1.0 GENERAL

1.1 The contractor shall provide maintenance, supply services and technical assistance to support up to ninety four (94) XM93 and M93A1 Fox Nuclear, Biological, Chemical Reconnaissance Systems (NBCRS). The vehicles will be stationed at the following sites:

1.1.1 Continental United States (CONUS): (75 NBCRS)
- (a) Ft. Stewart, GA (one platoon of 6 each NBCRS)
- (b) Ft. Carson, CO (one platoon of 6 each NBCRS)
- (c) **Ft. Leonardwood , MO**(one platoon of 8 each NBCRS)
- (d) Ft. Hood, TX (three platoons with **20** NBCRS, three locations)
- (e) Ft. Polk, LA (three platoons with 30 NBCRS, two locations)
- (f) National Training Center, Ft. Irwin, CA (2 each NBCRS)
- (g) Ordnance Center & School APG, MD (2 each NBCRS)
- (h) PM NBCDS Edgewood, MD (1 each NBCRS)

1.1.2 United States Army Europe (USAREUR): (12 NBCRS)
- (a) Kitzingen (one platoon of 6 each NBCRS)
- (b) Budingen (one platoon of 6 each NBCRS)

1.1.3 Korea: (7 NBCRS)
- (a) Camp Casey (one platoon of 7 each NBCRS)

2.0 MAINTENANCE

2.1 General

2.1.1 The contractor shall perform maintenance above unit level utilizing manufacturer's technical manuals and technical documents.

2.1.2 The supported unit will provide the necessary work space and access to applicable organic shop sets during contractor maintenance support.

2.1.3 Exclusions:

2.1.3.1 Major overhaul or any other repairs exceeding those addressed in shop manuals.

2.1.3.2 Associated Support Items of Equipment (ASIOE) that are on the NBCRS and are currently supported by the U. S. Army.

2.1.3.3 Body work.

2.1.3.4 All operator and unit level maintenance tasks identified in the Maintenance Allocation Charts (MAC) for the following series of Army manuals:

TM9-6665-342-20 NBC Suite for XM93
TM9-6665-376-20 Hull for XM93
TM9-6665-339-20 NBC Suite for M93A1
TM9-6665-377-20 Hull for M93A1

2.2 On-Site Capability

2.2.1 The contractor shall ensure avalability of all special tools and test equipment required to perform maintenance above unit level. Storage for this equipment will be provided by the supported U. S. Army unit. Maintenance above unit level is defined in the MAC for the Army manuals listed in paragraph 2.1.3.4.

2.3 Mobile Back-up Team (MBT)

2.3.1 The contractor shall establish MBTs in the Continental United States (CONUS), the Federal Republic of Germany (FRG) and Korea.

2.3.1.1 The CONUS MBT shall include **10** technicians.

2.3.1.2 The FRG MBT shall include 2 technicians.

2.3.1.3 The Korea MBT shall include 1 technician.

2.3.2 The MBT shall be capable of performing all maintenance actions identified in the manufacturer's shop manuals and technical documents and of technical assistance to the U.S. Army maintainers when required.

2.3.3 The MBT shall be on-site within 72 hours (based on 24 hour-day clock) after receipt of the request for assistance from the U.S. Army unit for all locations in CONUS and FRG. In the event that the MBT is required at two separate locations at the same time, the MBT shall provide assistance to the unit with the higher priority work requirement as determined by the contractor's logistics cell management. The MBT shall inform the unsupported unit of the expected availability of the MBT at their location. The response time for the second site shall begin upon completion of repairs at the first site.

3. SUPPLY SUPPORT

3.1 General

3.1.1 The contractor shall manage and control spare / repair parts, tools, test equipment, and consumables/ expendables provided as government furnished property.

3.2 Logistic Cell

3.2.1 The contractor shall establish a logistic cell (LC) at a CONUS location.

3.2.2 The LC shall be responsible for parts stockage, inventory control, initiating requests for needed material, and replenishment of the spare / repair parts used by the U. S. Army mechanics and the MBT as contained in the initial GFM or as authorized by the government for replenishment per paragraph 7 of this contract.

3.2.3 The LC shall replenish Prescribed Load List (PLL) components as requested by the U. S. Army unit.

3.2.4 The LC shall review requirements for stockage of spare/ repair parts of components required to perform above unit level maintenance at each U. S. Army unit location and adjust accordingly to minimize storage space requirements and maximize operational readiness.

4 TRANSPORTATION

4.1 General

4.1.1 The contractor shall be responsible for the transportation required to ensure performance of required maintenance and supply support described in this contract.

4.1.2 The contractor shall be responsible for transportation of supplies between facilities worldwide.

4.1.3 Government Bill of Lading (GBL) is authorized to support shipment of material to and from Korea.

4.2 Evacuation

4.2.1 Recovery and evacuation of NBCRS to supporting maintenance facilities will be provided by the U. S. Army unit.

4.2.2 Evacuation of any program material or system components to a specialized repair facility will be accomplished as described in para 7.3.

5.0 MONTHLY REPORTS

5.1 The contractor shall deliver a monthly report in contractor format.

5.1.1 The contractor shall maintain usage and stockage data and shall provide the management and inventory control of spare and repair parts to include any consumables/ expendables.

5.1.2 The contractor shall follow the guidance and utilize all applicable military forms in accordance with AR 725-50.

5.1.3 Shelf life requirements shall be followed on all items stocked at each location.

5.2 The monthly report shall summarize all contract actions for the reporting period. The report shall include:

5.2.1 Narrative of maintenance actions performed by the MBTs.

5.2.2 Cost data regarding purchased parts, component repairs, services, labor usage, and subcontracts.

5.2.3 Status of repairable items and long lead purchases.

5.2.4 Supply support transactions.

5.2.5 Contractor logistics support organization.

5.3 The report shall be for calendar month periods and shall be due to the Government on the 20th of the month following the reporting period.

6.0 TRAINING. The contractor shall provide technically qualified personnel at all levels of maintenance required by this contract. Any additional training of contractor personnel necessary to maintain technical expertise shall be the responsibility of the contractor. System specific training will be funded under this contract to bring technically qualified personnel up to standards necessary to operate independently at required remote locations.

7.0 FOX NBCRS SPARE / REPAIR PARTS AUTHORIZATION

7.1 Background. For the purposes of this contract, spare and repair parts shall include those Non-Developmental Item parts, assemblies and peculiar supplies required to operate and maintain the Fox NBCRS. The contractor shall coordinate the procurement of spare parts purchased under this contract to ensure that proper system configuration is maintained. The contractor shall procure the parts from the manufacturer for use under this contract.

7.2 Procurement of Spare / Repair Parts, Tools and Test Equipment.

7.2.1 The contractor shall establish and maintain an account that indicates the total funds authorized and committed to the procurement of spare / repair parts, assemblies, tools and test equipment.

7.2.2 The contractor is authorized to acquire spare / repair parts, assemblies, tools and test equipment with a unit price up to $2,000.00 without prior Government approval.

7.2.3 The contractor shall submit requests for acquisition of spare / repair parts, assemblies, tools and test equipment that cost more than $2,000.00 to the Government. Each request shall include an estimated delivery date, estimated cost, and a statement that the requested acquisition can be accomplished within the authorized funding. The contractor shall procure items estimated to cost more than $2,000.00 after the contracting officer has provided written authorization.

7.2.4 A report of shipping and packaging discrepancy is required for items procured under the authorization of paragraphs 7.2.2 and 7.2.3.

7.3 Repair of Parts, Assemblies, Tools and Test Equipment.

7.3.1 The contractor shall provide for repair of those assemblies that are determined to be economically repairable.

7.3.2 The contractor shall establish and maintain an account that indicates the total funds authorized and committed to the repair of parts, assemblies, tools and test equipment.

7.3.3 The contractor is authorized to repair parts, assemblies, tools and test equipment with a unit price up to $2,000.00 without prior Government approval.

7.3.4 The contractor shall submit requests to repair parts, assemblies, tools and test equipment with an estimated repair cost of more than $2,000.00 to the Government. Each request shall include an estimated delivery date, estimated cost, and a statement that the repairs can be accomplished within the authorized funding. The contractor shall effect repairs estimated to cost more than $2,000.00 after the contracting officer has provided written authorization.

8.0 GOVERNMENT FURNISHED PROPERTY

8.1 Accountability for this material is transferred to the contractor under provisions of the FAR. The contractor shall maintain the official property records in accordance with Part 45. Cited reports are necessary for accurate physical and fiscal accounting for material in the possession of defense contractors. The contractor shall prepare an Inventory / Utilization Data Report in contractor format. Repairable components which are removed from the NBCRS during contractor maintenance, but not reassembled to the NBCRS shall be properly identified in the Inventory / Utilization Data Report.

8.2 Disposal of Scrap Material

8.2.1 For the purposes of this contract scrap material is defined as those spare / repair parts, tools, and test equipment which are not economically repairable.

8.2.2 The contractor shall evaluate and determine if a component is economically repairable. As a general rule any item whose repair cost exceeds 60% of the cost of a new item is not considered economically repairable.

8.2.3 Material not requiring logistics cell determination for disposal. This is material that the unit (up to SMR Code PAOOO) or the MBT mechanic (up to SMR Code PAHHH) determines that it is not economically repairable. Scrap material under this classification shall be disposed through the local (unit) property disposal office.

8.2.4 Material requiring logistics cell determination for disposal. Scrap material under this classification shall be shipped for disposal to:

PM NBC Defense Systems
ATT: Amssb-PM-RNN-T (Mr. E. Zimmerman)
BLDG E-5179
Aberdeen Proving Grounds, MD 21010-5423

8.2.5 Letters documenting the adjustments to contract property shall be provided to the PCO, ACO and COTR for actions on paragraph 7.2.2 and 7.2.3.

9.0 PERIOD OF PERFORMANCE

9.1 Period of performance for this scope of work is planned for 1 February 2000 through 31 January 2001.

10. SUPPORT TO CONTINGENCIES

In the event of a declared "contingency," as provided by law or otherwise, the Government may direct the contractor to perform in support of the declared contingency. Support may be performed in the identified contingency area of operations, also known as theater of

operations, or in support of the contingency but not in the area of operations. In the event that the contractor deploys individuals into the area of operations in support of a declared contingency, the following terms and conditions will apply:

10.1.1 COMMAND and CONTROL.

10.1.2 The contractor shall ensure that all contractor employees adhere to all guidance and obey all instructions and general orders applicable to U.S. Armed Forces and Department of Defense (DOD) civilians and issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, safety and unit cohesion.

10.1.3 The contractor shall comply, and shall ensure all deployed employees and agents comply with pertinent Department of Army and Department of Defense directives, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements (e.g. Status of Forces Agreements, Host Nation Support agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The contractor shall take reasonable steps to ensure the good conduct of its employees.

10.1.4 The contracting officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

10.2 LOGISTICS SUPPORT ELEMENT

10.2.1 The contractor shall place all employees deploying to support this contract under administrative attachment to the designated Logistics Support Element.

10.2.2 The contracting officer representative shall provide the contractor with all required reporting instructions and procedures.

10.2.3 The contractor shall comply with reporting instructions issued by the Logistics Support Element Commander.

10.3 LEGAL ASSISTANCE

10.3.1 The Government shall provide, while contractor employees are processing for deployment at the CONUS Replacement Center (CRC) or deployed in the theater of operations, legal assistance in accordance with following conditions:

a) The legal assistance is in accordance with applicable international agreements.

b) The legal assistance is ministerial in nature consisting of legal review and discussion of legal documentation, legal documents preparation and assistance in retaining civilian lawyers.

10.4 CENTRAL PROCESSING AND DEPARTURE POINT

10.4.1 The Contracting Officer's Representative shall provide the contractor with all the necessary deployment and redeployment processing information, instructions and other guidance materials.

10.4.2 The Contracting Officer's Representative shall provide the contractor with Department of Army Pamphlet entitled " Contractor Deployment Guide"

10.4.3 The Government shall provide (or reimburse the contractor all reasonable expenses for) transportation of deploying contractor employees from each employee's place of performance to the CRC and upon redeployment from the CRC to the employees place of performance.

10.4.4 The Government shall provide (or reimburse the contractor all reasonable expenses for) transportation of deploying contractor employees from the CRC or deploying processing center to the theater of operations and return.

10.4.5 The Government shall provide (or reimburse the contractor all reasonable expenses for) messing and billeting of deploying contractor employees during processing at the designated CRC.

10.4.6 For any contractor employee determined by the government at the CRC to be non-deployable for any reason, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided.

10.5 STANDARD IDENTIFICATION CARDS

10.5.1 The contracting officer's representative shall identify to the contractor all identification cards and tags required for deployment.

10.5.2 The contracting officer's representative shall inform the contractor where the identification cards and tags are to be issued.

10.5.3 The contracting officer's representative shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CRC.

10.5.4 The contractor shall ensure all deploying individuals have the required identification cards and tags.

10.5.5 Upon redeployment, the contractor will ensure all issued identification cards and tags are returned to the Government.

10.6 MEDICAL SCREENING/PROCESSING

10.6.1 The contracting officer's representative shall provide the contractor with all physical and medical requirements and standards necessary for deployment.

10.6.2 The contractor shall be responsible for providing employees who meet the physical and medical requirements for job performance in the designated theater of operations.

10.6.3 The Government may require medical screening at the CRC to include DNA sampling and immunizations.

10.6.4 For any contractor employee determined by the government at the CRC to be non-deployable for any reason, the contractor shall promptly remedy the

problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided.

10.7 CLOTHING AND EQUIPMENT ISSUE

10.7.1 The contractor shall ensure contractor employees posses the necessary personal clothing and safety equipment to execute contract performance in the theater of operations in accordance with the statement of work.

10.7.2 The Government shall provide to the contractor all required military unique Organizational Clothing and Individual Equipment (OCIE). (Types of OCIE include canteens, boots and other uniform items and may include Nuclear, Biological, and Chemical defensive equipment.)

10.7.3 The contracting officer' representative shall identify to the contractor the OCIE issue point and issue items.

10.7.4 Upon receipt of OCIE the contractor shall assume responsibility and accountability for the issued OCIE.

10.7.5 The contractor or contractor employee shall sign for all issued OCIE, thus, acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued OCIE.

10.7.6 The contractor shall ensure that all issued OCIE is returned to the Government.

10.7.7 The contracting officer may require the contractor to reimburse the Government for OCIE lost or damaged due to contractor negligence.

10.8 CHEMICAL DEFENSIVE EQUIPMENT ISSUE AND TRAINING

10.8.1 The contracting officer's representative shall inform the contractor of all Nuclear, Biological and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE) training requirements and standards.

10.8.2 The Government shall provide the contractor employees with CDE familiarization training commensurate with the training provided to Department of Defense civilian employees.

10.9 VEHICLE AND EQUIPMENT OPERATION

10.9.1 The contractor shall ensure deployed employees posses the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operation in accordance with the Statement of Work.

10.9.2 Prior to operating any military owned or leased equipment, the contractor employee shall provide proof of license to the contracting officer or his/her representative.

10.9.3 The Government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.

10.9.4 The contractor and its employees may be held jointly and severally liable for all damages resulting from the unsafe or negligent operation of military owned or leased equipment.

10.10 MISSION TRAINING

10.10.1 The contracting officer's representative shall identify to the contractor all required mission training and the location of the training.

10.10.2 The contractor shall ensure all deploying employees receive all required mission training.

10.11 PASSPORTS/VISAS

10.11.1The contractor shall obtain all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the contracting officer's representative.

10.12 CUSTOMS PROCESSING AND ENTRANCE AND EXIT REQUIREMENTS

10.12.1 All contractor employees shall be subject to the customs processing procedures, laws, and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry.

10.12.2 The Government is not responsible for payment of entry/exit duties on personal items in possession of contractor employees.1

10.13 LIVING UNDER FIELD CONDITIONS

10.13.1 The Government shall provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, laundry service and other available support afforded to Government employees and military personnel in the theater of operations.

10.13.2 The contractor shall ensure its employees maintain a clean living area in accordance with guidance issued by the Theater Commander or his/her representative.

10.14 MEDICAL CARE

10.14.1 The Government shall provide to contractor employees deployed in the theater of operations, on a cost reimbursable basis, medical care commensurate with the care provided to Department of Defense civilian and military personnel deployed in the theater of operations.

10.15 MORALE, WELFARE, RECREATION, AND SUPPORT SERVICES

10.15.1 The contracting officer's representative shall annotate authorized morale, welfare, and recreation (MWR) and support services on the contractor employee's ITO.

10.16 STATUS OF FORCES AGREEMENT

10.16.1 The contracting officer's representative shall advise the contractor on all applicable Status of Forces Agreements (SOFA).

10.16.2 The contractor shall adhere to all applicable SOFAs

10.17 TOUR OF DUTY/HOURS OF WORK

10.17.1 The contracting officer shall provide the contractor with the anticipated duration of the deployment.

10.17.2 The contractor at his/her own expense may rotate contractor employees into and out of the theater.

10.17.3 The contractor shall comply with all duty hours and tours of duty identified by the theater commander or his/her designated representative.

10.18 ON-CALL DUTY

10.18.1 The contractor shall be reasonably available to work (i.e., on-call) during other than "regular hours to perform high priority tasks.

10.19 HEALTH AND LIFE INSURANCE

10.19.1 The contractor shall ensure that health and life insurance benefits provided to its deploying employees are applicable in the theater of operations

10.20 NEXT OF KIN NOTIFICATION

10.20.1 Prior to deployment, the contractor shall ensure each contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated Government official.

10.21 RETURN PROCESSING PROCEDURES

10.21.1 Upon notification of redeployment, the contracting officer's representative shall provide the contractor with authorization to travel from the theater of operation to the designated CRC.

10.21.2 The contractor shall ensure that all Government-issued clothing and equipment provided to the contractor or the contractor's employees are returned to Government control.

10.21.3 The contractor shall provide the contracting officer's representative with documentation annotated by the receiving Government official, of all clothing and equipment returns.

10.22 CONTRACTOR LEVEL OF EFFORT

10.22.1 In the event of a declared contingency, the contractor shall furnish the proposed level of effort and personnel mix, including additional personnel when

necessary, to satisfactorily perform in accordance with the Performance Work Statement, individual task order, and /or modification.

10.22.2 The contractor shall promptly respond to any and all additional contingency requirements of an emergency nature issued by the contracting officer or designated representative. Additional contingency requirements shall be performed as specified in a duly executed task order or modification. Modifications and task orders may be issued orally to be followed by written confirmation.

10.23 STATEMENT OF UNDERSTANDING

10.23.1 Prior to deployment, the contractor shall inform all employees to be deployed to a theater of operations or contingency area of the contractor" responsibilities to support the Government (in accordance with the terms and conditions of the contract) and of the expected working and living conditions in the designated theater of operations.

10.23.2 Prior to deployment, the contractor shall obtain written statements from all individuals to be deployed indicating their understanding of the contractor's responsibilities to support the Government (in accordance with the terms and conditions of the contract) and their understanding of the expected working and living conditions in the designated theater of operations.

10.23.3 The contractor shall provide to the contracting officer's representative, upon request the signed statements of understanding.

10.24 EVACUATION OF CONTRACTOR PERSONNEL

10.24.1 The contracting officer's representative shall provide to the contractor the applicable policies and procedures for the evacuation of contractor personnel in accordance with contingency plans.

10.25 ADDITIONAL COSTS

10.25.1 In the event the contractor incurs additional costs to perform in a theater of operation during a contingency, the contractor may be entitled to an equitable adjustment under this contract. The contractor shall furnish proper data to the contracting officer to substantiate any adjustment to the contract. Failure to agree to an amount of any such adjustment shall be a dispute within the meaning of the clause entitled "Disputes" as contained in this contract.