

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS Offeror To Complete Block 12, 17, 23, 24, & 30				1. Requisition Number		Page 1 Of 34							
2. Contract No.		3. Award/Effective Date		4. Order Number		5. Solicitation Number W52H09-04-R-0072		6. Solicitation Issue Date 2003DEC12					
7. For Solicitation Information Call:		A. Name FAYE TABER			B. Telephone Number (No Collect Calls) (309)782-3796		8. Offer Due Date/Local Time 2004JAN12 03:45pm						
9. Issued By TACOM-ROCK ISLAND AMSTA-AQ-ARCC ROCK ISLAND IL 61299-7630				Code W52H09		10. This Acquisition Is <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set Aside: 100 % For <input checked="" type="checkbox"/> Small Business <input type="checkbox"/> Small Disadv Business <input type="checkbox"/> 8(A) SIC: Size Standard:		11. Delivery For FOB Destination Unless Block Is Marked <input type="checkbox"/> See Schedule <input checked="" type="checkbox"/> 13a. This Contract Is A Rated Order Under DPAS (18 CFR 700)		12. Discount Terms			
e-mail: TABERF@RIA.ARMY.MIL								13b. Rating DOS1		14. Method Of Solicitation <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. Deliver To SEE SCHEDULE				Code		16. Administered By				Code			
Telephone No.													
17. Contractor/Offeror				Code		Facility		18a. Payment Will Be Made By				Code	
Telephone No.													
<input type="checkbox"/> 17b. Check If Remittance Is Different And Put Such Address In Offer				18b. Submit Invoices To Address Shown In Block 18a Unless Block Below Is Checked <input type="checkbox"/> See Addendum									
19. Item No.		20. Schedule Of Supplies/Services				21. Quantity		22. Unit		23. Unit Price		24. Amount	
		SEE SCHEDULE (Attach Additional Sheets As Necessary)											
25. Accounting And Appropriation Data								26. Total Award Amount (For Govt. Use Only)					
<input checked="" type="checkbox"/> 27a. Solicitation Incorporates By Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 And 52.212-5 Are Attached.						<input checked="" type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.							
<input type="checkbox"/> 27b. Contract/Purchase Order Incorporates By Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda						<input type="checkbox"/> Are <input type="checkbox"/> Are Not Attached.							
28. Contractor Is Required To Sign This Document And Return <u>1</u> Copies <input checked="" type="checkbox"/> To Issuing Office. Contractor Agrees To Furnish And Deliver All Items Set Forth Or Otherwise Identified Above And On Any Additional Sheets Subject To The Terms And Conditions Specified Herein.						29. Award Of Contract: Reference _____ Offer <input type="checkbox"/> Dated _____. Your Offer On Solicitation (Block 5) Including Any Additions Or Changes Which Are Set Forth Herein Is Accepted As To Items:							
30a. Signature Of Offeror/Contractor						31a. United States Of America (Signature Of Contracting Officer)							
30b. Name And Title Of Signer (Type Or Print)				30c. Date Signed		31b. Name Of Contracting Officer (Type Or Print)				31c. Date Signed			
32a. Quantity In Column 21 Has Been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted And Conforms To The Contract Except As Noted						33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Voucher Number		35. Amount Verified Correct For			
32b. Signature Of Authorized Government Representative				32c. Date		36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final				37. Check Number			
41a. I Certify This Account Is Correct And Proper For Payment						38. S/R Account Number		39. S/R Voucher Number		40. Paid By			
41b. Signature And Title Of Certifying Officer				41c. Date		42a. Received By (Print)							
						42b. Received At (Location)							
						42c. Date Recd (YYMMDD)		42d. Total Containers					

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MOD/AMD

Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

EXECUTIVE SUMMARY

1. THIS SOLICITATION, W52H0904R0072, IS FOR TECHNICAL REPRESENTATIVE MANAGEMENT SERVICES, FROM 24 JAN 04 - 23 JAN 05 WITH OPTION YEARS FROM 24 JAN 05-23 JAN06 AND 24 JAN 06 - 23 JAN 07 FOR COLLECTIVE PROTECTION PROGRAMS SUCH AS THE CHEMICAL BIOLOGICAL PROTECTIVE SHELTER(CBPS), THE CHEMICALLY PROTECTIVE DEPLOYABLE MEDICAL SYSTEM (CP DEPMEDS), THE M56 GAS PARTICULATE FILTER UNIT (GPFU) SERIES, M28 CPE AND OTHER SHELETTERS SUPPORTING ARMY AND OTHER JOINT SERVICES MEDICAL AND NON-MEDICAL SYSTEMS THAT PROTECT THE USER FROM FIELD CONCENTRATIONS OF CHEMICAL-BIOLOGICAL AGENTS, TOXINS, AND RADIOACTIVE FALLOUT PARTICLES.
2. THE RESULTING CONTRACT WILL BE A ONE MAN-YEAR (2080 HOURS) EFFORT WITH TWO OPTION YEARS ON A FIXED PRICE BASIS. THERE WILL BE COST LINES FOR TRAVEL REIMBURSEMENT FOR COSTS INCURRED IN ACCORDANCE WITH TRAVEL PERFORMED AGAINST THE SOW. THERE WILL BE ANOTHER COST LINE FOR OVERTIME THAT IS NOT TO EXCEED 208 HOURS PER YEAR AND THAT HAS BEEN PRE-APPROVED BY THE CONTRACTING OFFICER'S REPRESENTATIVE (COR) PRIOR TO EXPENDING THE OVERTIME. THE SOW AND TRAVEL SOW ARE IN SECTION C OF THIS SOLICITATION.
3. PLEASE NOTE THAT THIS SOLICITATION CONTAINS A SECTION B, "SUPPLIES OR SERVICES AND PRICES/COSTS" SECTION, WHICH IS FOR ITEM IDENTIFICATION ONLY. THE OFFEROR SHALL FILL IN PRICES ON THE PRICING PAGE IDENTIFIED AS ATTACHMENT 001: "PRICING SHEET - COLLECTIVE PROTECTION TECHNICAL SUPPORT SERVICES". THE CONTRACT AWARD AND SUBSEQUENT MODIFICATIONS EXERCISING THE OPTION FOR THE FOLLOWING YEAR SHALL CONTAIN A SECTION "B" BASED ON THE PRICES OFFERED ON ATTACHMENT 001.
4. OVERTIME, AT 1.5 TIMES THE BASIC HOURLY RATE, IS AUTHORIZED UP TO 208 HOURS PER YEAR ONLY IF PRIOR APPROVAL IS OBTAINED FROM THE COR. THE CONTRACTOR, WHEN BILLING FOR OVERTIME, MUST DOCUMENT THE DD250 WITH THE DATE, HOURS, AND PURPOSE OF THE OVERTIME, OR THE DD250 WILL NOT BE APPROVED BY THE COR.
5. ATTENTION IS DIRECTED TO PARAGRAPH H.1., PAGE 9 OF THIS SOLICITATION, IN THE STAEMENT OF WORK IN SECTION C OF THIS SOLICITATION. THE ACCEPTANCE SHEET OF THE REQUEST FOR SECURITY CLEARANCE IS TO BE SUBMITTED WITH THE PROPOSAL FOR BOTH THE FIRM AND THE INDIVIDUAL WHO IS PROPOSED TO PERFORM THE WORK.
6. EVALUATION OF OFFERORS SHALL BE IN ACCORDANCE WITH SECTION M OF THIS SOLICITATION.

*** END OF NARRATIVE A 001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 52.201-4501 TACOM-RI	NOTICE ABOUT TACOM-RI OMBUDSMAN	APR/2002

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
 AMSTA-AQ-AR (OMBUDSMAN)
 Rock Island IL 61299-7630
 Phone: (309) 782-3224
 Electronic Mail Address: ombudsman@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;

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Name of Offeror or Contractor:

(2) Name of PCO:

(3) Problem description:

(4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

2 52.204-4505 DISCLOSURE OF UNIT PRICE INFORMATION
TACOM-RI

FEB/2003

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23,1987), of our intention to release unit prices of the awardee in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be waived unless the contracting officer is notified of your objection to such release prior to submission of initial proposals.

(End of clause)

AS7909

3 52.204-4506 PUBLIC ACTIVITY INVOLVEMENT
TACOM-RI

FEB/2003

Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red river Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see www.gsie.army.mil

(End of Clause)

AS7005

4 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED
TACOM-RI

FEB/2002

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. **IMPORTANT:** Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

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(AS7004)

5 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 806-8866/8875
Voice Number (703) 806-8762

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

6 52.239-4501 TACOM-RI SECURITY CLAUSE JAN/1999
TACOM-RI

Every contracted function within the Department of Defense that requires access to Army Information Systems (AIS) will be identified by the Contracting Officer as either Automated Data Processing (ADP) I, II, or III. Foreign nationals and immigrant aliens will not be employed in ADP positions. Contractor personnel identified as ADP I, II, or III will require a favorably completed security investigation IAW AR 380-19, paragraph 2-16, available at www.usapa.army.mil. Electronic forms and instructions are available at www.dss.mil. Manual forms and instructions are available from the Defense Security Service as depicted in the National Industrial Security Program Operating Manual, DoD 5220.22M. All "RETURN RESULTS TO" blocks on the investigative forms will depict "Commander, Rock Island Arsenal, ATTN: SMARI-SM, Rock Island, IL 61299-5000. Only after the investigation has been favorably completed will the contractor be given access to the system.

(End of clause)

(AS7011)

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>SERVICES</u></p> <p>SECURITY CLASS: Unclassified</p> <p>THIS IS A FIRM FIXED PRICE CLIN FOR SERVICES PERFORMED IAW SOW IN SECTION C</p> <p>SEE PRICING SHEET AT ATTACHMENT 001.</p> <p>(End of narrative B001)</p>				
0002	<p><u>TRAVEL IN RELATION TO SOW</u></p> <p>SECURITY CLASS: Unclassified</p> <p>THIS IS A COST-REIMBURSABLE LINE FOR TRAVEL REIMBURSEMENT.</p> <p>SEE PRICING SHEET AT ATTACHMENT 001</p> <p>(End of narrative B001)</p>				
0003	<p><u>APPROVED OVERTIME</u></p> <p>SECURITY CLASS: Unclassified</p> <p>THIS CLIN IS COST-REIMBURSABLE ONLY FOR OVERTIME APPROVED BY THE COR BEFORE WORKED. OVERTIME IS TO BE CALCULATED BY MULTIPLYING THE BASIC HOURLY RATE TIMES 1.5 AT NTE HOURS OF 208.</p> <p>SEE PRICING SHEET AT ATTACHMENT 001</p> <p>(End of narrative B001)</p>				

Name of Offeror or Contractor:

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

STATEMENT OF WORK (SOW)/
PERFORMANCE WORK STATEMENT (PWS)
CHEMICAL/BIOLOGICAL DEFENSE EQUIPMENT

A.1. Scope of Work__This Performance Work Statement (PWS) is for the planning, coordination and delivery of technical and logistical management support and services for the Chemical/Biological Defense Equipment including, but not limited to the Chemical Biological Protective Shelter (CBPS), and the Chemically Protected Deployable Medical System (CP DEPMEDs), the M56 Gas Particulate Filter Unit (GPFU) series, M28 CPE and other shelters supporting Army and other Joint Service medical and non-medical systems that protect the user from field concentrations of chemical-biological agents, toxins, and radioactive fallout particles.

A.2 TASKS

This effort shall be limited to nonpersonal services that shall include, but not limited to the following:

A.2.1. General: The contractor shall help develop and coordinate system and logistical support for Chemical Biological Defense Equipment and associated components within the Chemical/Biological Defense Program Support Integration Directorate (PSID) at Rock Island and with applicable organizations, commands, and military departments. The specific tasks are as follows:

A.2.1.1. Support an Integrated Logistics Support (ILS) Manager whereas the contractor assists in the planning, coordinating, and interfacing with all functional areas to achieve a successful ILS program.

A.2.1.2. Establish and update an ILS milestone schedule for planning, managing, testing, deploying and monitoring the development and accomplishment of the ILS program.

A.2.1.3. Provide matrix management support, involving coordination of plans, activities, and actions required for successful acquisition, fielding and sustainment of the Chemical/Biological Defense Equipment.

A.2.1.4. Assist in the coordination of fielding schedules, coordination of the materiel fielding agreements with the gaining commands and assure the logistic support resources meet user satisfaction.

A.2.1.5. Assist in the coordination of ILS efforts that influence materiel design and monitor accomplishments.

A.2.1.6. Provide technical assistance and logistics support in areas such as maintenance engineering, maintenance and inventory management.

A.2.1.7. Provide technical assistance/logistical support and assistance to the Chemical/Biological Defense PSID in responding to protests, serving as a technical advisor to Best Value Acquisition Teams, assessing performance specification requirements, providing technical support for source selection plans and industrial base assessment actions, as required.

A.2.1.8. Provide quarterly status reports to management on the Chemical/Biological Defense Equipment and associated components by utilizing software compatible with the Governments.

A.2.1.9. Provide briefing packages for the Integrated Product Team (IPT) commodities on an as needed basis.

A.2.1.10. Provide selected read ahead and trip reports to management for technical hearings that the contractor is required to attend.

B. GENERAL INFORMATION

B.1 The Tank-automotive and Armaments Command (TACOM) located in Warren, MI, has an agency, TACOM-RI, located on the Rock Island Arsenal, Rock Island, IL. Some TACOM-RI acquisition personnel are co-located within the Chemical Biological Defense Product Support Integrated Directorate (CBDPSID) and perform the acquisition functions for the CBU.

B.1.1. To avoid duplication of work, all Chemical/Biological Defense Equipment information and resources currently maintained by the Government will be made available to the contractor and copies thereof may be incorporated into the contractors files. Initial supply of these items shall be available on the contract start date. The Government shall furnish all supplies and equipment, on site at the Rock Island Arsenal, Rock Island, IL, required to meet the terms of the contract, unless otherwise provided in the Performance Work Statement. ??? The contractor is authorized to use Government vehicles to accomplish authorized travel in support of this contract. ???

B.1.2. Location: The contract services shall be provided at the Rock Island Site at least 50 percent of the work year. The remaining 50 percent will be performed from the contractors home office. Additional work sites may be required to support activities outlined in Section C-4 of this Sow, such as fielding of systems.

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B.1.3. Hours of Operation: The contractor shall be available as necessary to perform the duties as described in the Scope of Work, and will work hours consistent with the operations of the work site. The contractor shall remain flexible regarding hours to meet extraordinary mission requirements. The contractor may be required to work overtime but not to exceed 10 percent of the work year. The contractor would be required to submit an estimate of overtime hours to the COR for prior approval.

B.1.4. The contractor shall sign a nondisclosure statement if and when access to Classified, Secret, Close Hold, Procurement, or Business Sensitive material is authorized.

B.1.5. Services: The Government shall provide Fire protection, class A and C phone, utilities, custodial and security services, on site at the Rock Island Arsenal, Rock Island, IL, to the extent they are provided to the Chemical/Biological Defense Program Support Integration Directorate (PSID).

B.1.6. Facilities: The Chief of the Chemical/Biological Defense PSID at Rock Island shall provide a suitable space furnished with office furniture and computer equipment for use during this contract. The contractor shall also have access to group meeting rooms or the Video Teleconference Center (VTC) or other areas needed to perform the PWS with the approval of the COR.

B.1.7. Training: The contractor shall be given the opportunity to participate in relevant Government sponsored training on a space available basis as long as training does not detract from performance and completion of work. Cost of this type of training will be reimbursed by the Government and must be approved by the COR.

B.1.8. ID Badges and Vehicle Registration: The contractor shall obtain badges and decals from the Government. The badges shall identify contractor as a non-Government employee. Such badges and decals shall be returned to the Government upon completion of the contract.

B.1.9. Reproduction of printed materials: The contractor shall have access to copying machines for reproduction of the Chemical Biological Defense Equipment material. The contractor will be required to meet any applicable office procedures regarding use of the copying machines.

B.1.10. Use of Facsimile Machine: The contractor shall be able to use facsimile machines to meet the requirements of the PWS.

B.1.11. Use of other Office Materials and Equipment: Use of other office equipment, such as video equipment, videotapes, software, books, pamphlets, etc., as available, to met the requirements of the PWS shall be authorized. If specific software is needed to perform the requirements of the PWS or the Government is the licensee for such programs, the Government shall provide the contractor with the software for the duration of the contract to be used in the contractors office.

C.1. PERIOD OF PERFORMANCE

This is a one-year basic contract for Calendar Year 2004 (24 Jan 04-23 Jan 05) with two option years (24 Jan 05-23 Jan 06 and 24 Jan 06-23 Jan 07). Contract performance shall be determined by the requirements in paragraph A-1 of this Performance Work Statement. The contractor must perform the duties on site at least 50 percent of the work year. A work year for the Government is defined as 2080 hours.

C.1.2 TRAVEL

In support of the Description of Work, as described in paragraph A-1, the contractor shall be required to travel extensively. The contractor must be willing to travel 50-75 percent of the work year. When the contractor is required to travel, the contractor will make all travel arrangements to accomplish assigned tasks, and submit receipts for reimbursement. Work related travel is considered to be the same as on duty on-site. Travel may include OCONUS and the contractor may be required to travel on weekends. Travel destinations/dates will be determined over time, however, as a minimum, destinations will likely include: Natick, MA, Edgewood, MD, St. Louis, MO, Wes Plainses, MO, Pine Bluff, AR, Ft. Benning, GA, Ft. Stewart, GA, Ft. Hood, TX, Ft. Bliss, TX, Ft. Carson, CO, San Antonio, TX, The Travel SOW follows this SOW in Section C, beginning on page 10 of this solicitation.

C.2. Contractor Personnel:

C.2.1. Service Provider: The contractor shall maintain effective working relationships with Program/System Managers, Staff Agencies, Team Leaders and others as necessary to perform work specified in the PWS and assure direct service as specified in the PWS.

C.2.2 The contractor must have or have the ability to obtain a security clearance (see clause AS7011 in Section A of the solicitation).

C.2.3. The Contractor is responsible for all Government furnished property (GFP) and shall sign for such property on a DA Form 3161, Request for Issue or Turn-in. All property on short-term loan will be returned when not in use.

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C.2.4. All accountable property loaned to the Contractor will be returned to the Government upon termination or completion of this Contract. A joint Inventory will be completed to document return of all equipment. The Contractor shall be liable for replacement, or cost for replacement, of any lost non-expendable GFP as determined by Report of Survey conducted by the Government to determine the liability of the lost GFP.

C.2.5. Contractor furnished property; facilities and equipment are not normally required in the performance of services called for in this contract, except for personal safety items. The Government assumes no responsibility for Contractor owned property.

C.2.6. The Government reserves the right to remove any individual from an assignment under this contract for reasons of incompetence, intoxication, controlled substance abuse, misconduct, security risk, or violation of State and/or Federal Laws.

C.3. Contractor Responsibilities. The Contractor shall be responsible for the manner and method in which this SOW is performed. The Contractor shall coordinate with the Contracting Officer Representative (COR) and a responsible CPE Manager to discuss CPE policies and procedures in the execution of this SOW.

C.3.1. The Contractor shall comply with the terms of the Statement of Work (SOW) in strict accordance with applicable local policies (installation/Command, unit, TACOM-RI), Department of Army (DA) documents and policies, Department of Defense (DOD) regulations and all updates/changes to this SOW during the life of the contract. The Contractor shall immediately bring to the attention of the Government, for final resolution, any apparent conflict between compliance with the directives, policy, rules and regulations identified in this contract and the execution of this contract.

D. Assumptions and Constraints

D.1.1. The Contractor shall not under any circumstance, supervise or otherwise direct Government employees or other Contractors employed under other Government contracts.

D.1.2 The Government will not directly or indirectly provide supervision or control of Contractor personnel.

D.1.3. Informal Communications. The Contractor shall maintain informal communications with the COR for task orders and the basic contract on a weekly basis, or more often if deemed necessary. The Contractor shall provide information only to the KO and COR unless approved by the KO or COR. Any issues or problems that cannot be resolved through these informal conversations shall be addressed at formal IPRs. These informal conversations do not substitute for any contractually required meetings, reviews, or briefings.

D.1.4. Government Support. As specified in task orders. Task orders will not be changed without approval from the KO or COR.

D.1.5. The Contractor shall have sole responsibility and discretion for the manner and method of performing tasks as specified in this SOW. The Contractor shall coordinate with the COTR and responsible FMS Manager to discuss FMS policies, procedures, and execution of service.

E. Key Personnel

E.1. The supervision of Contractor employees shall be the responsibility of the Contractor.

E.2. Substitution of Personnel. The Contractor shall assign to each specific task order those persons, whose resumes were submitted with the proposal, who are necessary (key personnel) to fill the requirements of the contract and the task order. No substitutions of key personnel shall be made without prior written approval of the Contracting Officer. All proposed substitutions of key personnel shall be submitted to the Contracting Officer in writing at least 15 calendar days (30 calendar days if a security clearance must be obtained) in advance of the proposed substitutions. All requests for substitutions must include a complete resume of the proposed substitute and any other information requested by the Contracting Officer. All proposed substitutes must have qualifications that are equal to or higher than the qualifications of the position.

E.3. Replacement. If the Contractor removes any key personnel on this contract and/or task order issued against this contract, the Contractor shall immediately notify the Contracting Officer and COR, and replace such personnel with personnel of equal or higher qualifications. The replacement personnel shall submit their resume(s) and the SF85P acceptance sheet to the COR and the Contracting Officer.

F. PERFORMANCE MEASUREMENTS

F.1. In Process Reviews (IPRs). The Contractor and the Contracting Officers Representative (COR) specified in the individual task order shall meet and conduct monthly IPRs to discuss and informally evaluate the Contractors efforts and progress in the accomplishment of assigned tasks and resolutions of technical issues, if any. IPRs shall be held at Government furnished facilities. The Contractor shall submit agenda items 3 working days prior to each meeting. The agenda and minutes will be the responsibility of the contractor.

F.2 Quarterly Status Report. The contractor shall provide the Government COR a quarterly status report to summarize the current status

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of all tasks. As a minimum, the report shall identify work completed during the reporting period, deliverables provided, problem areas or concerns requiring Government input or decision, labor hours expended, and work plans, if any, for the next reporting period.

F.3. INSPECTION Criteria. The Government will have the right to inspect the Contractors performance under the task orders associated with this contract. The Contracting Officer may conduct such inspection and surveillance of the Contractors performance under the contract as deemed appropriate and necessary.

G. Travel - For estimating and planning purposes, a Travel SOW is provided as a separate document.

G.1. In support of the Tasks to be performed paragraph A.4, the Contractor may be required to travel to accomplish the terms of the SOW within the contract. Travel destinations/dates will be determined over time. The Contractor shall secure approval from the Contracting Officers Representative (COR) prior to the performance of any travel. A separate Travel Scope of Work will be forthcoming.

G.2. All temporary travel shall be arranged by the contractor and be at fair and reasonable costs to the Government. When commercial air carrier and commercial ground transportation are used, they shall be the most reasonable available to accomplish the mission. When the Government gives the contractor sufficient notice, the lowest possible commercial airfare shall be used. The contractor shall strive to stay within established Government Per Diem rates for meals, lodging, and miscellaneous items at the travel destination. Also, mileage rates for personal vehicle use to accomplish temporary of site travel shall comply with established Government rates.

G.3. The invoice submitted for payment of travel cost shall include a copy of the associated receipts for commercial carrier costs, ground transportation cost, and lodging. In addition, copy of all expense items in the amount of or exceeding \$75 shall be included. The contractor shall provide a copy of each required receipt, with the DD 250, to the COR within 10 days after travel completion, for payment, and shall be reimbursed via DD 250 which shall be approved by the COR. A copy of the approved DD 250 shall be submitted to AMSTA-CM-CREC, TACOM - ROCK ISLAND, for the official contract record. The travel will be reimbursed against a cost-reimbursable CLIN. No G&A or profit will be allowed against the travel CLIN.

G.4. The contractor shall document the results of temporary travel by preparing a report of travel. As a minimum, the report shall identify destination, purpose, accomplishments, and open issues/actions. The contractors format shall be used. Reports of travel shall be submitted to the COR.

H. SECURITY

H.1. Facility and Personnel Security Clearances. The Contract shall possess, at the time of contract awards, proof that the Contractor and its key personnel have entered the Electronic Personnel Security Questionnaire (EPSQ) at www.dss.mil, and filled out the information, by submission of the validated form SF85P, Application for Public Trust. Access to Government computer equipment and programs is contingent upon submission of this form.

H.2. Pass and Identification. The Contractor shall obtain badges and decals from the Government. The badges shall identify the Contractor as a non-Government employee. Parking on post shall be in the open parking areas for non-restricted, non-handicapped employees. The contractor shall provide names of all employees to the COR who will arrange for all Contractor employees to be badged. Such badges and decals shall be returned to the Government upon completion of the contract.

I. INSPECTION AND ACCEPTANCE: Inspection and acceptance sites: The inspection and acceptance site for all efforts provided under this contract shall be the TACOM-RI at Rock Island, Illinois.

I.1. APPOINTMENT OF CONTRACTING OFFICERS REPRESENTATIVE: The Contracting Officer will designate an individual(s) to act as the COR(s) under this contract. Letter from the Contracting Officer will designate such representative(s) with an information copy to the Contractor. The COR(s) will represent the Contracting Officer in the technical phase of the work, but will not be authorized to change any of the terms and conditions of the contract.

I.2. ACCESS TO PROCEDURES, RECORDS, DATA AND FACILITIES: The Contractor shall allow the Contracting Officer or their duly authorized representative(s) access to and rights to examine any documents or records related to this contract.

I.3. INSPECTION AND ACCEPTANCE PROCEDURES: The Government will have the right to conduct surveillance of the Contractor's performance including services rendered and any documentation or written material in support thereof under this contract. The contractor's progress will be evaluated from the Specific Tasks outlined in Section A-2 of this SOW. The Quality and effectiveness of contractor's output will be judged by the quality of written documents, and the progress of the mission, as defined by the SOW. The Contracting Officer's Representative will conduct such surveillance of the Contractor's performance under the contract as determined appropriate and necessary. The Contracting Officer will exercise these responsibilities through its staff and in connection with any related agencies necessary to ensure that the standards set forth herein are met.

I.4. The requirements set forth in this contract shall be the criteria by which the Contractor's performance shall be inspected. These requirements may either be in full text or incorporated by referenced regulations, technical manuals, etc.

I.5. Government Surveillance personnel will monitor the Contractor's performance by physical inspection, review of

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reports/documentation, or by the Daily Information Summaries (DISUM) processed.

I.6. When Government surveillance personnel find deficiencies, the Contractor shall be so advised verbally and in writing. As directed by the Contracting Officer or their representative(s) the Contractor shall promptly take the necessary action to ensure against any future deficiency.

I.7. Acceptance will be by submission of biweekly DD Forms 250 (Material Inspection and Receiving Reports) and will be F.O.B. Destination.

J. FEDERAL HOLIDAYS

New Years Day - First day in January
 Martin Luther King Day - Third Monday in January
 Presidents Day - Third Monday in February
 Memorial Day - Last Monday in May
 Independence Day - Fourth day in July
 Labor Day - First Monday in September
 Columbus Day - Second Monday in October
 Veterans Day - Eleventh day in November
 Thanksgiving Day - Fourth Thursday in November
 Christmas Day - Twenty-fifth day in December

*** END OF NARRATIVE C 001 ***

TRAVEL SOW

The contractor shall conduct off site temporary travel required to accomplish SOW tasks. Specific destinations cannot be projected at this time. Projections are based upon previous experience.

Calendar Year 2004:

TRIP#	# OF DAYS	# OF TRIPS	DESTINATION	DUTY SITE	ITEM
1	5	2	Natick, MA	TACOM-SBC	CBPS
2	5	2	St. Louis	EASI	CBPS
3	3	2	Wes Plaines, MO	EASI	CBPS
4	5	2	Annville, PA	FTIG	CBPS
5	4	2	San Antonio, TX	Ft. Sam Houston	CBPS CPDEPMEDS
6	4	2	Washington, D.C.	OTSG	CBPS CPDEPMEDS
7	5	2	Pine Bluff, AR	PBA	CBPS CPDEPMEDS
8	5	1	Columbus, GA	Ft. Benning	CBPS
9	5	1	Hinesville, GA	Ft. Stewart	CBPS
10	5	1	Killeen, TX	Ft. Hood	CBPS
11	5	1	El Paso, TX	Ft. Bliss	CBPS
12	5	1	Colorado Springs, CO	Ft. Carson	CBPS

Calendar Year 2005:

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TRIP#	# OF DAYS	#OF TRIPS	DESTINATION	DUTY SITE	ITEM
1	5	2	Natick, MA	TACOM-SBC	CBPS CPDEPMEDS
2	5	2	Pine Bluff, AR	PBA	CBPS CPDEPMEDS
3	4	2	San Antonio, TX	Ft. Sam Houston	CBPS CPDEPMEDS
4	5	2	Killeen, TX	Ft. Hood	CBPS
5	5	2	Fayetteville, NC	Ft. Bragg	CBPS
6	4	2	Washington, D.C.	OTSG	CBPS CPDEPMEDS

Calendar Year 2006:

TRIP#	# OF DAYS	# OF TRIPS	DESTINATION	DUTY SITE	ITEM
1	5	2	Natick, MA	TACOM-SBC	CBPS CPDEPMEDS
2	5	2	Pine Bluff, AR	PBA	CBPS CPDEPMEDS
3	4	2	San Antonio, TX	Ft. Sam Houston	CBPS CPDEPMEDS
4	5	2	Fayetteville, NC	Ft. Bragg	CBPS
5	4	2	Washington, D.C.	OTSG	CBPS CPDEPMEDS

Although these travel projections are provided, the contractor shall determine actual travel requirements needed to accomplish the SOW. Accordingly the contractor may vary the number of trips, travel destination, and duration of travel from these projections to accomplish the contract SOW within the total estimated costs. The contractor shall notify the contracting officer when 75 percent of the total estimated costs or travel has been reached.

All temporary travel shall be arranged by the contractor and be at fair and reasonable costs to the government. When commercial air carrier and commercial ground transportation are used, they shall be the most reasonable available to accomplish the mission. The contractor shall strive to stay within established Government Per Diem rates for meals, lodging, and miscellaneous items at the travel destination. Also, mileage rates for personal vehicle use to accomplish temporary off site travel shall comply with established Government rates.

The invoice submitted for payment of travel costs shall include a copy of the associated receipts for commercial carrier costs, ground transportation cost, and lodging. In addition, copy of all expense items in the amount of or exceeding \$75 shall be included. The contractor shall provide copy of each invoice and required receipts to the contracting officer within 10 days of submission for payment.

The contractor shall document the results of temporary travel by preparing a report of travel. As a minimum, the report shall identify destination, purpose, accomplishments, and open issues/actions. The contractors format shall be used. Reports of travel shall be submitted to the contracting officer.

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*** END OF NARRATIVE C 002 ***

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Name of Offeror or Contractor:

PACKAGING AND MARKING

THERE ARE NO PACKAGING INSTRUCTIONS FOR THIS ACTION.

*** END OF NARRATIVE D 001 ***

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Name of Offeror or Contractor:

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-4	INSPECTION OF SERVICES - FIXED PRICE	AUG/1996
2	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984

INSPECTION AND ACCEPTANCE CRITERIA

PERFORMANCE MEASUREMENTS

In Process Reviews (IPRs). The Contractor and the Contracting Officers Representative (COR) specified in the individual task order shall meet and conduct monthly IPRs to discuss and informally evaluate the Contractors efforts and progress in the accomplishment of assigned tasks and resolutions of technical issues, if any. IPRs shall be held at Government furnished facilities. The Contractor shall submit agenda items 3 working days prior to each meeting. The agenda and minutes will be the responsibility of the contractor.

Quarterly Status Report. The contractor shall provide the Government COR a quarterly status report to summarize the current status of all tasks. As a minimum, the report shall identify work completed during the reporting period, deliverables provided, problem areas or concerns requiring Government input or decision, labor hours expended, and work plans, if any, for the next reporting period.

INSPECTION Criteria. The Government will have the right to inspect the Contractors performance under the task orders associated with this contract. The Contracting Officer may conduct such inspection and surveillance of the Contractors performance under the contract as deemed appropriate and necessary.

ACCESS TO PROCEDURES, RECORDS, DATA AND FACILITIES: The Contractor shall allow the Contracting Officer or their duly authorized representative(s) access to and rights to examine any documents or records related to this contract.

INSPECTION AND ACCEPTANCE PROCEDURES: The Government will have the right to conduct surveillance of the Contractor's performance including services rendered and any documentation or written material in support thereof under this contract. The contractor's progress will be evaluated from the Specific Tasks outlined in Section A-2 of this SOW. The Quality and effectiveness of contractor's output will be judged by the quality of written documents, and the progress of the mission, as defined by the SOW. The Contracting Officer's Representative will conduct such surveillance of the Contractor's performance under the contract as determined appropriate and necessary. The Contracting Officer will exercise these responsibilities through its staff and in connection with any related agencies necessary to ensure that the standards set forth herein are met.

The requirements set forth in this contract shall be the criteria by which the Contractor's performance shall be inspected. These requirements may either be in full text or incorporated by referenced regulations, technical manuals, etc.

Government Surveillance personnel will monitor the Contractor's performance by physical inspection, review of reports/documentation, or by the Daily Information Summaries (DISUM) processed.

When Government surveillance personnel find deficiencies, the Contractor shall be so advised verbally and in writing. As directed by the Contracting Officer or their representative(s) the Contractor shall promptly take the necessary action to ensure against any future deficiency.

Acceptance will be by submission of biweekly DD Forms 250 (Material Inspection and Receiving Reports) and will be F.O.B. Destination, signed by the COR.

*** END OF NARRATIVE E 001 ***

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Name of Offeror or Contractor:

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-34	F.O.B. DESTINATION	NOV/1991

NO OTHER TRANSPORTATION CLAUSES APPLY TO THIS ACTION. INSPECTION AND ACCEPTANCE FOR DD250 PURPOSES ARE AT DESTINATION, CBDPSID, ROCK ISLAND, IL

*** END OF NARRATIVE F 001 ***

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SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
2	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
3	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is FAYE.TABER@US.ARMY.MIL. The data fax number for submission is 309-782-1218, ATTN: FAYE TABER.

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

- (1) The FMS/MAP copies may be submitted to:
N/A

(End of Clause)

(HS6510)

4	DRAFT CLAUSE	CONTRACTOR DEPLOYMENT ON MILITARY OPERATIONS	FEB/2003
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(a) Definitions

As used in this Clause

(1) Theater Support Contractors. Provides support to deployed operational forces pursuant to contracts arranged within the mission area of responsibility, or prearranged contracts through Host Nation (HN) and/or regional business and vendors. Contracting personnel deployed with the deployed force, working under the contracting authority of the theater or Joint Task Force (JTF) contracting chief, normally award and administers these contracts. Theater support contracts provide goods, services, and minor construction, usually from the local vendor base.

(2) External Support Contractors. Provides support for deployed operational forces working pursuant to contracts awarded under the command and procurement authority of supporting headquarters outside the theater. These may be US or third country businesses and vendors. These contracts are usually prearranged, but may be contracts awarded or modified during the mission based on the commanders' needs. Examples include the Army's Logistics Civil Augmentation Program (LOGCAP), the Air Force Civil Augmentation program (AFCAP), the Navy's Construction Capability (CONCAP), United States Transportation Command (USTRANSCOM) provision of Civil Reserve Air Fleet (CRAF), and war reserve materiel (WRM) contracts.

(3) System Contractors. Logistical support deployed with operational forces under prearranged contracts awarded by Service program managers or my Military Service component logistics commands. They support specific systems throughout their system's life cycle (including spare parts and maintenance), during peacetime, conflict, and war.

(4) Military Operations. The full spectrum of armed conflict and military operations other than war (MOOTW), both domestic and overseas, as directed by appropriate authority.

(b) General.

(1) This general guidance addresses the deployment of systems contractor personnel, and AMC external support contractor personnel, into a theater of operations in support of a contingency or exercise.

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(2) The general guidance provided by this provision is not all-inclusive nor are all items required for all situations. Each contingency will evolve differently depending upon the theater commander's guidance impact on the deployments. The Contracting Officer may tailor these provisions as appropriate for individual contracts or task orders. The provisions of this clause shall apply unless tailored by the contracting Officer. The contractor is obligated to request any specific information needed at the time of deployment from the contracting officer.

(c) Management.

(1) When the performance of the contract requires the contractor to deploy personnel in support of a contingency, the contractor shall ensure that all personnel hired by or for the contractor (including subcontractors) will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians as 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, force protection, and safety, unless directed otherwise in the contract document.

(2) The contractor shall comply, and shall ensure that all deployed prime contract employees, subcontractor employees, invitees and agents comply with pertinent Service and Department of Defense directive, 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. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements. The contracting officer will resolve disputes. The contractor shall provide the contracting office copies, if requested, or any documents relating to the dispute.

(3) The contractor shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees.

(4) The Contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the cognizant contracting officer or his/her designated representative.

(5) 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.

(d) Logistics Support Element. The contractor and contractor employees shall report into the Army Materiel Command Logistics Support Element (AMC LSE) and provide necessary information to the AMC LSE on the contractor's deployments and activities in the area of operation (AOR) to facilitate the AMC LSE logistics integration function. Initial contact and coordination with the AMC LSE shall be conducted prior to deployment into the theater. Similar coordination and reporting to the AMC LSE shall occur prior to exiting the area of operation. Any additional coordination requirements with the AMC LSE shall be as defined by the Contracting Officer or Contracting Officer Representative (COR).

(e) Risk Assessment and Mitigation.

(1) The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions.

(2) The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) The contractor will ensure that all deployable employees are medically and physically fit to endure the rigors of deployment in support of a military operation. If an employee is unable to perform, the contractor must replace the employee.

(4) If the contractor employee departs an area of operations without permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be complete within 72 hours, unless otherwise directed by the contracting officer.

(5) The contractor will designate and provide contact information for a point of contact and back up for all its plans and operations and, if necessary, establish an operations center to plan and control the contractor deployment process and resolve operations issues with the deployed force.

(6) As required by the operational situation, the government may at its discretion relocate contractor personnel (who are citizens of the United States, aliens resident in the United States or third country national, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

(f) Force Protection. While performing duties in accordance with (IAW) the terms and conditions of the contract, the Service Theater Commander will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine Corps, DLA) civilians in the operations area unless otherwise stated in the contract.

(g) Central Processing and Departure Point.

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(1) For any contractor employee determined by the government at the deployment-processing site to be non-deployable for debilitating health problems or failure to have a security clearance when one is required, 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 in time for scheduled deployment.

(2) The contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.

(3) The government, when applicable, will provide the contractor employees with Chemical, Biological Nuclear, Radiological and High Yield Explosive (CBRNE) equipment. CBRNE familiarization training commensurate with the training provided to Department of Defense civilian employees.

(4) The contractor, when permitted by the Government, will have the flexibility to deploy its own employees. If authorization to deploy its own employees is provided, the contractor is responsible to ensure all deployment requirements are met, and shall ensure they have coordinated all deployment requirements with the Contracting Officer and the appropriate AMC LSE.

(h) Standard Identification Cards.

(1) The contracting officer or designee shall identify to the contractor all identification cards and tags required for deployment,

(2) The contracting officer or designee shall issue or shall inform the contractor where the identification cards and tags are to be issued.

(3) The contracting officer or designee shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.

(4) The contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment.

(5) Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.

(6) Upon arrival in theater contractor personnel may be required to obtain additional locally required identification cards. The government representative who has cognizance for these contractor personnel in theater will assist in the coordination of the issuance of these identification cards to contractor personnel.

(i) Medical.

(1) The contracting officer shall provide the contractor with all physical and medical requirements and standards necessary for deployment.

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

(3) The government may require medical screening at the CONUS Replacement Center for Food and Drug Administration approved immunizations, which may include DNS sampling.

(4) For any deployed contractor employee determined by the government to be medically unfit, the contractor shall promptly remedy the problem. If the problem cannot be remedied, a replacement having equivalent qualifications and skills shall be provided as determined by the contracting officer.

(5) The government at its discretion may provide to contract employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in the theater of operations. This is subject to the availability of such medical and dental care. The providing of such care does not include local nationals under normal circumstances.

(6) Deploying civilian contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.

(j) Clothing and Equipment Issue.

(1) Contractor personnel accompanying the force are not authorized to wear military clothing, except for specific items required for safety and security. An individual's status as a contractor employee shall be conspicuously displayed on their clothing unless prohibited for operational reasons.

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(2) If required, the government at its discretion may provide to the contractor all required military unique Organizational Clothing and Individual Equipment (OCIE). (Types of OCIE may include Nuclear, Biological, Chemical, Radiological, and High yield Explosive Equipment).

(3) Upon receipt of OCIE, the contractor shall assume responsibility and accountability for these items.

(4) 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 organizational clothing and individual equipment.

(5) The contractor shall ensure that all OCIE are returned to the government, along with all pertinent documentation demonstrating the return of issued OCIE to government control.

(6) The contracting officer will require the contractor to reimburse the government for OCIE lost or damaged due to contractor negligence.

(k) Weapons and Training.

(1) Whether contractor personnel will be permitted to carry a government furnished weapon for self-defense purposes in the Area of Operations (AO) is at the discretion of the Theater Commander. However, Contractor personnel will not possess personally owned firearms in the AO. The government may at its discretion issue weapons and ammunition for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees. If accepted the contractor will maintain a listing of employees possessing a government firearm and provide notification to the Contracting Officer. When accepted, the contractor employee is responsible for using the weapon in accordance with the rules of engagement issued by the Theater Commander. The contractor employee is legally liable for any use that is not in accordance with host nation law, international law, and the rules of engagement. Also, when accepted, only military issued ammunition may be used in the weapons.

(2) Prior to issuing any weapons to contractor employees, the government will provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees. The contractor shall not issue weapons to employees who have not had proper training.

(3) The contractor shall ensure that its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use safety, and accountability of weapons and ammunition, and shall comply with all related DOD regulations.

(4) Upon deployment or notification by the government, the contractor shall ensure that all government issued weapons and ammunition are returned to government control.

(5) Contractors will screen employees, and subcontractors, to ensure that employees may be issued a weapon in accordance with U.S. and applicable host nation laws. Evidence of screening will be presented to the contracting officer.

(l) Vehicle and Equipment Operation.

(1) The contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.

(2) Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the unit or agency issuing the equipment.

(3) The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.

(4) All contractor owned motor vehicles shall meet required vehicle requirements within the AOR and be maintained in a safe operating condition and good appearance. All contractor owned motor vehicles used for transporting Government property shall be properly equipped and designed to ensure protection of the property. All contractor owned motor vehicles may, at the PCO direction, be required to conspicuously display the contractor's logo and/or name on both sides of the vehicle.

(m) Passports, Visas and Customs.

(1) The contractor is responsible for obtaining all passports, visas, or other documents necessary for contractor employees to enter and/or exit any area(s).

(2) Depending on the Status of Forces Agreement (SOFA) or other international agreements, all contractor employees may be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws and duties of the United States upon re-entry. Contractor shall verify and comply with all requirements.

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(3) Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

(n) Reception, Staging, Onward Movement and Integration.

(1) Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration, as directed by the contracting officer or his/her designated representative, the AMC-Forward, or Theater Commander.

(2) The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations, such as MILSTAMP for safety, packaging, and tie-down.

(o) Living under Field Conditions. The government at its discretion may provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations, unless otherwise specified in the contract.

(p) Morale, Welfare, Recreation. The government will, when approved by the installation or Theater Commander and consistent with the authorization, terms and conditions specified elsewhere in the contract, provide to contractor employees deployed in the theater of operations; morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations. Some of these services may be limited to U. S. personnel only.

(q) Status of Forces Agreement and other Laws.

(1) Notwithstanding any provision to the contrary, the contractor shall adhere to all relevant provisions of the applicable Status of Forces Agreements (SOFA) and other similarly related agreements, and all applicable laws.

(2) The contractor is responsible for documenting technical expert status (for Germany) as required. The contractor shall coordinate with the German Labor Office prior to deployment to or traversing Germany.

(3) The contractor is responsible for providing the government with the required documentation to acquire invited contractor or technical expert status, if required by SOFA.

(r) Pay. In the event the contractor must pay additional compensation above that contemplated under the contract, to retain or obtain personnel to perform in a theater or operations during a declared contingency, the contractor must obtain prior approval from the Procurement Contracting Officer (PCO) before incurring any additional compensation costs. The contractor shall furnish proper data to the PCO to substantiate any adjustment to the contract.

(s) Tour of Duty/Hours of Work.

(1) The contracting officer shall provide the contractor with the anticipated duration of the deployment.

(2) The contractor may rotate contractor employees into and out of the theater provided there is no degradation in mission results. For employees who have deployed less than 179 days, the contractor may rotate personnel at his own expense, for employees who have deployed greater than 179 days may be rotated as an allowable cost under the contract. The contractor will coordinate personnel changes with the contracting officer.

(3) The contracting officer shall provide the contractor with anticipated work schedules.

(4) The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or his/her designated representative.

(5) The contracting officer, or his/her designated representative, may modify the work schedule to ensure the government's ability to continue to execute its mission.

(t) On-Call Duty or Extended Hours.

(1) The contractor shall be available to work extended hours to perform mission essential tasks as directed by the contracting officer.

(2) The contractor shall be available to work "on-call" to perform mission essential tasks as directed by the contracting officer.

(3) The contracting officer, or his/her designated representative, will identify the parameters of "on-call" duty.

(4) If appropriate, the contracting officer may negotiate an equitable adjustment to the contract.

(u) Workman's Compensation, Health and Life Insurance. The contractor shall ensure that worker's compensation insurance under the

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Defense Base Act is consistent with FAR clauses 52.228-3 and 52.228-4. The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations.

(v) Next of Kin Notification. Before deployment, the contractor shall ensure that each contractor employee completed a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated government official.

(w) Return Procedures.

(1) Upon notification to the contractor of redeployment, the contracting officer at his/her discretion may authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual redeployment site.

(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 upon completion of th deployment.

(3) The contractor shall provide the contracting officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.

(x) Purchasing Resources. When the Theater Commander establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), Joint Acquisition Review Board, or similar purchase review committee, the contractor will be required to coordinate purchases of items or labor designated as limited in the Theater of Operations. The Contractor shall not purchase any local procures item until the contractors have reviewed the Contracting Support Plan (CSP) issued by the Theater PARC for items that are restricted by the Theater Commander for mission success.

(y) Special legal. Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes applies to contractor employees deployed OCONUS.

(z) Security and Background Checks. The Contractor shall ensure all applicable security and backgrounds are performed on all personnel (to include subcontractor personnel) in support of this contract.

(End of Clause)

CONTINUATION SHEET

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CONTRACT CLAUSES

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.202-1	DEFINITIONS	DEC/2001
2	52.203-3	GRATUITIES	APR/1984
3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
7	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
8	52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
10	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
11	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
12	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
13	52.222-3	CONVICT LABOR	JUN/2003
14	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
15	52.222-26	EQUAL OPPORTUNITY	APR/2002
16	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
17	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
18	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
19	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
20	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	OCT/2003
21	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
22	52.232-1	PAYMENTS	APR/1984
23	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
24	52.232-17	INTEREST	JUN/1996
25	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
26	52.232-25	PROMPT PAYMENT	OCT/2003
27	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
28	52.233-1	DISPUTES	JUL/2002
29	52.233-3	PROTEST AFTER AWARD	AUG/1996
30	52.242-13	BANKRUPTCY	JUL/1995
31	52.243-1	CHANGES - FIXED-PRICE - ALTERNATE III	APR/1984
32	52.243-2	CHANGES - COST-REIMBURSEMENT - ALTERNATE I	APR/1984
33	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
34	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2003
35	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
36	52.248-1	VALUE ENGINEERING	FEB/2000
37	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
38	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
39	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
40	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
41	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
42	252.204-7000 DFARS	DISCLOSURE OF INFORMATION	DEC/1991
43	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
44	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2001
45	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
46	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
47	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
48	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
49	252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC	OCT/2003

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	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
	DFARS	ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003)	
50	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
51	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
52	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
53	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 BEFORE THE END OF THE PERIOD.

(End of Clause)

(IF6072)

54	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
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(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

55	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
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(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such

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prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

56 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

57 52.227-1 AUTHORIZATION AND CONSENT JUL/1995

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the

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Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of Clause)

(IF7220)

58

52.252-6

AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

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

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)

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Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
2	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
3	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
4	252.209-7004 DFARS	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
5	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
6	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS - ALTERNATE I	APR/2002

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330

(2) The small business size standard is N/A.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it _____ is, _____ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it _____ is, _____ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it _____ is, _____ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that -

(i) it
___ is
___ is not

a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it

___ is
___ is not

a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that -

(i) it
___ is
___ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it
___ is
___ is not

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:

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Name of Offeror or Contractor:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision -

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) NOT less than 51 percent of which is owned by one or more service-disabled veterans, or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veteran (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

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(End of provision)

(KF6014)

7 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION APR/1985

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not knowingly be disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraph (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

(KF7005)

8 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, DEC/2001
AND OTHER RESPONSIBILITY MATTERS

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ()
are not ()

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ()
have not (),

within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement,

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theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasions, or receiving stolen property; and

(C) Are ()
are not ()

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ()
has not (),

within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the subject to prosecution under section 1001 title 18 United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

(KF7038)

9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

(KF7057)

10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that (a) it
() has developed and has on file,
() has not developed and does not have on file,

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at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it
() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

(KF7020)

Name of Offeror or Contractor:

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	MAY/2001
2	52.233-2	SERVICE OF PROTEST	AUG/1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from JOYCE L. KLEIN. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LF6255)

3	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of Provision)

(LF7015)

4	52.215-4510 TACOM-RI	ELECTRONIC BIDS/OFFERS	NOV/2001
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1. Bids/offers and Quotes to the government shall be signed by a MEMBER OF THE FIRM AUTHORIZED TO BIND THE COMPANY. This requirement is in accordance with (IAW) Federal Acquisition Regulation (FAR) 4.102.

2. Bidders/Offerors/Quoters are required to submit their bids/offers/quotes for this solicitation via electronic response on the TACOM-RI Business Opportunities, open Solicitations web page, or via facsimile (datafax) to 309/782-2047.

NOTE: ELECTRONIC RESPONSES: You may submit multiple files against a solicitation. However, all the files must only pertain to the one solicitation. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately and must be properly identified.

FACSIMILE RESPONSES: Facsimile bids or offers should only be sent to our secure facsimile machine at Area Code 309 782-2047. Each complete quote/bid/proposal in response to a solicitation must be submitted individually/separately against that solicitation, and must be properly identified.

TACOM-RI will not be responsible for electronic or facsimile responses that are not submitted correctly and/or are improperly identified.

3. Prior to submission of your bid/offer and quotes, read the latest electronic bid/proposal instructions at web page:

<https://aaisbids.ria.army.mil> and click on the icon for additional information.

4. Assuming that your bid/proposal/quote was transmitted successfully electronically, you will receive the following message:

"A directory for your Cage Code, XXXX was created under Solicitation DAAE20XXXXXX, and your file was moved to it. If you have any

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Name of Offeror or Contractor:

other files to send, use the "Back" arrow on your browser. IF YOU EXPERIENCE ANY PROBLEMS WITH THIS PROCESS, CONTACT THE CONTRACT SPECIALIST LISTED ON THE OPEN SOLICITATION PAGE.

<https://aais.ria.army.mil/aais/Padds_web/index.html>."

5. If you receive an error message of any type, your bid/proposal/quote was not transmitted and must be resubmitted if you wish it to be considered for award. You may resubmit by repeating the steps for electronic submittal or by data-faxing your bid/proposal/quote to Area Code (309)782-2047.

6. Bids/Proposals/Quotes must arrive in their entirety by the time specified in the solicitation. Bidders/Offerors/Quoters bear the responsibility of timely transmission of their bids/offers/quotes to ensure the availability of an open transmission line and to take into consideration the length of time required to complete the required upload transaction prior to the time established in the solicitation.

(End of Provision)

(LS7011)

5 52.215-4511 ELECTRONIC AWARD NOTICE FEB/2002
 TACOM RI

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

b. Notice of award to the awardee will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Federal Business Opportunities (FedBusOpps) or electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the FedBusOpps to determine if an award has been made. In this event, the vendor's failure to check the FedBusOpps to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

(End of Provision)

(LS7013)

SECTION L: PRICE

1. THE OFFEROR SHALL ENTER A FIRM FIXED PRICE FOR EACH YEAR FOR CLIN 0001 ON ATTACHMENT 001. THE FIRM-FIXED PRICE FOR CLIN 0001 WILL BE BINDING.

2. THE OFFEROR SHALL ENTER ESTIMATED PRICES FOR THE COSTS OF TRAVEL, AS OUTLINED IN SECTION C, FOR CLIN 0002 FOR ALL THREE YEARS ON ATTACHMENT 001.

3. THE OFFEROR SHALL ENTER A FIRM FIXED PRICE, DETERMINED BY THE HOURLY RATE FOR EACH YEAR TIMES 1.5 AND MULTIPLYING THAT TOTAL BY 208 FOR CLIN 0003 ON ATTACHMENT 001.

4. THE GOVERNMENT RESERVES THE RIGHT TO REQUEST THE SUBMISSION OF ANY DATA NECESSARY TO VALIDATE THE REASONABLENESS OF AN OFFER.

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*** END OF NARRATIVE L 001 ***

CONTINUATION SHEET

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Name of Offeror or Contractor:

EVALUATION FACTORS FOR AWARD

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.217-5	EVALUATION OF OPTIONS	JUL/1990

a. The Government will evaluate offers for award purposes by adding the total price for the evaluated option to the total price for the basic requirement. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes. Evaluation of options will not obligate the Government to exercise the option(s).

b. If varying prices, depending on the quantities actually ordered and the dates when ordered, are submitted for the evaluated option, the Government will evaluate the total evaluated option quantity by using the highest option price offered.

c. If an offeror takes exception to the evaluated option, the Government may reject that offer as nonresponsive/unacceptable.

(End of Provision)

(MF7009)

M-2 FURTHER EVALUATION INFORMATION

1. PLEASE NOTE THAT IN REFERENCE TO CLAUSE 52.217-5, EVALUATION OF OPTIONS, ABOVE, THE GOVERNMENT WILL ADD THE TRAVEL COST LINES, CLIN 0002, FOR 3 YEARS AND THE OVERTIME COSTS, CLIN 0003, FOR 3 YEARS TO THE TOTAL EVALUATED PRICE AS DETERMINED IN THE CLAUSE ABOVE.

2. IN ADDITION TO THE COST FACTOR OF PRICE, THE NON-PRICE FACTOR OF PAST PERFORMANCE WILL BE EVALUATED. THE GOVERNMENT WILL OBTAIN PAST PERFORMANCE INFORMATION FROM VARIOUS SOURCES, SUCH AS PREVIOUS CONTRACT HISTORY AND EXPERIENCE, THE PRE-AWARD MONITOR, ETC. (NOT ALL INCLUSIVE). OFFERORS SHALL NOT SUBMIT PAST-PERFORMANCE INFORMATION. ALL NON-PRICE EVALUATIONS WILL BE MADE ON A GO/NO GO BASIS.

*** END OF NARRATIVE M 001 ***