB: Destination	
2007	POP 11-AUG-2011 TO 10-AUG-2012	N/A	N/A FOB: Destination	
2008	N/A	N/A	N/A	N/A
2009	N/A	N/A	N/A	N/A
2010	N/A	N/A	N/A	N/A
2011	N/A	N/A	N/A	N/A
2012	N/A	N/A	N/A	N/A
2013	N/A	N/A	N/A	N/A
2014	N/A	N/A	N/A	N/A
2015	N/A	N/A	N/A	N/A
2016	N/A	N/A	N/A	N/A
2017	N/A	N/A	N/A	N/A
3001	POP 11-AUG-2012 TO 10-AUG-2013	N/A	N/A FOB: Destination	
3002	POP 11-AUG-2012 TO 10-AUG-2013	N/A	N/A FOB: Destination	
3003	POP 11-AUG-2012 TO 10-AUG-2013	N/A	N/A FOB: Destination	
3004	POP 11-AUG-2012 TO 10-AUG-2013	N/A	N/A FOB: Destination	
3005	POP 11-AUG-2012 TO 10-AUG-2013	N/A	N/A FOB: Destination	
3006	POP 11-AUG-2012 TO 10-AUG-2013	N/A	N/A FOB: Destination	

3007	POP 11-AUG-2012 TO 10-AUG-2013	N/A	N/A FOB: Destination	
3008	N/A	N/A	N/A	N/A
3009	N/A	N/A	N/A	N/A
3010	N/A	N/A	N/A	N/A
3011	N/A	N/A	N/A	N/A
3012	N/A	N/A	N/A	N/A
3013	N/A	N/A	N/A	N/A
3014	N/A	N/A	N/A	N/A
3015	N/A	N/A	N/A	N/A
3016	N/A	N/A	N/A	N/A
3017	N/A	N/A	N/A	N/A
4001	POP 11-AUG-2013 TO 10-AUG-2014	N/A	N/A FOB: Destination	
4002	POP 11-AUG-2013 TO 10-AUG-2014	N/A	N/A FOB: Destination	
4003	POP 11-AUG-2013 TO 10-AUG-2014	N/A	N/A FOB: Destination	
4004	POP 11-AUG-2013 TO 10-AUG-2014	N/A	N/A FOB: Destination	
4005	POP 11-AUG-2013 TO 10-AUG-2014	N/A	N/A FOB: Destination	
4006	POP 11-AUG-2013 TO 10-AUG-2014	N/A	N/A FOB: Destination	
4007	POP 11-AUG-2013 TO 10-AUG-2014	N/A	N/A FOB: Destination	
4008	N/A	N/A	N/A	N/A
4009	N/A	N/A	N/A	N/A
4010	N/A	N/A	N/A	N/A
4011	N/A	N/A	N/A	N/A
4012	N/A	N/A	N/A	N/A

4013	N/A	N/A	N/A	N/A
4014	N/A	N/A	N/A	N/A
4015	N/A	N/A	N/A	N/A
4016	N/A	N/A	N/A	N/A
4017	N/A	N/A	N/A	N/A

#### CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
52.247-34	F.O.B. Destination	NOV 1991

#### CLAUSES INCORPORATED BY FULL TEXT

##### 5152.211-5006 PERIOD OF PERFORMANCE (PEO STRI) (SEP 2006))

(a) The contract shall commence on 10 August 2009 and shall continue through 10 August 2010. However, the period of performance may be extended in accordance with the option provisions contained herein.

(b) If FAR Clause 52.216-18, "Ordering", is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

Basic Period of Performance;	11 August 2009 through 10 August 2010
First Option;	11 August 2010 through 10 August 2011
Second Option;	11 August 2011 through 10 August 2012
Third Option;	11 August 2012 through 10 August 2013
Fourth Option;	11 August 2013 through 10 August 2014

##### 5152.216-5004 MINIMUM AND MAXIMUM QUANTITIES (PEO STRI) (SEP 2006)

As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is \$50,000.00. This contract minimum will be met by the issuance of individual task orders. The maximum not to exceed quantity is \$270,570,046.00.

## 5152.247-5003 TECHNICAL DATA AND INFORMATION (PEO-STRI) (SEP 2006)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit A through D, attached hereto, and the following:

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, which are listed in Block 6 of the DD Form 1423.

(1) PCO, Code; TO BE SPECIFIED ON INDIVIDUAL TASK ORDERS.

(b) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(c) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(d) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(e) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(f) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(g) DD Form 1423, Block 14 Mailing Addresses: TO BE SPECIFIED ON INDIVIDUAL TASK ORDERS.

## 5152.247-5014 PLACE OF PERFORMANCE (PEO-STRI) (SEP 2006)

The services to be performed herein shall be performed primarily at PEO STRI, Orlando FL. Other places of performance include but are not limited to;

Ft. Benning, Georgia  
 Fort Bliss, Texas  
 Fort Bragg, North Carolina  
 Ft. Campbell, Kentucky  
 Fort Carson, Colorado  
 Fort Drum, New York  
 Fort Hood, Texas  
 Fort Huachuca, AZ  
 Ft. Irwin, CA  
 Ft. Knox, Kentucky  
 Fort Leavenworth, Kansas  
 Fort Lewis, Washington  
 Ft. Monroe, Virginia and the Greater Tidewater Area  
 Fort Sill, Oklahoma  
 Fort Riley, Kansas  
 Fort Rucker, Alabama  
 Fort Sam Houston, Texas  
 Ft. Monmouth, New Jersey  
 Ft. Polk, Louisiana

ARCENT, Iraq/Kuwait  
Redstone Arsenal, Alabama  
JFCOM, Suffolk, Virginia

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

5152.201-5000 GOVERNMENT POINTS OF CONTACT (PEO-STRI) (SEP 2006)

(a) The Contracting Officer’s Representative for this contract is:

(b) (6)

Office: (b) (6)

(b) (6)

(b) The TPOC will provide technical direction and discussion, as relating, but not limited to the specification and/or statement of work, and will monitor the progress and quality of contractor performance.

(c) The TPOC is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order). When, in the opinion of the contractor, the TPOC requests any of the aforementioned changes, the contractor shall promptly notify the Contracting Officer (or ordering officer, for delivery/task orders) in writing. If the contractor believes or interprets any action by the TPOC to be a change to the contract, the contractor will promptly notify the Contracting Officer in writing. Any failure by the contractor to notify the Contracting Officer in writing of any changes is an admission that the contractor is working at its own risk on a voluntary basis. No action shall be taken by the contractor under such direction until the Contracting Officer (or ordering officer) has issued a modification to the contract (or delivery/task order) concerning the subject change(s) or has otherwise resolved the issue.

**TPOC’S WILL BE SPECIFIED ON INDIVIDUAL TASK ORDERS.**

CLAUSES INCORPORATED BY FULL TEXT

5152.201-5001 DESIGNATION OF CONTRACTING OFFICER’S REPRESENTATIVE (COR) (PEO-STRI) (SEP 2006)

(a) The Contracting Officer has designated (b) (6) 12350 Research Parkway, Orlando, FL 32826-3276, (b) (6) as the authorized Contracting Officer’s Representative (COR) for this contract.

(b) The duties of the COR are limited to the following:

1. In accomplishing your duties as COR, you are cautioned to ensure the contract/order does not become a personal services contract/order as described in reference (b) through your actions or the actions of other government personnel. You must notify me of any noted technical deficiencies or deviations not specifically approved by me. I may seek your technical advice from time to time, especially concerning the technical qualifications of contractor key personnel. The contractor will furnish you a copy of the invoices and backup for your review and retention (may be sent via Wide Area Work Flow (WAWF)); discrepancies should be brought to my attention promptly. Pay particular attention to the timely review of invoices. I will notify the contractor that you are the COR for this contract/order. You should have access to a copy of the contract and all modifications and be familiar with such

things as contract type, cost limitations, deliverables, and any special contract requirements. You are required to read reference (d) and understand your role and responsibilities in the Contractor Performance Assessment Reporting Systems (CPARS) process. I am available to answer any questions regarding the process and your participation in it.

2. You are reminded that you may not issue delivery/task orders or act in any manner that may be construed by the contractor to change the labor mix or make any other changes that will affect the contract and delivery order price, quality, quantity, delivery, or any other term or condition of the contract and/or order. If the contractor suggests or indicates this intent, you must promptly advise the contractor to the contrary and notify me immediately. I want to caution you that, per reference (a), you may be personally liable for unauthorized acts.

3. You must notify me when you will be unavailable to perform your COR duties. The COR duties and responsibilities associated with this appointment cannot be delegated by you to any other person.

4. The specific COR duties assigned to you are provided as enclosure (1) to this appointment (the Contracting Officer may add, delete, revise, or elaborate on the COR duties contained in the nomination memorandum as necessary).

5. If the performance of this contract requires contractor personnel access to a Government installation, you are responsible for ensuring such personnel adhere to the check-in and out procedures.

6. You are required to maintain adequate records to sufficiently describe the performance of your duties as a COR during the life of this contract and to dispose of such records as directed by the contracting officer. As a minimum, the COR file shall contain the following:

a. A copy of your letter of appointment from the contracting officer, a copy of any changes to that letter and a copy of any termination letter.

b. A copy of the contract or the appropriate part of the contract and all contract modifications.

c. A copy of the applicable quality assurance (QA) surveillance plan.

d. All correspondence initiated by authorized representatives concerning performance of the contract.

e. The names and position titles of individuals who serve on the contract administration team. The contracting officer must approve all those who serve on this team.

f. A record of inspections performed and the results.

g. Memoranda for record or minutes of any pre-performance conferences.

h. Memoranda for record of minutes of any meetings and discussions with the contractor or others pertaining to the contract or contract performance.

i. Applicable laboratory test reports.

j. Records relating to the contractor's quality control system and plan and the results of the quality control effort.

k. A copy of the surveillance schedule.

l. Documentation pertaining to acceptance of performance of services, including reports and other data.

CLAUSES INCORPORATED BY FULL TEXT

5152.201-5002 CONTRACTOR’S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL LIAISON (PEO-STRI) (SEP 2006)

(a) The contractor shall state below the name and telephone numbers of the contractor’s employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

**CONTRACT COORDINATOR:**

NAME: \_\_\_\_\_

PHONE (BUS): \_\_\_\_\_

PHONE (AFTER HOURS): \_\_\_\_\_

**ALTERNATE:**

NAME: \_\_\_\_\_

PHONE (BUS): \_\_\_\_\_

PHONE (AFTER HOURS): \_\_\_\_\_

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel. TO BE COMPLETED AFTER POST AWARD CONFERENCE.

CLAUSES INCORPORATED BY FULL TEXT

5152.232-5003 SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (PEO-STRI) (SEP 2006) - ALT I (SEP 2006)

(a) All payments against informational (numeric) sub-line items (SLINs) shall be processed manually by the paying office.

(b) Invoices submitted for payment, which do not contain contract line item number (CLIN) or sub-line item number (SLIN)) and the accounting classification reference number (ACRN) information, will be returned for correction.

(c) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

(d) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

(e) Informational SLINs, e.g. 000101, are as follows:

SLIN	ACRN	Amount Obligated

**TO BE COMPLETED AT THE TASK ORDER LEVEL**

## CLAUSES INCORPORATED BY FULL TEXT

## 5152.232-5008 PAYMENT OF FIXED FEE (PEO-STRI) (SEP 2006)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than *[insert bi-weekly or monthly]* based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the *[insert "net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled "Level of Effort" or the dollars per hour (based on the fixed fee divided by the level of effort in hours)" if a level of effort contract; or "related provisional payment on account of allowable cost is to the total estimated cost of the contract or order" if a completion contract]*. Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee".

**TO BE SPECIFIED ON INDIVIDUAL TASK ORDERS.**

(b) In the event of termination of the work in accordance with the FAR Clause 52.232-22, "Limitation of Funds", the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

(c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.

(d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order there under.

## CLAUSES INCORPORATED BY FULL TEXT

## 5152.232-5009 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (PEO-STRI) (SEP 2006)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

## CLAUSES INCORPORATED BY FULL TEXT

5152.232-5011 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS) (PEO-STRI) (SEP 2008)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>.

(2) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF: **TO BE SPECIFIED ON INDIVIDUAL TASK ORDERS.**

<b>Invoice as 2-in-1 (FP Services Only – No DD250 Required)</b>	
Pay DoDAAC	
IssueBy DoDAAC	W900KK
Admin DoDAAC	
InspectBy DoDAAC	
Service Acceptor	
<b>Invoice Only</b>	
Pay DoDAAC	
IssueBy DoDAAC	W900KK
Admin DoDAAC	
Ship To Code	
<b>Receiving Report (DD 250) Destination Inspection / Destination Acceptance Inspect and Accept at place of destination Invoice and Receiving Report (Combo) - Destination Inspection / Destination Acceptance</b>	
Pay DoDAAC	
IssueBy DoDAAC	W900KK
Admin DoDAAC	
InspectBy DoDAAC	
Ship To Code	
<b>Receiving Report (DD 250) Source Inspection / Source Acceptance Inspection and Acceptance takes place at contractor's plant Invoice and Receiving Report (Combo) - Source Inspection / Source Acceptance</b>	
Pay DoDAAC	
IssueBy DoDAAC	W900KK
Admin DoDAAC	
InspectBy DoDAAC	
Ship To Code	
<b>Receiving Report (DD 250) Source Inspection / Destination Acceptance Inspection at contractor's plant with Acceptance at destination Invoice and Receiving Report (Combo) - Source Inspection / Destination Acceptance</b>	
Pay DoDAAC	
IssueBy DoDAAC	W900KK
Admin DoDAAC	
InspectBy DoDAAC	
Ship To Code	

<b>Receiving Report (DD 250) Other Inspection / Other Acceptance</b> <b>Inspection and Acceptance takes place at location other than valid Ship To Code</b> <b>Invoice and Receiving Report (Combo) - Other Inspection / Other Acceptance</b>	
Pay DoDAAC	
IssueBy DoDAAC	W900KK
Admin DoDAAC	
InspectBy DoDAAC	
Ship To Code	
Acceptor at Other DoDAAC	
<b>Cost Voucher (T&amp;M – LH – Cost)</b>	
Pay DoDAAC	
IssueBy DoDAAC	W900KK
Admin DoDAAC	
DCAA Auditor DoDAAC	
Service Approver	
<b>Performance Based Payment</b>	
Pay DoDAAC	
IssueBy DoDAAC	W900KK
Admin DoDAAC	
InspectBy DoDAAC	
Contracting Officer	
<b>Progress Payment</b>	
Pay DoDAAC	
IssueBy DoDAAC	W900KK
Admin DoDAAC	
InspectBy DoDAAC	
Contracting Officer	

(c) The contractor shall submit invoices / cost vouchers for payment per contract terms.

(d) The Government shall process invoices / cost vouchers for payment per contract terms.

(e) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact: **TO BE SPECIFIED ON INDIVIDUAL TASK ORDERS. ADDITIONAL BILLING INSTRUCTIONS WILL BE SPECIFIED ON INDIVIDUAL TASK ORDERS AS REQUIRED.**

Name	Email	Phone	Job Title
(b) (6)			Contracting Officer's Representative (COR)
(b) (6)			Contracting Officer

## CLAUSES INCORPORATED BY FULL TEXT

## 5152.232-5015 ALLOTMENT OF FUNDS (PEO-STRI) (SEP 2006)

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "FIXED FEE", are as follows:

ITEM(S)	ALLOTED TO FIXED FEE
[insert CLIN]	\$(insert dollar amount)

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "LIMITATION OF FUNDS" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

ITEM(S)	ALLOTED TO COST	PERIOD OF PERFORMANCE
[insert CLIN]	\$(insert dollar amount)	[insert period]

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

TO BE SPECIFIED ON INDIVIDUAL TASK ORDERS.

## 5152.242-5002 CONTRACT ADMINISTRATION DATA (PEO-STRI) (SEP 2006)

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to: See Block 6 on SF26.

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: [to be completed at delivery/task order level as applicable].

(3) The Accounting Classification Reference Numbers (ACRN) assigned by the Procuring Contract Office shall be used in applicable contract modifications or orders or modifications thereto issued by the cognizant contract administration office. If no ACRN is assigned by Procuring Contract Office, the contract administration office may assign a two-position ACRN that can be either alpha-numeric (A1 through B9 and continuing, if necessary through Z9, excluding the letters "I" and "O") or alpha (AA through ZZ, excluding the letters "I" and "O"), (see DFARS 204.7101).

(b) Inquiries regarding payment should be referred to the DFAS MyInvoice at <https://myinvoice.csd.disa.mil/index.html>. Payment information can be traced using the contract number, check number, CAGE code, DUNS number, or invoice number. The information is available for 90 days after payment is made.

## 5152.242-5003 FUNDING TO BE PROVIDED ON TASK ORDERS (PEO-STRI) (SEP 2006)

All funding for this contract will be provided on the individual task orders. Task order 0001 issued concurrent to award of this contract meets the Government's minimum requirement.

5152.243-5000 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (PEO-STRI) (SEP 2006)

(a) Except as specified in paragraph (b) below, 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 of this contract.

(b) 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 a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. 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 charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

(b) (6)

Contracting Officer  
12350 Research Parkway  
Orlando, Fl 32826-3276  
Tel (b) (6)

(b) (6)

## Section H - Special Contract Requirements

### H.1 DELIVERY/TASK ORDER TYPES

The following types of delivery/task orders may be issued under this contract:

Firm Fixed Price (FFP)  
Cost Plus Fixed Fee (CPFF)  
Time and Material (T&M)

(1) Firm fixed price delivery/task orders may be issued when the scope of effort is sufficiently defined to allow technical and cost risks to be predicted with reasonable certainty. Under this contract type, the Contractor shall be required to submit a firm fixed price proposal for accomplishing the total effort inclusive of all labor, material and travel costs, as appropriate. The contractor shall be required to deliver the specified product within the specified time and FFP amount.

(2) Cost Plus Fixed Fee delivery/task orders may be issued when it is not possible to precisely define the magnitude of the effort required to accomplish the stated effort. The estimated cost for a CPFF delivery/task order shall be based on the contractor's actual labor rates and material costs, with the applicable overhead, G&A, and fixed fee. The delivery/task order amount will be expressed as a total Cost Plus Fixed Fee.

(3) Time and Material delivery/task orders may be issued when it is not possible at the time of placing the delivery/task order to estimate accurately the extent or duration of the work or to anticipate costs with any reasonable degree of confidence. Under this contract type, the Contractor shall be required to submit an estimated Not-To-Exceed price based on direct labor hours using the appropriate labor rates established in the Section J, Attachment 1, or as requested by the Contracting Officer. The resulting negotiated estimated amount including material, material-handling fees, if appropriate, and travel costs, as necessary, represents the Total Estimated Not-To-Exceed Ceiling price of the order. The ceiling price may not be exceeded unless the Contracting Officer issues a modification to the task order.

The determination regarding which type of delivery/task order to be awarded shall be at the discretion of the Contracting Officer.

### H.2 GOVERNMENT FURNISH PROPERTY (GFP)

(1) The Electronic Consulting Services, Inc (ECS) will have right of use of all Government Furnish Property that is provided on the contract on a rent free basis.

(2) The Government Property shall be used only in the performance of contract W900KK-09-D-0006.

(3) The Contractor shall be accountable and responsible for the Government Furnished Property provided under this Contract.

(4) Not with standing in the liability provision contained in the clause at 52.245-1(f) (vi) (A), the contractor assumes responsibility and liability for any loss, damage, theft or destruction of Government Property.

(5) The Contract price does not include any amount for replacement for which Electronic Consulting Services, Inc (ECS) is responsible. Replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(6) The Government shall retain title to all Government Furnish Property in accordance with FAR 52.245-1(e) (1), Title to Government Property.

(7) The Government Furnish Property provided on this contract shall be administered through the following Defense Contract Management Administration (DCMA) office:

DCMA OFFICE

POC: (b) (6)  
10500 Battleview Parkway, Suite 200  
Manassas, VA 20109

(b) (6)  
[Redacted]

CLAUSES INCORPORATED BY REFERENCE

252.225-7040 Contractor Personnel Authorized to Accompany U.S. Armed JUL 2009  
Forces Deployed Outside the United States

CLAUSES INCORPORATED BY FULL TEXT

**952.222-0001 – PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS**

JCC-I/A CLAUSE 952.222-0001 PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (MAR 2009)

(a) All contractors (“contractors” refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person’s liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee’s native language that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor’s written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government’s Quality Assurance process.

(6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End)

CLAUSES INCORPORATED BY FULL TEXT

**952.223-0001 – REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS**

JCC-I/A CLAUSE 952.223-0001 REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (MAR 2009)

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur. Report the following information:

- Contract Number
- Contract Description & Location
- Company Name
- Reporting party:

  - Name
  - Phone number
  - e-mail address

- Victim:

  - Name
  - Gender (Male/Female)
  - Age
  - Nationality
  - Country of permanent residence

Incident:  
 Description  
 Location  
 Date and time  
 Other Pertinent Information

(END)

CLAUSES INCORPORATED BY FULL TEXT

**952.225-0001 – ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION**

JCC-I/A CLAUSE 952.225-0001 ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (MAR 2009)

**General.** Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, Multi-National Force Commander and Multi-National Corps Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

DODI 3020.41, *Program Management for Acquisition and Operational Contract Support in Contingency Operations*;

DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*;

Class Deviation 2007-O0010, *Contractor Personnel in the United States Central Command Area of Responsibility CPA Order #17, Registration Requirements for Private Security Companies*, dated 27 Jun 04;

U.S. CENTCOM Policy Letter, Mod 1, *Personal Protection and Contract Security Service Arming*, dated 7 Nov 2006

**Required Government Documentation.** The unit requesting the contractor security shall provide a description of the following to the arming approval authority and to the contracting officer:

The specific location where the PSC will operate;

The persons and/or property that require protection;

The anticipated threat;

The required weapon types; and

The reason current security/police forces are inadequate.

**Required Contractor Documentation.** Contractors and their subcontractors at all tiers that require arming approval shall provide the following to the contracting officer representative (COR):

Documentation that each employee who will be armed under the contract received the following training—

Weapons Qualification/Familiarization. All employees must meet the qualification requirements established by any DoD or other U.S. government agency Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and Distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.

Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.

One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior;

One (1) copy of an operating license (or a temporary operating license) from the Ministry of Interior;

A communications plan that, at a minimum, sets forth the following:

The contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed;

How relevant threat information will be shared between contractor security personnel and U.S. military forces; and

How the contractor will coordinate transportation with appropriate military authorities.

An acceptable plan for accomplishing background checks on all contractor and subcontractor employees who will be armed under the contract. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan and which will be documented and furnished to the COR upon completion):

Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available;

Verify with MNC-I or Afghanistan RCE – CG Provost Marshal that no employee has been barred by any commander within Iraq or Afghanistan; and

Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.

***Required Contractor Acknowledgements.*** Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the COR:

**Penalties for Non-Compliance.** Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

**Criminal and Civil Liability.** Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to U.S. and Host Nation prosecution and civil liability. "Host Nation" refers to the nation or nations where services under this contract are performed.

**Lapses in Training.** Failure to successfully retrain an employee who is armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the contractor and will remain unarmed until such time as they are retrained and the COR determines that the retraining is sufficient.

***Authorized Weapon & Ammunition Types.*** Unless DCDRUSCENTCOM (or a designee) provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government approved weapons and ammunition. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).

The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

U.S. government Ball ammunition is the standard approved ammunition.

***Requirements for Individual Weapons Possession.*** All employees of the contractor and its subcontractors at all tiers who are armed under this contract must:

Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (c);  
Carry weapons only when on duty or at a specific post;  
Not conceal any weapons, unless specifically authorized;  
Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer; and  
IAW USCENTCOM G.O. #1, consumption of alcohol in Iraq or Afghanistan is prohibited.  
In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period where they will be armed.

***Weapons/Equipment Restrictions and Responsibilities.*** Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

***Rules for the Use of Force (RUF).*** In addition to the RUF and ROE training referenced in paragraph (c), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

- Taking a direct part in hostilities or combat actions, other than to exercise self-defense;
- Failing to cooperate with Coalition and Host Nation forces;
- Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm;
- Failing to use a graduated force approach;
- Failing to treat the local civilians with humanity or respect; and
- Detaining local civilians, other than in self-defense or as reflected in the contract terms.

***Retention and Review of Records.*** The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

***Contractor Vehicles.*** Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

***Quarterly Reporting.*** The prime contractor will report quarterly (i.e. NLT 1 January, 1 April, 1 July and 1 October for each quarter of the calendar year) to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer, the following information under this contract: The total number of armed civilians and contractors; The names and contact information of its subcontractors at all tiers; and A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: this information is in addition to the information the contractor promises to immediately provide under the communications plan referenced at paragraph (c)(5).

(END)

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**952.225-0002 – ARMED PERSONNEL INCIDENT REPORTS**

JCC-I/A CLAUSE 952.225-0002 ARMED PERSONNEL INCIDENT REPORTS (MAR 2009)

(a) All contractors and subcontractors in the Multi-National Forces-Iraq (MNF-I) or Combined Joint Task Force (Afghanistan) theater of operations shall comply with and shall ensure that their personnel supporting MNF-I or CJTF forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective MNF-I or CJTF Commanders relating to force protection and safety.

(b) **IRAQ:** Contractors shall provide all incidents and use of weapons firing incidents to the MNC-I Contractor Operations Cell (CONOC) as soon as practical, based upon the situation, and submit a written report to CONOC within 4 hours. The initial report shall include the name of the company, location of the incident, time when the incident occurred, a brief description of the events leading up to the incident, and a company point of contact. A follow-up, comprehensive written report shall be provided to the CONOC within 96 hours of the incident. Reports shall be submitted to CONOC at: mncic3conoc@iraq.centcom.mil, DSN 318-435-2369; Iraqna 0044 203 286 9851 or 0044 203 239 5894; or Skype: MNCICONOC.

(c) **AFGHANISTAN:** Contractors shall report all incidents and use of weapons through their Contracting Officers who will notify the JOC Watch at Bagram AB. (JOC SHIFT DIRECTOR, DSN: 318-431-4116; SVOIP: 431-7108) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The JOC Watch duty officer will issue guidance for further reporting requirements.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/JOC Watch.

(END)

**952.225-0003 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS**

JCC-I/A CLAUSE 952.225-0003 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (MAR 2009)

(1) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(2) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protectives and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic

coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI  $\geq$  40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiologic control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 8 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(3) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

**(4) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.**

(5) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. In accordance with OUSD(C) Memorandum dated 4 June 2008, the following reimbursement rates will be charged for services at all DoD deployed medical facilities. These rates are in effect until changed by DoD direction.

(a) Inpatient daily rate: \$2,041.00. Date of discharge is not billed unless the patient is admitted to the hospital and discharged the same day.

(b) Outpatient visit rate: \$195.00. This includes diagnostic imaging, laboratory, pathology, and pharmacy provided at the medical facility.

(END)

## **952.225-0004 – COMPLIANCE WITH LAWS AND REGULATIONS**

JCC-I/A CLAUSE 952.225-0004 COMPLIANCE WITH LAWS AND REGULATIONS (MAR 2009)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited

to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in the USCENTCOM Area of Operations (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al) (UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(End)

## **952.225-0005 – MONTHLY CONTRACTOR CENSUS REPORTING**

### **JCC-I/A CLAUSE 952.225-0005 MONTHLY CONTRACTOR CENSUS REPORTING (MAR 2009)**

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).

- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2007-O0010.

(END)

**952.225-0006 – CONTRACT DELIVERY REQUIREMENTS**

JCC-I/A CLAUSE 952.225-0006 CONTRACT DELIVERY REQUIREMENTS (MAR 2009)

- (a) REQUIRED DELIVERY DATE:
- (b) CONTRACTOR DELIVERY LOCATION:
- (c) POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE:  
Name:  
Phone No.: email:
- (d) FINAL DELIVERY DESTINATION:
- (e) POINT-OF-CONTACT AT FINAL DESTINATION:  
Name:  
Phone No.: email:
- (f) REQUIRING ACTIVITY:

(End)

**952.225-0009 – MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES**

JCC-I/A CLAUSE 952.225-0009 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES (MAR 2009)

- (a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National, and U.S. employees, working on military have been screened for and do not currently have active tuberculosis (TB).
  - (1) Contractors may utilize a testing method of either a chest x-ray or TB skin test (TST).
    - (i) Chest x-rays shall be taken and TBTs administered within 90 days prior to the start of employment.
    - (ii) Screening may be performed either by a licensed medical provider from the local economy or by contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening documentation will be required by the responsible Base Defense Operations Center (BDOC) prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working with food or water production and distribution shall have current Typhoid and Hepatitis “A” (full series) vaccinations, in addition to the TB tests required above.

(1) At least the first inoculation in the Hepatitis “A” series must be given prior to the start of employment, with continuation and completion of the inoculation series. The Typhoid inoculation must be completed within two years prior to the date of employment in the food and water service capacity.

(i) Once the complete Hepatitis “A” vaccination series is completed, it does not have to be repeated. The Typhoid vaccination requires a booster immunization every three years. (ii) Proof of individual employee vaccinations shall be provided to the Contracting Officer and maintained by the Contractor for examination by the Contracting Officer.

(END)

#### **952.225-0010 – CONTRACTOR EMPLOYEE LEGAL REQUIREMENTS**

JCC-I/A CLAUSE 952.225-0010 CONTRACTOR EMPLOYEE LEGAL REQUIREMENTS (MAR 2009)

(a) The contractor shall not employ, nor allow a subcontractor to employ, any person that has ever been convicted, in any U.S. court, including a court-martial, of any crime against an Iraqi and/or an Afghan national, regardless of the place at which the crime occurred.

(b) For the purpose of this clause, “crime” is defined as: “a violation of a law in which there is injury to the public or a member of the public and a term in jail or prison, and/or a fine as possible penalties.” Further, the crime must be an offense that could be classified as a Class B misdemeanor, or any higher class up to a Class A felony, as referenced at 18 USC §3559.

(c) Contractors shall exercise effective screening processes to ensure that individuals not conforming to this standard are identified and prohibited from, or removed from (if already employed) working under this contract.

(d) Contractor employees discovered to have one of more prior convictions as described above shall be removed from the contract at the contractor’s expense.

(e) Failure to adhere to the requirements of this clause could result in a termination for cause or termination for default, in accordance with the terms and conditions of this contract.

(End)

#### **952.236-0001 – ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS**

JCC-I/A CLAUSE 952.236-0001 ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS (MAR 2009)

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:

- (1) "the minimum requirements of United States" National Fire Protection Association (NFPA) 70,
- (2) National Electrical Code (NEC),
- (3) the American National Standards Institute (ANSI) C2, and
- (4) the United States' National Electrical Safety Code (NESC).

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The following internet links provide access to some of these standards:

UFC: [http://65.204.17.188/report/doc\\_ufc.html](http://65.204.17.188/report/doc_ufc.html)

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(END)

5152.204-5002 CONTRACTOR MANPOWER REPORTING APPLICATION (CMRA) (PEO\_STRI) (NOV 2006)

The Contractor Manpower Reporting Application (CMRA) is a business process for collecting information on contracts that provide services to the Department of the Army. The contractor and all subcontractors are required to create an account and input data for all services performed under this contract within CMRA, to include all delivery/task orders issued against this contract. This input is required to be accomplished on a Government fiscal year basis (1<sup>st</sup> of October through 30<sup>th</sup> of September). All contractor/subcontractor input will be accomplished between the 1<sup>st</sup> and the 15<sup>th</sup> of October of each year for the previous year or upon completion of performance, whichever is earliest. More information can be found within the User Guides tab at <https://cmra.army.mil/>.

Contract number and contractor identity will be treated as proprietary information when they are associated with the direct labor hours and direct labor dollars. At no time will any data be released to the public, with the contractor name and contract number associated with the data.

5152.209-5003 ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES) (PEO-STRI) (SEP 2006)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to task orders for suppliers and/or equipment awarded under any PEO STRI Contract..

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Non-developmental items" as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

(6) "Consultant services" as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

[ X ] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems

engineering and/or technical direction or other services performed under this contract for a period of 1 year after the date of completion of the contract. (FAR 9.505-1(a))

[ X ] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering nondevelopmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems or their subsystems extends for a period of 1 year after the terms of this contract. (FAR 9.505-2(a)(1))

[ X ] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 1 year after the terms of this contract. (FAR 9.505-2(a)(1))

[ X ] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

[ X ] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

[ X ] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 1 year after completion of work under this contract. The provisions of this clause shall not apply to any system,

subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[ X ] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

5152.210-5000 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (PEO-STRI) (SEP 2006)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page.

5152.211-5002 GOVERNMENT INSTALLATION WORK SCHEDULE (PEO-STRI) (SEP 2006)

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

#### CLAUSES INCORPORATED BY FULL TEXT

##### 5152.216-5000 UNILATERAL UNPRICED DELIVERY/TASK ORDERS (PEO STRI) (SEP 2006)

(a) When the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the PCO may issue a unilateral unpriced order requiring the contractor to provide the supplies or services specified.

(b) The unilateral unpriced order shall specify the ceiling price and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the PCO receives written notification from the contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The contractor shall submit its cost proposal within thirty (30) days after receipt of the order. The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the PCO shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(d) If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the PCO will issue a modification to the unilateral unpriced order which establishes the Government's total estimated cost for the order. This estimate will remain in effect until a final price is established in a bilateral modification to the order. However, nothing shall excuse the Contractor from proceeding with the performance of the order while any resulting dispute is being settled.

(e) Failure to arrive at an agreement shall be handled as a dispute in accordance with the Disputes clause of this contract.

(f) The Contractor shall honor any order issued under this provision unless written notification is made within 48 hours of issuance of the Unilateral Unpriced Order which provides specific reasons why the order cannot be honored, and why there is no possibility of performance. Upon receiving the notice, the Government may acquire the supplies or services from another source and require the contractor to provide any technical information required for performance.

#### CLAUSES INCORPORATED BY FULL TEXT

##### 5152.216-5002 ORAL ORDERS (INDEFINITE DELIVERY CONTRACTS) (PEO STRI) (SEP 2006)

Upon determination that funds are available, oral orders may be placed providing the following are complied with:

(a) No oral order shall exceed \$500,000.00 or such lesser amount as may be specified elsewhere in the schedule of this contract.

(b) The contractor shall furnish with each shipment a delivery ticket, showing: contract number, order number under the contract; date order was placed, name and title of person placing the order; an itemized listing of supplies or services furnished; unit price and extension of each item; and, delivery or performance date.

(c) Invoices for supplies or services furnished in response to oral orders shall be accompanied with proof of delivery or receipt.

(d) The ordering activity shall designate in writing the names of individuals authorized to place oral orders and shall furnish a copy thereof to the contractor.

(e) Written confirmation of oral orders shall be issued as a means of documenting the oral order within seven calendar days or oral orders shall be confirmed twice a month, in writing, when more than one (1) oral order is consolidated for a single confirmation.

#### CLAUSES INCORPORATED BY FULL TEXT

##### **5152.225-5001 CONTRACTOR PERSONNEL ACCOMPANYING THE FORCE WITH PERFORMANCE IN THE USCENTCOM AOR (PEO-STRI (APR 2009))**

Persons convicted by a U.S. court for a crime against host country nationals shall not be employed by prime contractors or subcontractors to perform work within the United States Central Command (USCENTCOM) Area Of Responsibility (AOR).

This clause only applies to the following USCENTCOM AOR: Afghanistan, Bahrain, Egypt, Iran, Iraq, Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Lebanon, Oman, Pakistan, Qatar, Saudi Arabia, Syria, Tajikistan, United Arab Emirates, Uzbekistan, and Yemen.

#### CLAUSES INCORPORATED BY FULL TEXT

##### **5152.227-5005 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (PEO-STRI) (SEP 2006)**

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee nor agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

#### CLAUSES INCORPORATED BY FULL TEXT

##### 5152.228-5001 LIABILITY INSURANCE (PEO-STRI) (SEP 2006)

The following types of insurance are required in accordance with the clause entitled, FAR 52.228-5, "Insurance--Work on a Government Installation" and shall be maintained in the minimum amounts shown:

- (a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

#### CLAUSES INCORPORATED BY FULL TEXT

##### 5152.232-5006 LIMITATION OF FUNDS - TIME AND MATERIAL AND LABOR-HOUR CONTRACTS (PEO-STRI) (SEP 2006)

- (a) The parties estimate that performance of this contract will not cost the Government more than the ceiling price specified in the Schedule or on the individual Task Order. The contractor agrees to use its best effort to perform the work specified in the Schedule or Task Orders, and all obligations under this contract, within the ceiling price.
- (b) The Schedule or individual Task Orders specify the amounts presently available for payment by the Government and allotted to the contract or individual Task Orders, the items covered, and the period of performance it is estimated the allotted amounts will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract or individual Task Orders up to the full ceiling price. The contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract and individual Task Orders approximates, but does not exceed, the total amount actually allotted by the Government to the contract.
- (c) The contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under the contract or an individual Task Order in the next sixty (60) days, when added to all costs previously incurred, will exceed seventy-five (75%) percent of the total amount so far allotted to the contract or Task Order by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule or Task Order.
- (d) Sixty (60) days before the end of the period specified in the Schedule or individual Task Order, the contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any,

required to continue timely performance under the contract or for any further period specified in the Schedule or Task Order, or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or individual Task Order, or another agreed upon date, upon the contractor's written request the Contracting Officer will terminate the contract or individual Task Order on that date, in accordance with the provisions of the Termination clause of this contract. If the contractor estimates that the funds available will allow it to continued to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate the contract or individual Task Order on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception of this clause -

(1) The Government is not obligated to reimburse the contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The contractor is not obligated to continue performance under this contract or individual Task Orders (including actions under the Termination clause of this contract), or otherwise incur costs in excess of the amount then allotted to the contract or Task Order by the Government, until a modification is executed increasing the amount allotted by the Government to the contract or Task Order.

(g) The ceiling price shall be increased in accordance with the provisions of FAR clause 52.232-7, "Payments Under Time-and-Materials and Labor-Hour Contracts".

(h) No notice, communication, or representation in any form other than specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the government to this contract or an individual Task Order. In the absence of the specified notice, the Government is not obligated to reimburse the contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent the amount allotted by the Government to the contract or an individual Task Order is increased, any costs the contractor incurs before the increase that are in excess of the amount previously allotted by the Government shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule or individual Task Order, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract or an individual Task Order.

#### CLAUSES INCORPORATED BY FULL TEXT

##### 5152.232-5007 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (PEO-STRI) (SEP 2008)

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General

Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

#### CLAUSES INCORPORATED BY FULL TEXT

##### 5152.232-5012 ALLOTMENT OF FUNDS - INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (PEO-STRI) (SEP 2006)

For the purposes of paragraph (b) of the "Limitation of Funds" clause of this contract-

(a) the amount available for payment and allotted to this incrementally funded contract is \$(if contract, enter dollar amount; if solicitation, state "to be determined");

(b) the items covered by such amount are Item(s) [insert CLINs]; and

(c) the period of performance for which it is estimated the allotted amount will cover is [insert the period of performance (calendar date)]. **TO BE SPECIFIED ON INDIVIDUAL TASK ORDERS**

#### CLAUSES INCORPORATED BY FULL TEXT

##### 5152.232-5013 ADDITIONAL INSTRUCTIONS FOR SUBMISSION OF INVOICES (PEO-STRI) (SEP 2006)

Within sixty (60) days of the completion of work called for under each delivery/task order issued under this contract, the contractor shall submit a final invoice for actual hours incurred by labor category for performance of work ordered; and actual costs incurred for ODCs and travel (G&A inclusive) in performance of the work ordered, to the PCO, cognizant audit and contract administration offices. This contract has been awarded with a fixed G&A rate not subject to redetermination for contract closeout purposes. The G&A rate applied to other direct costs and travel for this contract is [insert percentage].

TO BE COMPLETED AT CONTRACT AWARD

#### CLAUSES INCORPORATED BY FULL TEXT

##### 5152.237-5000 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (PEO-STRI) (SEP 2006)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and verified, and

who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that during the term of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least ten (10) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

Applicable to task orders with key personnel requirements.

#### REPUBLIC OF KOREA

#### **INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. – REPUBLIC OR KOREA (ROK)**

Invited Contractor (IC) or Technical Representative (TR) status under the U.S.-ROK (Republic of Korea) Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the "publications" tab on the US Forces Korea homepage <http://www.usfk.mil>

a. Definitions. As used in this clause –

“US – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

“United States Forces Korea” (USFK) means the subordinate unified command through which US Forces would be sent to the Combined Forces Command fighting components.

“Commander, United States Forces Korea” (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer (RO)” means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

b. IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

c. The Contracting Officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the Contracting Officer of that determination.

d. Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

e. The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

f. The contractor’s direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

g. The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military

authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

h. Invited Contractor and Technical Representative agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

i. Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

Mandatory Training. Government Personnel and Invited Contractors coming into Korea must complete annual training prior to travel. SOFA accreditation will not be granted until training has been completed and verified by RO. An AKO account is necessary to access the training. Follow the link to USFK web page (<http://www.usfk.mil/USFK/index.html>)

j. Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

k. Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon

- (1) Completion or termination of the contract.
- (2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.
- (3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

l. It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstances shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

m. Support

- (1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.
- (2) (i) All contractor personnel engaged in the theater of operations are authorized 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 or emergency dental 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 theater of operations under this contract.

(n) Compliance with laws regulations. The contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable -

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, contractor personnel shall possess the required licenses to operate all vehicles and equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads, and must have a USFK driver's license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver's license or a valid international driver's license then obtain a USFK driver's license.

(p) Evacuation

- (1) If the COMUSK orders a non-mandatory or 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) Non-combatant Evacuation Operations (NEO).
  - (i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.
  - (ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) 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 missing, captured, or abducted.
- (2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.
- (3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary Affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
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
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	OCT 2008
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.212-4 Alt I	Contract Terms and Conditions--Commercial Items (Oct 2008)	OCT 2008
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
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.216-22	Indefinite Quantity	OCT 1995
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50 Alt I	Combating Trafficking in Persons (Aug 2007) Alternate I	AUG 2007
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-15	Energy Efficiency in Energy-Consuming Products	DEC 2007
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
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
52.227-9	Refund Of Royalties	APR 1984
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
52.227-11	Patent Rights--Ownership By The Contractor	DEC 2007

52.227-14	Rights in Data--General	DEC 2007
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2008
52.232-1	Payments	APR 1984
52.232-7	Payments Under Time-And-Materials And Labor Hour Contracts	FEB 2007
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2008
52.232-18	Availability Of Funds	APR 1984
52.232-19	Availability Of Funds For The Next Fiscal Year	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
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
52.242-1	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
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-2	Subcontracts	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	JUN 2007
52.245-1 Alt I	Government Property (Jun 2007) Alternate I	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-20	Warranty Of Services	MAY 2001
52.248-1 Alt III	Value Engineering (Feb 2000) - Alternate III	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed- Price)	MAY 2004
52.249-6 Alt V	Termination (Cost Reimbursement) (May 2004) - Alternate V	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.252-6	Authorized Deviations In Clauses	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
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
252.205-7000	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

252.212-7001 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items (Deviation)	JAN 2009
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7042	Authorization to Perform	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
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
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7033	Rights in Shop Drawings	APR 1966
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
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
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	DEC 1991
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2009) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) Reserved.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009). (Not applicable until September 8, 2009.)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(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 the date of contract award through the dates specified in Section F., as applicable.

(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 \$25,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$10,000,000.00;

(2) Any order for a combination of items in excess of \$270,570,046.00; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 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)

#### 52.217-8 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 30 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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months plus any other options listed in the contract.

(End of clause)

#### 52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share.

The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a

percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(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)

#### 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY (NOV 2008)

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

2D data matrix symbol means the 2-dimensional Data Matrix ECC 200 as specified by International Standards Organization/International Electrotechnical Commission (ISO/IEC) Standard 16022: Information Technology--International Symbology Specification--Data Matrix.

Acquisition cost, for Government-furnished equipment, means the amount identified in the contract, or in the absence of such identification, the item's fair market value.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; e.g., the enterprise identifier along with the contractor's property internal identification, i.e., tag number is recognized as the serial number; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished equipment means an item of special tooling, special test equipment, or equipment, in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor (including subcontractors and alternate locations) for the performance of a contract.

Item means equipment, special tooling, or special test equipment, to include such equipment, special tooling, or special test equipment that is designated as serially managed, mission essential, sensitive, or controlled inventory (if previously identified as such in accordance with the terms and conditions of the contract).

Item unique identification (IUID) means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

IUID Registry means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, or special test equipment.

Reparable means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

Sensitive item means an item potentially dangerous to public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Serially managed item means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

Special test equipment means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in performing a contract. It consists of items or assemblies of equipment including foundations and similar improvements necessary for installing special test equipment, and standard or general purpose items or components that are interconnected and interdependent so as to become a new functional entity for special testing purposes. Special test equipment does not include material, special tooling, real property, or equipment items used for general testing purposes, or property that with relatively minor expense can be made suitable for general purpose use.

Special tooling means jigs, dies, fixtures, molds, patterns, taps, gauges, and all components of these items, including foundations and similar improvements necessary for installing special tooling, and which are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or to the performance of particular services. Special tooling does not include material, special test equipment, real property, equipment, machine tools, or similar capital items.

Unique item identifier (UII) means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

Virtual UII means the UII data elements assigned to an item that is not marked with a DoD compliant 2D data matrix symbol, e.g., enterprise identifier, part number, and serial number; or the enterprise identifier along with the Contractor's property internal identification, i.e., tag number.

(b) Requirement for item unique identification of Government-furnished equipment. Except as provided in paragraph (c) of this clause--

(1) Contractor accountability and management of Government-furnished equipment shall be performed at the item level; and

(2) Unless provided by the Government, the Contractor shall establish a virtual UII or a DoD recognized unique identification for items that are--

- (i) Valued at \$5,000 or more in unit acquisition cost; or
- (ii) Valued at less than \$5,000 in unit acquisition cost and are serially managed, mission essential, sensitive, or controlled inventory, as identified in accordance with the terms and conditions of the contract.
- (c) Exceptions. Paragraph (b) of this clause does not apply to--
  - (1) Government-furnished material;
  - (2) Repairables;
  - (3) Contractor-acquired property;
  - (4) Property under any statutory leasing authority;
  - (5) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;
  - (6) Intellectual property or software; or
  - (7) Real property.
- (d) Procedures for establishing UIIs. To permit reporting of virtual UIIs to the DoD IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii) of the Government Property clause of this contract (FAR 52.245-1):
  - (1) Parent UII.
  - (2) Concatenated UII.
  - (3) Received/Sent (shipped) date.
  - (4) Status code.
  - (5) Current part number (if different from the original part number).
  - (6) Current part number effective date.
  - (7) Category code ("E" for equipment).
  - (8) Contract number.
  - (9) Commercial and Government Entity (CAGE) code.
  - (10) Mark record.
    - (i) Bagged or tagged code (for items too small to individually tag or mark).
    - (ii) Contents (the type of information recorded on the item, e.g., item internal control number).
    - (iii) Effective date (date the mark is applied).

(iv) Added or removed code/flag.

(v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).

(vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.

(vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.

(viii) Value, e.g., actual text or data string that is recorded in its human readable form.

(ix) Set (used to group marks when multiple sets exist); for the purpose of this clause, this defaults to ``one (1)".

(e) Procedures for updating the DoD IUID Registry. The Contractor shall update the DoD IUID Registry at <https://www.bpn.gov/iuid> for changes in status, mark, custody, or disposition of items--

(1) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;

(2) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;

(3) Disposed of; or

(4) Transferred to a follow-on or other contract.

(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 PGI 225.7403-1.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

**TO BE SPECIFIED ON INDIVIDUAL TASK ORDERS**

(a) Contract line item(s) \_\_\_\_\_ through \_\_\_\_\_ are incrementally funded. For these item(s), the sum of \$\_\_\_\_\_ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least thirty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$--

(month) (day), (year) \$---

(month) (day), (year) \$---

(month) (day), (year) \$---

(End of clause)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV 2004)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall --

- (1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;
- (2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;
- (3) Order only those items required in the performance of Government contracts; and
- (4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address (include point of contact and telephone number) :

(End of clause)

#### 5152.204-5001 REQUIREMENTS FOR LOCAL SECURITY SYSTEM (PEO-STRI) (SEP 2006)

The contractor agrees to provide locator information regarding all employees requiring a permanent badge for authorized entrance to the PEO STRI. Entrance is authorized by this contract as a result of tasks associated with performance of the Section C – Descriptions and Specifications. Initial information shall be provided as each individual is assigned to this contract by using the Locator Form provided as an attachment to this contract. Thereafter, quarterly reports (due at the beginning of each quarter by the fifth day of the month) will be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each quarterly report for any questions/additional information needed by the Government recipient. The quarterly reports are to be addressed to the Contracting Officer's Representative. All losses are to have the permanent badges returned to the Contracting Officer's Representative on the last day of the individual's task requirement.

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

## Exhibit/Attachment Table of Contents

<b>DOCUMENT TYPE</b>	<b>DESCRIPTION</b>	<b>PAGES</b>	<b>DATE</b>
Exhibit A	DDForm 1423, Contract Data Requirements List	05 Pages	13 Aug 08
Exhibit B	DD Form 1664, Data Item Descriptions	01 Page	01 Oct 93
Exhibit C	DD Form 1664, Data Item Descriptions	07 Pages	13 Mar 97
Exhibit D	DD Form 1664, Data Item Descriptions	03 Page	30 Oct 06
Exhibit E	DD Form 1664, Data Item Descriptions	02 Pages	14 Nov 06
Attachment 1	Contract Labor Ranges	05 Pages	31 July 09
Attachment 2	DD Form 254, Department of Defense Contract Security Classification Specification	06 Pages	08 Jan 08
Attachment 3	Quality Assurance Surveillance Plan (QASP)	01 Pages	20 Nov 07
Attachment 4	Labor Categories	01 Page	13 Aug 08
Attachment 5	Labor Definitions	26 Pages	13 Aug 08