

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)			RATING		PAGE OF PAGES 1 104			
2. CONTRACT (Proc. Inst. Ident.) NO. W91151-04-D-0018		3. EFFECTIVE DATE 12 Aug 2004		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. W33FYJ-2044-NJ53						
5. ISSUED BY ACA, FORT HOOD CONTRACTING COMMAND 761ST TANK BATTALION AVE BUILDING 1001, ROOM W103 FORT HOOD TX 76544		CODE W91151	6. ADMINISTERED BY (If other than Item 5) See Item 5					CODE		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) LEAR SIEGLER SERVICES INC THOMAS S. WALTER 900 CLOPPER ROAD SUITE 200 GAITHERSBURG MD 20878-1369				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days				
CODE 08MB5		FACILITY CODE 08MB5		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Block 12				
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS PAYMENT OFFICE TO BE ESTABLISHED ON EACH INDIVIDUAL TASK ORDER. TX					CODE AVJAMS		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(e)()				14. ACCOUNTING AND APPROPRIATION DATA						
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT				
SEE SCHEDULE										
15G. TOTAL AMOUNT OF CONTRACT								\$0.00		
16. TABLE OF CONTENTS										
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE										
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)					18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <u>DABK15-03-R-0002-0006</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.					
19A. NAME AND TITLE OF SIGNER (Type or print)					20A. NAME AND TITLE OF CONTRACTING OFFICER E. REBECCA COON / CONTRACTING OFFICER TEL: 254-287-5479 EMAIL: rebecca.coon@us.army.mil					
19B. NAME OF CONTRACTOR			19C. DATE SIGNED		20B. UNITED STATES OF AMERICA			20C. DATE SIGNED		
BY _____ (Signature of person authorized to sign)					BY <u>E. Rebecca Coon</u> (Signature of Contracting Officer)			13-Aug-2004		

Section SF 30 - BLOCK 14 CONTINUATION PAGE

NOTICE TO AWARDEE

Award Continued from Item 15a of SF 26.

Lear Siegler Services Inc

1. Lear Siegler Services proposal dated July 2003 and final dated March 2004 resulting from Solicitation DABK15-03-R-0002 is accepted for this requirement. The contractor's technical solutions required in accordance with Section L of the solicitation are hereby accepted for award. The rate tables are hereby incorporated by reference.
2. Sections K, L and M are hereby incorporated by reference and made a part of the award.
3. This is an Indefinite Quantity Indefinite Delivery (IDIQ). The guaranteed minimum for this requirement is \$10,000 and is applicable ONLY to the base period of performance. There is no guaranteed minimum applicable to any task orders issued during any option period. Funds will be obligated on individual Task Orders.
4. The period of performance of the contract is Base Period of Performance 15 August 2004 through 14 August 2005. There are nine one-year option periods beginning 15 August 2005, if exercised the contract period ends 14 August 2014.
5. The rates submitted on the Labor Rate Tables may be used as a benchmark ceiling to develop task order price proposals; however, each task order price may be negotiated.
6. Ordering procedures, preparation of vouchers and billing instructions are described in Section G. Invoicing procedures will be addressed in each individual Task Order.

Section B - Supplies or Services and Prices

SECTION B

B.1. MINIMUM AND MAXIMUM AMOUNTS, INDEFINITE-DELIVERY-INDEFINITE-QUANTITY

a. This is an Indefinite-Delivery-Indefinite-Quantity (IDIQ), contracts utilizing Time and Material (T&M), and Firm-Fixed-Price (FFP) Task Orders in accordance with FAR 16.500. Total contract dollars placed against all Task Orders issued under the Base Period and any exercised Option Periods shall not exceed \$2,000,000,000.00 over ten (10) years (12-month base period and nine 12-month option periods). The guaranteed minimum is \$10,000.00 for each of the awardees, but the guaranteed minimum applies ONLY TO THE BASE PERIOD. There is no guaranteed minimum applicable to any Task Orders issued under any option periods nor is there a guarantee that any of the potential Option Periods will ever be exercised.

b. The maximum obligation amount for all task orders issued under this requirement will not exceed \$2,000,000,000.00. This amount encompasses ALL contracts, regardless of the number of awardees, and includes any options that may be exercised.

c. The Contracting Officer's decision to issue a Task Order to a particular awardee will be based on the criteria stated in this contract and in compliance with all applicable Federal Acquisition Regulation guidelines, together with Defense Federal Acquisition Regulation (DFARS) and other applicable Supplements.

B.2 SUPPLIES/SERVICES AND PRICES

a. The contractor, acting as an independent contractor and not as an agent of the Government, shall furnish all personnel, facilities, support, and management necessary to provide the services as set forth below in accordance with the Performance Work Statement (PWS) in Section C.

b. Direct Labor Rates specified in the contract can be used on either Time and Materials (T&M) or Firm Fixed Price (FFP) Task Orders. The rate categories identified in the sub-paragraphs below shall be used in the construction of future orders. Actual contract negotiated rates will be peculiar to the Fort Stewart, GA area while Task Order rates shall be adjusted for the specific performance location identified in each autonomous Task Order. Adjustments may be made using tools such as <http://www.homefair.com>, however, adjusted rates using this or similar tools are still subject to approval by the Contracting Officer. The Government recognizes work may be required occasionally for which the contractor can be expected to incur markedly different costs than are normally incurred. For example, work designated for performance Outside the Continental United States (OCONUS) may involve relocation of employees or hiring of new employees in a labor market different than that originally proposed. Those additional costs that cannot be appropriately charged under the Other Direct Costs (ODC) will be examined on a case-by-case basis, and appropriate pricing arrangements will be negotiated at that time. Service Contract Act/Department of Labor Rates do not apply to OCONUS Task Orders.

c. Labor – The Labor Rate Tables, Technical Exhibits B (Off-site) and C (On-site), includes contractor's direct and indirect operating costs and applicable overhead rate for each skill classification based on the Fort Stewart, Georgia Wage Determination located at Technical Exhibit D.

d. Other Direct Costs (ODCs) – ODCs consist of travel and materials or labor hours and may consist of subcontractor costs.

e. Burdens – Offerors shall identify the Total Burden (including Profit) to be applied to FFP and T&M Task Orders.

B.3. SCOPE: Services and Prices ordered under this IDIQ contract shall be set forth in each Task Order issued.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED

AVJAMSS SERVICES (FFP)
 FFP
 SERVICES - INITIAL CONTRACT PERIOD 15 AUG 2004 THRU 14 AUG 2005
 PROVIDE AVIATION JOINT ADMINISTRATIVE MANAGEMENT SUPPORT SERVICES (AVJAMSS) IN ACCORDANCE WITH THE ATTACHED PERFORMANCE BASED WORK STATEMENT, TASK ORDER REQUIREMENTS, AND APPLICABLE TERMS AND CONDITIONS. INCLUDES LABOR, MATERIALS, AND OTHER DIRECT COSTS. PLACE HOLDER CLIN FOR ISSUANCE OF FIRM FIXED PRICE TASK ORDERS. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53

MAX
NET AMT

UNDEFINED

ACRN ZZ Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

AVJAMSS SERVICES (T&M)

T&M

SERVICES - INITIAL CONTRACT PERIOD 15 AUG 2004 THRU 14 AUG 2005
 PROVIDE AVIATION JOINT ADMINISTRATIVE MANAGEMENT SUPPORT SERVICES (AVJAMSS) IN ACCORDANCE WITH THE ATTACHED PERFORMANCE BASED WORK STATEMENT, TASK ORDER REQUIREMENTS, AND APPLICABLE TERMS AND CONDITIONS. PLACE HOLDER CLIN (AND SUBCLINS) FOR ISSUANCE OF TIME AND MATERIAL TASK ORDERS.

PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53

TOT MAX PRICE \$0.00

CEILING PRICE

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AA		150,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED

LABOR (T&M)

T&M

SERVICES - TOTAL STRAIGHT TIME LABOR ON A T&M TASK ORDER.

PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53

TOT MAX PRICE \$0.00 NTE

CEILING PRICE

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AB		5,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED

MATERIALS (T&M)

T&M

SERVICES - TOTAL CONTRACTOR FURNISHED MATERIALS ON A T&M TASK ORDER, IF APPLICABLE.

PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53

TOT MAX PRICE \$0.00 NTE

CEILING PRICE

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AC		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED

OTHER DIRECT COSTS (T&M)

T&M

SERVICES - TOTAL OTHER DIRECT COSTS (ODCs) ON A T&M TASK ORDER, IF APPLICABLE.

PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53

TOT MAX PRICE \$0.00 NTE

CEILING PRICE

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002AD		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
	PREMIUM LABOR (T&M)				
	T&M				
	SERVICES - TOTAL OVERTIME LABOR ON A T&M TASK ORDER, IF APPLICABLE.				
	PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE	\$0.00 NTE
				CEILING PRICE	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	AVJAMSS SERVICES (FFP)				
	FFP				
	SERVICES - FIRST OPTION PERIOD - 15 AUG 2005 THRU 14 AUG 2006				
	PROVIDE AVIATION JOINT ADMINISTRATIVE MANAGEMENT				
	SUPPORT SERVICES (AVJAMSS) IN ACCORDANCE WITH THE				
	ATTACHED PERFORMANCE BASED WORK STATEMENT, TASK ORDER				
	REQUIREMENTS, AND APPLICABLE TERMS AND CONDITIONS.				
	INCLUDES LABOR, MATERIALS, AND OTHER DIRECT COSTS. PLACE				
	HOLDER CLIN FOR ISSUANCE OF FIRM FIXED PRICE TASK ORDERS.				
	PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				MAX NET AMT	UNDEFINED
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	AVJAMSS SERVICES (T&M) T&M SERVICES - FIRST OPTION PERIOD - 15 AUG 2005 THRU 14 AUG 2006 PROVIDE AVIATION JOINT ADMINISTRATIVE MANAGEMENT SUPPORT SERVICES (AVJAMSS) IN ACCORDANCE WITH THE ATTACHED PERFORMANCE BASED WORK STATEMENT, TASK ORDER REQUIREMENTS, AND APPLICABLE TERMS AND CONDITIONS. PLACE HOLDER CLIN (AND SUBCLINS) FOR ISSUANCE OF TIME AND MATERIAL TASK ORDERS. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE	\$0.00
				CEILING PRICE	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002AA		150,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	LABOR (T&M) T&M SERVICES - TOTAL STRAIGHT TIME LABOR ON A T&M TASK ORDER. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE	\$0.00 NTE
				CEILING PRICE	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002AB		5,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION MATERIALS (T&M)
T&M
SERVICES - TOTAL CONTRACTOR FURNISHED MATERIALS ON A T&M TASK ORDER, IF APPLICABLE.
PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53

TOT MAX PRICE \$0.00 NTE
CEILING PRICE

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002AC		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION OTHER DIRECT COSTS (T&M)
T&M
SERVICES - TOTAL OTHER DIRECT COSTS (ODCs) ON A T&M TASK ORDER, IF APPLICABLE.
PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53

TOT MAX PRICE \$0.00 NTE
CEILING PRICE

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002AD		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	PREMIUM LABOR (T&M) T&M SERVICES - TOTAL OVERTIME LABOR ON A T&M TASK ORDER, IF APPLICABLE. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE CEILING PRICE	\$0.00 NTE
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	AVJAMSS SERVICES (FFP) FFP SERVICES - SECOND OPTION PERIOD - 15 AUG 2006 THRU 14 AUG 2007 PROVIDE AVIATION JOINT ADMINISTRATIVE MANAGEMENT SUPPORT SERVICES (AVJAMSS) IN ACCORDANCE WITH THE ATTACHED PERFORMANCE BASED WORK STATEMENT, TASK ORDER REQUIREMENTS, AND APPLICABLE TERMS AND CONDITIONS. INCLUDES LABOR, MATERIALS, AND OTHER DIRECT COSTS. PLACE HOLDER CLIN FOR ISSUANCE OF FIRM FIXED PRICE TASK ORDERS. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				MAX NET AMT	UNDEFINED
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	AVJAMSS SERVICES (T&M) T&M SERVICES - SECOND OPTION PERIOD - 15 AUG 2006 THRU 14 AUG 2007 PROVIDE AVIATION JOINT ADMINISTRATIVE MANAGEMENT SUPPORT SERVICES (AVJAMSS) IN ACCORDANCE WITH THE ATTACHED PERFORMANCE BASED WORK STATEMENT, TASK ORDER REQUIREMENTS, AND APPLICABLE TERMS AND CONDITIONS. PLACE HOLDER CLIN (AND SUBCLINS) FOR ISSUANCE OF TIME AND MATERIAL TASK ORDERS. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE	\$0.00
				CEILING PRICE	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002AA		150,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	LABOR (T&M) T&M SERVICES - TOTAL STRAIGHT TIME LABOR ON A T&M TASK ORDER. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE	\$0.00 NTE
				CEILING PRICE	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002AB		5,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION MATERIALS (T&M)
T&M
SERVICES - TOTAL CONTRACTOR FURNISHED MATERIALS ON A T&M TASK ORDER, IF APPLICABLE.
PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53

TOT MAX PRICE \$0.00 NTE
CEILING PRICE

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002AC		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION OTHER DIRECT COSTS (T&M)
T&M
SERVICES - TOTAL OTHER DIRECT COSTS (ODCs) ON A T&M TASK ORDER, IF APPLICABLE.
PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53

TOT MAX PRICE \$0.00 NTE
CEILING PRICE

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002AD		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	PREMIUM LABOR (T&M) T&M SERVICES - TOTAL OVERTIME LABOR ON A T&M TASK ORDER, IF APPLICABLE. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE CEILING PRICE	\$0.00 NTE
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	AVJAMSS SERVICES (FFP) FFP SERVICES - THIRD OPTION PERIOD - 15 AUG 2007 THRU 14 AUG 2008 PROVIDE AVIATION JOINT ADMINISTRATIVE MANAGEMENT SUPPORT SERVICES (AVJAMSS) IN ACCORDANCE WITH THE ATTACHED PERFORMANCE BASED WORK STATEMENT, TASK ORDER REQUIREMENTS, AND APPLICABLE TERMS AND CONDITIONS. INCLUDES LABOR, MATERIALS, AND OTHER DIRECT COSTS. PLACE HOLDER CLIN FOR ISSUANCE OF FIRM FIXED PRICE TASK ORDERS. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				MAX NET AMT	UNDEFINED
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	AVJAMSS SERVICES (T&M) T&M SERVICES - THIRD OPTION PERIOD - 15 AUG 2007 THRU 14 AUG 2008 PROVIDE AVIATION JOINT ADMINISTRATIVE MANAGEMENT SUPPORT SERVICES (AVJAMSS) IN ACCORDANCE WITH THE ATTACHED PERFORMANCE BASED WORK STATEMENT, TASK ORDER REQUIREMENTS, AND APPLICABLE TERMS AND CONDITIONS. PLACE HOLDER CLIN (AND SUBCLINS) FOR ISSUANCE OF TIME AND MATERIAL TASK ORDERS. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE	\$0.00
				CEILING PRICE	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002AA		150,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	LABOR (T&M) T&M SERVICES - TOTAL STRAIGHT TIME LABOR ON A T&M TASK ORDER. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE	\$0.00 NTE
				CEILING PRICE	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002AB		5,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION MATERIALS (T&M)
T&M
SERVICES - TOTAL CONTRACTOR FURNISHED MATERIALS ON A T&M TASK ORDER, IF APPLICABLE.
PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53

TOT MAX PRICE \$0.00 NTE
CEILING PRICE

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002AC		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION OTHER DIRECT COSTS (T&M)
T&M
SERVICES - TOTAL OTHER DIRECT COSTS (ODCs) ON A T&M TASK ORDER, IF APPLICABLE.
PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53

TOT MAX PRICE \$0.00 NTE
CEILING PRICE

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002AD		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	PREMIUM LABOR (T&M) T&M SERVICES - TOTAL OVERTIME LABOR ON A T&M TASK ORDER, IF APPLICABLE. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE CEILING PRICE	\$0.00 NTE
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	AVJAMSS SERVICES (FFP) FFP SERVICES - FOURTH OPTION PERIOD - 15 AUG 2008 THRU 14 AUG 2009 PROVIDE AVIATION JOINT ADMINISTRATIVE MANAGEMENT SUPPORT SERVICES (AVJAMSS) IN ACCORDANCE WITH THE ATTACHED PERFORMANCE BASED WORK STATEMENT, TASK ORDER REQUIREMENTS, AND APPLICABLE TERMS AND CONDITIONS. INCLUDES LABOR, MATERIALS, AND OTHER DIRECT COSTS. PLACE HOLDER CLIN FOR ISSUANCE OF FIRM FIXED PRICE TASK ORDERS. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				MAX NET AMT	UNDEFINED
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION AVJAMSS SERVICES (T&M)
T&M
SERVICES - FOURTH OPTION PERIOD - 15 AUG 2008 THRU 14 AUG 2009
PROVIDE AVIATION JOINT ADMINISTRATIVE MANAGEMENT SUPPORT SERVICES (AVJAMSS) IN ACCORDANCE WITH THE ATTACHED PERFORMANCE BASED WORK STATEMENT, TASK ORDER REQUIREMENTS, AND APPLICABLE TERMS AND CONDITIONS. PLACE HOLDER CLIN (AND SUBCLINS) FOR ISSUANCE OF TIME AND MATERIAL TASK ORDERS.
PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53

TOT MAX PRICE \$0.00

CEILING PRICE

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002AA		150,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION LABOR (T&M)
T&M
SERVICES - TOTAL STRAIGHT TIME LABOR ON A T&M TASK ORDER.
PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53

TOT MAX PRICE \$0.00 NTE

CEILING PRICE

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002AB		5,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION MATERIALS (T&M)
T&M
SERVICES - TOTAL CONTRACTOR FURNISHED MATERIALS ON A T&M TASK ORDER, IF APPLICABLE.
PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53

TOT MAX PRICE \$0.00 NTE
CEILING PRICE

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002AC		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION OTHER DIRECT COSTS (T&M)
T&M
SERVICES - TOTAL OTHER DIRECT COSTS (ODCs) ON A T&M TASK ORDER, IF APPLICABLE.
PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53

TOT MAX PRICE \$0.00 NTE
CEILING PRICE

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002AD		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	PREMIUM LABOR (T&M) T&M SERVICES - TOTAL OVERTIME LABOR ON A T&M TASK ORDER, IF APPLICABLE. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE CEILING PRICE	\$0.00 NTE
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5001		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	AVJAMSS SERVICES (FFP) FFP SERVICES - FIFTH OPTION PERIOD - 15 AUG 2009 THRU 14 AUG 2010 PROVIDE AVIATION JOINT ADMINISTRATIVE MANAGEMENT SUPPORT SERVICES (AVJAMSS) IN ACCORDANCE WITH THE ATTACHED PERFORMANCE BASED WORK STATEMENT, TASK ORDER REQUIREMENTS, AND APPLICABLE TERMS AND CONDITIONS. INCLUDES LABOR, MATERIALS, AND OTHER DIRECT COSTS. PLACE HOLDER CLIN FOR ISSUANCE OF FIRM FIXED PRICE TASK ORDERS. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				MAX NET AMT	UNDEFINED
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5002		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	AVJAMSS SERVICES (T&M) T&M SERVICES - FIFTH OPTION PERIOD - 15 AUG 2009 THRU 14 AUG 2010 PROVIDE AVIATION JOINT ADMINISTRATIVE MANAGEMENT SUPPORT SERVICES (AVJAMSS) IN ACCORDANCE WITH THE ATTACHED PERFORMANCE BASED WORK STATEMENT, TASK ORDER REQUIREMENTS, AND APPLICABLE TERMS AND CONDITIONS. PLACE HOLDER CLIN (AND SUBCLINS) FOR ISSUANCE OF TIME AND MATERIAL TASK ORDERS. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE	\$0.00
				CEILING PRICE	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5002AA		150,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	LABOR (T&M) T&M SERVICES - TOTAL STRAIGHT TIME LABOR ON A T&M TASK ORDER. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE	\$0.00 NTE
				CEILING PRICE	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5002AB		5,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION MATERIALS (T&M)
T&M
SERVICES - TOTAL CONTRACTOR FURNISHED MATERIALS ON A T&M TASK ORDER, IF APPLICABLE.
PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53

TOT MAX PRICE \$0.00 NTE
CEILING PRICE

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5002AC		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION OTHER DIRECT COSTS (T&M)
T&M
SERVICES - TOTAL OTHER DIRECT COSTS (ODCs) ON A T&M TASK ORDER, IF APPLICABLE.
PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53

TOT MAX PRICE \$0.00 NTE
CEILING PRICE

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5002AD		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	PREMIUM LABOR (T&M) T&M SERVICES - TOTAL OVERTIME LABOR ON A T&M TASK ORDER, IF APPLICABLE. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE CEILING PRICE	\$0.00 NTE
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6001		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	AVJAMSS SERVICES (FFP) FFP SERVICES -SIXTH OPTION PERIOD - 15 AUG 2010 THRU 14 AUG 2011 PROVIDE AVIATION JOINT ADMINISTRATIVE MANAGEMENT SUPPORT SERVICES (AVJAMSS) IN ACCORDANCE WITH THE ATTACHED PERFORMANCE BASED WORK STATEMENT, TASK ORDER REQUIREMENTS, AND APPLICABLE TERMS AND CONDITIONS. INCLUDES LABOR, MATERIALS, AND OTHER DIRECT COSTS. PLACE HOLDER CLIN FOR ISSUANCE OF FIRM FIXED PRICE TASK ORDERS. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				MAX NET AMT	UNDEFINED
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6002		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	AVJAMSS SERVICES (T&M) T&M SERVICES - SIXTH OPTION PERIOD - 15 AUG 2010 THRU 14 AUG 2011 PROVIDE AVIATION JOINT ADMINISTRATIVE MANAGEMENT SUPPORT SERVICES (AVJAMSS) IN ACCORDANCE WITH THE ATTACHED PERFORMANCE BASED WORK STATEMENT, TASK ORDER REQUIREMENTS, AND APPLICABLE TERMS AND CONDITIONS. PLACE HOLDER CLIN (AND SUBCLINS) FOR ISSUANCE OF TIME AND MATERIAL TASK ORDERS. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE	\$0.00
				CEILING PRICE	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6002AA		150,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	LABOR (T&M) T&M SERVICES - TOTAL STRAIGHT TIME LABOR ON A T&M TASK ORDER. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE	\$0.00 NTE
				CEILING PRICE	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6002AB		5,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	MATERIALS (T&M) T&M SERVICES - TOTAL CONTRACTOR FURNISHED MATERIALS ON A T&M TASK ORDER, IF APPLICABLE. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE	\$0.00 NTE
				CEILING PRICE	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6002AC		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	OTHER DIRECT COSTS (T&M) T&M SERVICES - TOTAL OTHER DIRECT COSTS (ODCs) ON A T&M TASK ORDER, IF APPLICABLE. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE	\$0.00 NTE
				CEILING PRICE	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6002AD		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	PREMIUM LABOR (T&M) T&M SERVICES - TOTAL OVERTIME LABOR ON A T&M TASK ORDER, IF APPLICABLE. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE CEILING PRICE	\$0.00 NTE
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7001		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	AVJAMSS SERVICES (FFP) FFP SERVICES - SEVENTH OPTION PERIOD -15 AUG 2011 THRU 14 AUG 2012 PROVIDE AVIATION JOINT ADMINISTRATIVE MANAGEMENT SUPPORT SERVICES (AVJAMSS) IN ACCORDANCE WITH THE ATTACHED PERFORMANCE BASED WORK STATEMENT, TASK ORDER REQUIREMENTS, AND APPLICABLE TERMS AND CONDITIONS. INCLUDES LABOR, MATERIALS, AND OTHER DIRECT COSTS. PLACE HOLDER CLIN FOR ISSUANCE OF FIRM FIXED PRICE TASK ORDERS. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				MAX NET AMT	UNDEFINED
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7002		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	AVJAMSS SERVICES (T&M) T&M SERVICES - SEVENTH OPTION PERIOD - 15 AUG 2011 THRU 14 AUG 2012 PROVIDE AVIATION JOINT ADMINISTRATIVE MANAGEMENT SUPPORT SERVICES (AVJAMSS) IN ACCORDANCE WITH THE ATTACHED PERFORMANCE BASED WORK STATEMENT, TASK ORDER REQUIREMENTS, AND APPLICABLE TERMS AND CONDITIONS. PLACE HOLDER CLIN (AND SUBCLINS) FOR ISSUANCE OF TIME AND MATERIAL TASK ORDERS. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE	\$0.00
				CEILING PRICE	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7002AA		150,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	LABOR (T&M) T&M SERVICES - TOTAL STRAIGHT TIME LABOR ON A T&M TASK ORDER. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE	\$0.00 NTE
				CEILING PRICE	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7002AB		5,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION MATERIALS (T&M)
T&M
SERVICES - TOTAL CONTRACTOR FURNISHED MATERIALS ON A T&M TASK ORDER, IF APPLICABLE.
PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53

TOT MAX PRICE \$0.00 NTE
CEILING PRICE

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7002AC		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION OTHER DIRECT COSTS (T&M)
T&M
SERVICES - TOTAL OTHER DIRECT COSTS (ODCs) ON A T&M TASK ORDER, IF APPLICABLE.
PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53

TOT MAX PRICE \$0.00 NTE
CEILING PRICE

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7002AD		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	PREMIUM LABOR (T&M) T&M SERVICES - TOTAL OVERTIME LABOR ON A T&M TASK ORDER, IF APPLICABLE. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE CEILING PRICE	\$0.00 NTE
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
8001		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	AVJAMSS SERVICES (FFP) FFP SERVICES - EIGHTH OPTION PERIOD -15 AUG 2012 THRU 14 AUG 2013 PROVIDE AVIATION JOINT ADMINISTRATIVE MANAGEMENT SUPPORT SERVICES (AVJAMSS) IN ACCORDANCE WITH THE ATTACHED PERFORMANCE BASED WORK STATEMENT, TASK ORDER REQUIREMENTS, AND APPLICABLE TERMS AND CONDITIONS. INCLUDES LABOR, MATERIALS, AND OTHER DIRECT COSTS. PLACE HOLDER CLIN FOR ISSUANCE OF FIRM FIXED PRICE TASK ORDERS. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				MAX NET AMT	UNDEFINED
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
8002		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	AVJAMSS SERVICES (T&M) T&M SERVICES - EIGHTH OPTION PERIOD - 15 AUG 2012 THRU 14 AUG 2013 PROVIDE AVIATION JOINT ADMINISTRATIVE MANAGEMENT SUPPORT SERVICES (AVJAMSS) IN ACCORDANCE WITH THE ATTACHED PERFORMANCE BASED WORK STATEMENT, TASK ORDER REQUIREMENTS, AND APPLICABLE TERMS AND CONDITIONS. PLACE HOLDER CLIN (AND SUBCLINS) FOR ISSUANCE OF TIME AND MATERIAL TASK ORDERS. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE	\$0.00
				CEILING PRICE	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
8002AA		150,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	LABOR (T&M) T&M SERVICES - TOTAL STRAIGHT TIME LABOR ON A T&M TASK ORDER. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE	\$0.00 NTE
				CEILING PRICE	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
8002AB		5,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION MATERIALS (T&M)
T&M
SERVICES - TOTAL CONTRACTOR FURNISHED MATERIALS ON A T&M TASK ORDER, IF APPLICABLE.
PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53

TOT MAX PRICE \$0.00 NTE
CEILING PRICE

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
8002AC		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION OTHER DIRECT COSTS (T&M)
T&M
SERVICES - TOTAL OTHER DIRECT COSTS (ODCs) ON A T&M TASK ORDER, IF APPLICABLE.
PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53

TOT MAX PRICE \$0.00 NTE
CEILING PRICE

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
8002AD		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	PREMIUM LABOR (T&M) T&M SERVICES - TOTAL OVERTIME LABOR ON A T&M TASK ORDER, IF APPLICABLE. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE CEILING PRICE	\$0.00 NTE
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9001		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	AVJAMSS SERVICES (FFP) FFP SERVICES - NINTH OPTION PERIOD - 15 AUG 2013 THRU 14 AUG 2014 PROVIDE AVIATION JOINT ADMINISTRATIVE MANAGEMENT SUPPORT SERVICES (AVJAMSS) IN ACCORDANCE WITH THE ATTACHED PERFORMANCE BASED WORK STATEMENT, TASK ORDER REQUIREMENTS, AND APPLICABLE TERMS AND CONDITIONS. INCLUDES LABOR, MATERIALS, AND OTHER DIRECT COSTS. PLACE HOLDER CLIN FOR ISSUANCE OF FIRM FIXED PRICE TASK ORDERS. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				MAX NET AMT	UNDEFINED
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9002		UNDEFINED	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	AVJAMSS SERVICES (T&M) T&M SERVICES - NINTH OPTION PERIOD - 15 AUG 2013 THRU 14 AUG 2014 PROVIDE AVIATION JOINT ADMINISTRATIVE MANAGEMENT SUPPORT SERVICES (AVJAMSS) IN ACCORDANCE WITH THE ATTACHED PERFORMANCE BASED WORK STATEMENT, TASK ORDER REQUIREMENTS, AND APPLICABLE TERMS AND CONDITIONS. PLACE HOLDER CLIN (AND SUBCLINS) FOR ISSUANCE OF TIME AND MATERIAL TASK ORDERS. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE	\$0.00
				CEILING PRICE	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9002AA		150,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	LABOR (T&M) T&M SERVICES - TOTAL STRAIGHT TIME LABOR ON A T&M TASK ORDER. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE	\$0.00 NTE
				CEILING PRICE	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9002AB		5,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	MATERIALS (T&M) T&M SERVICES - TOTAL CONTRACTOR FURNISHED MATERIALS ON A T&M TASK ORDER, IF APPLICABLE. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE	\$0.00 NTE
				CEILING PRICE	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9002AC		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED
OPTION	OTHER DIRECT COSTS (T&M) T&M SERVICES - TOTAL OTHER DIRECT COSTS (ODCs) ON A T&M TASK ORDER, IF APPLICABLE. PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53				
				TOT MAX PRICE	\$0.00 NTE
				CEILING PRICE	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9002AD		50,000,000	Dollars, U.S.	UNDEFINED	UNDEFINED

OPTION PREMIUM LABOR (T&M)
T&M
SERVICES - TOTAL OVERTIME LABOR ON A T&M TASK ORDER, IF
APPLICABLE.
PURCHASE REQUEST NUMBER: W33FYJ-2044-NJ53

TOT MAX PRICE \$0.00 NTE
CEILING PRICE

Funded Amount \$0.00

FOB: Destination

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENTAVIATION JOINT ADMINISTRATIVE MANAGEMENT SUPPORT SERVICES
(AVJAMMS)

C.1. AVJAMMS is a master, indefinite delivery-indefinite quantity, task order driven contract. The contract will be structured for maximum flexibility in providing for an expedited ordering process to satisfy the needs of operational customers throughout the Army and DoD. AVJAMMS contractors will provide support in the following six task areas:

- Task 1: Task Order Management
- Task 2 : AVUM/AVIM and Selected Depot Maintenance
- Task 3 : Aviation Maintenance Management
- Task 4 : Aviation Maintenance Training
- Task 5: Aviation Supply and Warehouse Management
- Task 6. Missile, Aviation and System Support Equipment Maintenance and Modification

C.1.1. The Performance Work Statement (PWS) conveys the basic performance requirements, standards, and assessment measures that will apply to all issued AVJAMMS Task Orders (TOs). The general basis for performance standards provided in this PWS will reflect one or more of the following measures for the work to be done:

- C.1.1.1 Price (All Costs)
- C.1.1.2 Quantity (how much or how often must the service be performed)
- C.1.1.3 Quality (the required acceptable level of service)
- C.1.1.4 Timeliness (the time-frame/period of time for submission/performance)
- C.1.1.5. Past Performance

C.1.2. When prescribed in the AVJAMMS PWS, the performance standards provide the general basis for measuring the performance of each requirement associated with the standard. Where metrics are cited for any general standard, they are used for the purpose of providing examples. Within the context and scope of AVJAMMS, it is the responsibility of the TO PWS to resolve and clarify the requirements and performance standards gained from the AVJAMMS PWS. For a given subtask in the AVJAMMS PWS, the absence of performance standards infers that the issuance of the standards will be solely from the TO PWS.

C.2. TASK AREA 1: Task Order Management.

C.2.1. For all TOs, the prime contractor shall successfully manage the technical approach, organizational resources and implement management controls employed to meet the price, performance and schedule requirements throughout the execution of each TO. The performance standard to which the contractor effectively manages and executes the TO is 95% of all Task Orders are deemed successfully executed by each and every TO customer (but see paragraph G.9 in Section G and H.27 in Section H). Task Area 1 requirements shall be performed by the prime contractor.

C.2.1.1. Task Area 1 Subtask 1, Task Order Management.

Provide Contract-Level Program Management. Provide the technical and functional activities at the Contract Level needed for the Program Management of this TO. Prepare TO Management Plan describing the technical approach, organizational resources and management controls to be employed to meet the cost, performance and schedule requirements throughout TO execution. Include productivity and management methods such as Quality Assurance, Configuration Management, Work Breakdown Structuring, and Human Engineering at the Contract level. Provide the centralized administrative, clerical, documentation and related functions.

C.2.1.2. Task Area 1 Subtask 2, Task Order Management. Provide a monthly status report monitoring the quality assurance, configuration management, and security management applied to the TO as appropriate.

C.2.1.3 Task Area 1 Subtask 3, Task Order Management. Generate cost avoidance summaries for each training session, detailing all equipment listed in this PWS.

C.2.1.4. Task Area 1 Subtask 4, Task Order Management. Assist in developing, testing, reviewing, and publishing as necessary equipment management policies and procedures associated with The Army Maintenance Management System (TAMMS-A) and the TM-23 series maintenance manuals for any equipment listed in this PWS. Develop recommendations (with supporting justification) for improvements in Advanced Individual Training techniques/subject matter at the Army Aviation Center. Develop recommendations (with supporting justification) for changes to TM-23 series maintenance manuals. Develop recommendations for improvement of ULLS-A, SAMS1, and SARSS.

C.3. TASK AREA 2: Aviation Maintenance

C.3.1. Aviation Maintenance is defined as the aviation maintenance and inspection services that the contractor will perform. Background - Task responsibilities include, but are not limited to, performance of Aviation Unit Maintenance (AVUM), Aviation Intermediate Maintenance (AVIM), Limited Depot Maintenance and Repair when authorized in accordance with applicable regulations, guidance, and standards identified in each Task Order and as supported by the unit's work orders. Additional task responsibilities include, but are not limited to, performing calendar/phase inspections, inspections required by number of flight hours, special aircraft mission design series, components, or equipment. Perform weight and balance inspections, safety of flight/aviation inspections, and provide reports of inspection requirements to aviation maintenance management. All inspections will be in accordance with applicable maintenance service manuals for aircraft mission design series, components, and equipment; applicable regulations and safety messages as published.

C.3.1.1. Task Area 2 Subtask 1, Aviation Maintenance. Perform AVUM level maintenance with 100% completeness and accuracy in accordance with all applicable technical manuals, directives, and bulletins.

C.3.1.2 Task Area 2 Subtask 2, Aviation Maintenance. Provide a "flat rate" database for each repair/inspection performed. The Government reserves the right to initiate "flat rates" on the complete repairs/inspection within 10% of the moving average at a date TBD.

C.3.1.3. Task Area 2 Subtask 3, Aviation Maintenance. Perform inspections in accordance with applicable maintenance service manuals for aircraft mission design series (MDS), components and equipment. These inspections include Calendar/Phase inspections, inspections required by flight hours, special inspections, and the performance of weight and balance inspections. All inspection requirements will be reported to maintenance management. Perform AVUM level maintenance with 100% completeness and accuracy.

C.3.1.4. Task Area 2 Subtask 4, Aviation Maintenance. Perform unscheduled maintenance as identified by flight hour, calendar, special, or emergency. Repair coordination for unscheduled maintenance will be accomplished within 1 hour of notification during normal duty hours and two hours for after duty hours. Scheduled maintenance will be performed in accordance with applicable service manuals for aircraft MDS. Coordination for scheduled maintenance will be accomplished within 24 hours of notification. All inspection requirements will be reported to maintenance management.

C.3.1.5. Task Area 2 Subtask 5, Aviation Maintenance. Prepare aircraft for unit level recovery. The standard is that no other collateral damage be done to the aircraft as dictated by the situation. As applicable, notify AVIM for advanced recovery operations.

C.3.1.6. Task Area 2 Subtask 6, Aviation Maintenance. Comply with reporting requirements for maintenance and inspections performed as identified in the TO. Provide contract aircrew members as required. Personnel will meet the requirements of AR 95-20, Contractor's Flight and Ground Operations.

C.3.1.7. Task Area 2 Subtask 7, Aviation Maintenance.

- C.3.1.7.1. Perform AVIM tasks in accordance with applicable maintenance service manuals for aircraft MDS, components, and equipment.
- C.3.1.7.2 Calculate Maintenance Expenditure Limits (MEL) for components in maintenance to determine if it is economically repairable. The MEL shall be calculated to the standard identified in each Task Order.
- C.3.1.7.3. On a case-by-case basis, perform cost benefit analysis and propose repair procedures for viable candidates with a MRC of “Z, O, and F” who are not currently identified by SARSS as repairable by the host unit, SSF or the NMP.
- C.3.1.7.4. Provide a “flat rate” database for each repair/inspection performed. The Government reserves the right to initiate “flat rates” on the complete repairs/inspection within 10% of the moving average at a date TBD.
- C.3.1.8. Task Area 2 Subtask 8, Aviation Maintenance. Perform AVUM in accordance with all applicable technical manuals, bulletins, and standards.
- C.3.1.9. Task Area 2 Subtask 9, Aviation Maintenance. Perform AVIM tasks in accordance with applicable maintenance service manuals for aircraft mission design series, components and equipment.
- C.3.1.10. Task Area 2 Subtask 10, Aviation Maintenance. Perform flight recovery, sling load recovery, and aircraft recovery by ground vehicle. The standard is that no other collateral damage be done to the aircraft as dictated by the situation.
- C.3.1.11. Task Area 2 Subtask 11, Aviation Maintenance. Depot Level Maintenance and Repair shall be performed in accordance with the maintenance authorization documents provided with each task order as approved in writing by AMCOM. This task area includes but is not limited to Depot-Level or limited Depot-Level maintenance, depot modification work orders, Depot-Level airframe and component condition evaluations, and preparation of documentation required for Depot-Level task authorization.
- C.3.1.12. Task Area 2 Subtask 12, Aviation Maintenance. Maintaining records and reports required of the applicable Maintenance Management System. Reports shall be submitted in accordance with the unit’s system requirements and shall be complete and accurate in accordance with applicable regulations identified in each task order.
- C.3.1.13. Task Area 2 Subtask 13, Aviation Maintenance. Develop and provide a hazardous material storage and disposal plan that complies with the host unit requirements and applicable federal regulations identified in each task order that the contractor shall implement and maintain throughout the task order period.
- C.3.1.14. Task Area 2 Subtask 14, Aviation Maintenance. This task area requires the performance of maintenance on government-furnished ground, wheeled vehicles and aviation support equipment furnished under the contract and in accordance with applicable regulations, and specifications identified in each task order.
- C.3.1.15. Task Area 2 Subtask 15, Aviation Maintenance. Provide deployment of contract personnel as required by the customer in support of both AVUM and AVIM augmentation. Personnel will comply with all of the requirements set out in AR 715-9, Contractors Accompanying the Force; DA PAM 715-16, Contractor Deployment Guide; and FM 100-21, Contractors on the Battlefield, at all times.
- C.3.1.16 Task Area 2 Subtask 16, Aviation Maintenance. Provide contract aircrew members as required. Personnel shall meet the requirements of AR 95-20, Contractor's Flight and Ground Operations.
- C.4. TASK AREA 3: Aviation Maintenance Management.

C.4.1. This process supports the maintenance efforts of the customer. Background. Aviation maintenance management is the performance of maintenance production planning and control, quality control, and property accountability (including the preparation of all required reports) using STAMIS or other authorized automated management information systems.

C.4.1.1. Task Area 3 Subtask 1, Aviation Maintenance Management. Production Planning and Control entails the planning, management, and prioritization of work orders and task assignments, receipt, processing, and completion of work orders to be accomplished within established turnaround times identified in each task order. All actions shall be in accordance with applicable publications. Prioritization of work and scheduled maintenance shall be accomplished to achieve a unit flying hour reserve within the standards identified in the task orders. Efforts shall be directed to achieve Full Mission Capable goals and provide aircraft in sufficient quantity to enable flying hour program execution identified in the task order.

C.4.1.2. Task Area 3 Subtask 2, Aviation Maintenance Management. Plan, schedule, and determine the availability of people, tools, parts, facilities, and equipment. Prepare and submit applicable reports as identified in each TO. Coordination will be made within 24 hours of notification. Assistance for emergency technical assistance requests shall be initiated within one hour. Coordinate technical assistance and higher-level maintenance requirements. Accomplishment of these efforts shall be coordinated within 24 hours of identifying the need or as stated in the task order.

C.4.1.3. Task Area 3 Subtask 4, Aviation Maintenance Management. Provide customer liaison visits. The contractor representative shall conduct customer liaison visits a minimum of bi-weekly or as established in individual task orders.

C.4.1.4. Task Area 3 Subtask 4, Aviation Maintenance Management. Establish and maintain property accountability for the tool room, shops equipment, ground support equipment, POL and HAZMAT, repair parts, supplies and consumables.

C.4.1.5. Task Area 3 Subtask 5, Aviation Maintenance Management. Monitor, manage, and control Tech Supply operations with limited open work orders by limiting Non-Mission Capable Supply (NMCS) status to no more than the standard identified in the task order.

C.4.1.6. Task Area 3 Subtask 6, Aviation Maintenance Management. Establish and monitor the operation and maintenance of power generation and ground support operations.

C.4.1.7. Task Area 3 Subtask 7, Aviation Maintenance Management. Monitor aircraft time change component schedule to ensure replacement components are ordered in accordance with flying hour requirements with zero over-flight of Time Between Overhaul (TBOs) components or as identified in the task order.

C.4.1.8. Task Area 3 Subtask 8, Aviation Maintenance Management. Execute the Customer's Controlled Exchange Program. This task area entails the development of a management plan to fully execute the customer's controlled exchange program in compliance with all applicable standards and regulations identified in the task order.

C.4.1.9. Task Area 3, Aviation Maintenance Management, Subtask 9. Provide the coordination and supporting of all maintenance operational checks and test flights. Establish and maintain work order files and logs.

C.4.1.10. Task Area 3 Subtask 10, Aviation Maintenance Management. Provide the coordination of cross training of aviation maintenance occupational skills. The contractor shall ensure that personnel assets required to provide cross training do not conflict with unit mission requirements.

C.4.1.11. Task Area 3 Subtask 11, Aviation Maintenance Management. Provide a Quality Control Plan (QCP) to describe the technical approach, organizational resources, and management controls the contractor shall employ to perform quality control in the areas of production control and maintenance personnel to preclude work stoppage.

C.4.1.12. Task Area 3 Subtask 12, Aviation Maintenance Management. Perform aircraft, equipment, component, and sub-component acceptance, in-progress, final and special inspections. This task area includes all inspections. Inspections shall begin within 15 minutes of notification by production control that an inspection is required or as identified in the task order.

C.4.1.13. Task Area 3 Subtask 13, Aviation Maintenance Management. Manage and Maintain Aircraft Configuration Control. This task area entails completion of all aircraft, component, or equipment modifications to be done IAW applicable publications, and record all modifications, configuration changes, and/or equipment changes in appropriate historical records to the standards identified by applicable regulation or as specified in the task order.

C.4.1.14. Task Area 3 Subtask 14, Aviation Maintenance Management. Create, Maintain and Manage equipment historical records. This task area requires maintenance of historical records of aircraft in accordance with applicable regulatory guidance and as stated in the task order.

C.4.1.15. Task Area 3 Subtask 15, Aviation Maintenance Management. Maintain a Technical Library. This task area entails the maintenance of all required publications are on hand, or on order, to ensure their availability to aviation maintenance personnel.

C.4.1.16. Task Area 3 Subtask 16, Aviation Maintenance Management. Prepare and Submit Applicable Reports. This task area requires all reports to be accurate and published within established timelines identified in the task order.

C.4.1.17. Task Area 3 Subtask 17, Aviation Maintenance Management. Provide customer technical assistance within 24 hours after receipt of normal maintenance request or as established in the task order. Assistance for emergency technical assistance requests shall be initiated within one hour.

C.4.1.18. Task Area 3 Subtask 18, Aviation Maintenance Management. Maintain Government Furnished Property (GFP). This task area entails the preparation of a plan that describes the contractor's methodology to maintain accountability of all Government Furnished Property throughout the life of the task order.

C.4.1.19. Task Area 3 Subtask 19, Aviation Maintenance Management. Establish and maintain aircraft time change component schedule. Additionally, this task area entails the performance of aircraft weighing operations, calculations, and the associated record keeping.

C.4.1.20. Task Area 3 Subtask 20, Aviation Maintenance Management. Maintain an Army Oil Analysis Program (AOAP). This task area entails the preparation of a plan to describe the technical approach, organizational resources, and management controls the contractor shall employ to meet the cost, performance, and schedule requirements to establish and monitor an AOAP throughout the life of the task order. It also includes submission of samples, plan of action in the event of abnormal results, and accurately maintaining records and logs.

C.4.1.21. Task Area 3 Subtask 21, Aviation Maintenance Management. Establish and monitor a Test, Measurement, and Diagnostic Equipment (TMDE). Contractor shall maintain TMDE within the published calibration standards identified in applicable publications or regulations as identified in the task order.

C.4.1.22. Task Area 3 Subtask 22, Aviation Maintenance Management. Maintain individual aircraft component time change records within the standards of accuracy identified in each task order.

C.4.1.23. Task Area 3 Subtask 23, Aviation Maintenance Management. Provide deployment of contract personnel as required by the customer in support of both AVUM and AVIM augmentation. Personnel will comply with all of the requirements set out in AR 715-9, Contractors Accompanying the Force; DA PAM 715-16, Contractor Deployment Guide; and FM 100-21, Contractors on the Battlefield, at all times.

C.5. TASK AREA 4: Aviation Maintenance Training

C.5.1. Support the aviation maintenance training requirements of the customer. Background requires the contractor to develop, implement, and conduct aviation maintenance training to supplement and/or reinforce Military Occupational Skills (MOS) training not taught in Advanced Individual Training (AIT). This shall be an apprenticeship-type program focused on the goal of Federal Aviation Agency (FAA) and Federal Communications Commission (FCC) certification and licensing. Identify other customer maintenance training needs to include group or collective tasks and incorporate into training plan.

C.5.1.1. Task Area 4 Subtask 1, Aviation Maintenance Training. Develop and prepare individual training needs analyses to include FAA/FCC individual training requirements IAW customer requirements. Provide initial training analysis for newly assigned personnel within 30 days of notification of the new assignment.

C.5.1.2. Task Area 4 Subtask 2, Aviation Maintenance Training. Develop and implement a training assessment plan for an entire unit that will be completed within 120 days of notification. This element includes identifying and providing training media and resources. The contractor shall ensure that the required training resources and media will be in place, complete, and functional prior to training.

C.5.1.3. Task Area 4 Subtask 3, Aviation Maintenance Training. Identify and provide testing to evaluate skill retention practical application and remedial training requirements. Testing protocols shall adequately challenge to establish a standard bell curve distribution of population tested.

C.5.1.4. Task Area 4 Subtask 4, Aviation Maintenance Training. Develop and submit for approval a training plan that is coordinated with published unit training schedules. The contractor shall obtain training plan approval each quarter.

C.5.1.5. Task Area 4 Subtask 5, Aviation Maintenance Training. Develop Programs of Instruction (POI). The contractor shall provide curricula, associated lesson plans, and materials for training requirements. Identify methods of instruction for remedial training requirements. Identify methods of instruction for FAA/FCC certification oriented training. The contractor shall provide curricula plans and elements of substantive coverage of required instruction not later than 30 days after training determination. Lesson plans shall be available to the customer on a daily basis during normal duty hours as identified by the customer.

C.5.1.6. Task Area 4 Subtask 6, Aviation Maintenance Training. Develop an Apprentice Program for interface training with journeyman-level skills in all aviation trades. Incorporate direct interface between unit apprentice level and contractor journeyman level workers a minimum number of 20 hours per month, as coordinated with customer to include critique of apprentice skills by journeyman worker.

C.5.1.7. Task Area 4 Subtask 7, Aviation Maintenance Training. Conduct training by providing qualified instructors with documented instructor experience.

C.5.1.8. Task Area 4 Subtask 8, Aviation Maintenance Training. Provide Military Occupational Specialty (MOS) skill training as identified by customer Mission Essential Task List (METL) assessment. Provide collective critical task training determined by training analysis and METL identified by the customer. Collective tasks trained must have been passed by all trainees within each quarterly training period.

C.5.1.9. Task Area 4 Subtask 9, Aviation Maintenance Training. Conduct individual refresher training as determined by the training analysis. Refresher training testing protocols must be challenging enough to establish a standard bell curve distribution of population tested and tasks trained.

C.5.1.10. Task Area 4 Subtask 10, Aviation Maintenance Training. Provide accredited FAA and/or FCC and MOS customer METL aviation training. 50% of training shall be FAA and/or FCC license creditable, and 50% shall be MOS/customer METL skill focused.

C.5.1.11. Task Area 4 Subtask 11, Aviation Maintenance Training. Provide all required training materials and equipment (e.g. Computer workstations for online training, workbooks, handouts, and test materials) except those to be government-furnished.

C.5.1.12. Task Area 4 Subtask 12, Aviation Maintenance Training. Utilize available government training resources to the maximum extent practicable. Provide cost/benefit analysis whenever available government resources are not used and obtain government approval prior to using other than government training resources. Validate use by providing a report of government resources available and the percentage of resources used by the contractor.

C.5.1.13. Task Area 4 Subtask 13, Aviation Maintenance Training. Utilize customer aircraft, facilities, and equipment whenever practicable. Coordinate scheduled training and use of facilities and equipment so that it will not interfere with maintenance or flight schedule. There shall be zero conflicts with maintenance and flight schedule.

C.5.1.14. Task Area 4 Subtask 14, Aviation Maintenance Training. Provide an evaluation plan and conduct evaluations that measure demonstrated OJT skills. Seventy-five percent (75%) of all students must demonstrate OJT task proficiency.

C.5.1.15. Task Area 4 Subtask 15, Aviation Maintenance Training. Provide access to FAA and/or FCC license prep test. Testing protocols must be challenging enough to establish a standard bell curve distribution of population tested. The Contractor shall strive to meet or exceed a minimum passing rate goal of eighty percent (80%) of students participating in preparation testing achieving a passing score.

C.5.1.16. Task Area 4 Subtask 16, Aviation Maintenance Training. Maintain and safeguard aviation maintenance training records in accordance with applicable records keeping regulations. The government shall be provided access to these records upon request. Student records shall be maintained in accordance with all applicable regulations, and in compliance with all Privacy Act requirements.

C.5.1.17. Task Area 4 Subtask 17, Aviation Maintenance Training. Create and issue training completion certificates/records. Upon completion of training, the contractor shall issue certificates to all students that identify the training and experience content of the course and the number of instruction hours.

C.6. TASK AREA 5: Aviation Supply and Warehouse Management. Support the supply requirements of the customer.

C.6.1. Background - Aviation supply and warehouse management is characterized by providing the necessary resources to support the aviation maintenance effort. All tasks will be accomplished in accordance with (IAW) applicable DoD, and Army directives and regulations.

C.6.1.1. Task Area 5 Subtask 1, Aviation Supply and Warehouse Management. Perform requisition, receipt, store, issue, packing, crating and shipping functions as well as automated and manual records keeping for aviation components, materials, fuel petroleum, oil and lubricants (POL). This function includes management and implementation of loan/lease programs. Perform all functions in accordance with applicable regulations, standards, and technical requirements. This provision applies to all supply and warehouse tasks listed with the exception of inventory and loan/lease special projects. Aviation Supply and Warehouse management standards are delineated in applicable DA or customer publications; the additional standard of performance is continuous improvement based on incremental gains within the delta of standard and maximum.

C.6.1.2. Task Area 5 Subtask 2, Aviation Supply and Warehouse Management. Perform inventories as required to maintain accountability and stockage levels as prescribed by STAMIS supply performance measures.

C.6.1.3. Task Area 5 Subtask 3, Aviation Supply and Warehouse Management. Provide operational plans for the receipt, inspection, accountability, storage, and issuance of aviation equipment. ~~and operational plans.~~

C.6.1.4. Task Area 5 Subtask 4, Aviation Supply and Warehouse Management. Provide operational plans and procedures for operating contractor owned aviation supply and warehouse facilities at various installations supporting contingency operations stocks.

C.6.1.5. Task Area 5 Subtask 5, Aviation Supply and Warehouse Management. Establish internal management controls to ensure best business practices are utilized.

C.6.1.6. Task Area 5 Subtask 6, Aviation Supply and Warehouse Management. Stock, store, issue, and provision for all classes of supply required by the unit

C.6.1.7. Task Area 5 Subtask 7, Aviation Supply and Warehouse Management. Provide deployment of contract personnel as required by the customer in support of both AVUM and AVIM augmentation. Personnel will comply with all of the requirements set out in AR 715-9, Contractors Accompanying the Force; DA PAM 715-16, Contractor Deployment Guide; and FM 100-21, Contractors on the Battlefield at all times.

C.7. TASK AREA 6, AMCOM PROGRAMS.

C.7.1. Task Area 6, Subtask 1. Support all AMCOM Maintenance, Supply and Training Programs for Aviation, Missile and Support System Equipment.

C.7.2. Task Area 6 Subtask 2, Aircraft Modification Program Execution. Perform the application of modifications to all Army Aircraft at aircraft home station locations or where designated by appropriate Government personnel. This task includes accounting for and managing all MWO kits. Operation of a database or providing proper inputs to support that database for MWO Kit accounting is required.

C.7.3. Task Area 6 Subtask 3, Aircraft Modification Scheduling. Perform the scheduling required to complete assigned MWO Programs.

C.7.4. Task Area 6 Subtask 4, Aircraft Modification Accounting. Record completed Modifications in Aircraft Logbooks, Report MWO Completions in electronic format to an AMCOM Central Database or to a DA Central Database or both. Manage AMCOM Central Database as directed. If directed to manage/operate the AMCOM Central Database, contractor personnel must have the appropriate IT systems security training certifications to the satisfaction of the appropriate Government Information Systems Security Officer in the location where the work is to be performed.

C.7.5. Task Area 6 Subtask 5, Financial Accounting. The contractor shall account for all funding provided on various Task Orders and CLINS to ensure task completion with provided funds or that the appropriate Government personnel are notified if funding is either insufficient or greater than the requirements. Maintain and provide to the appropriate Government personnel a system that accurately depicts the current status of expenditures, by CLIN, on a daily basis.

C.7.6. Task Area 6 Subtask 6. Operate OLR sites. Provide adequate management to oversee all the varied activities at a designated OLR site, including but not limited to: Production Control, Quality Control, Property Management, Personnel Management, Financial Accounting, Task Order and CLIN Management, Funds Management to the CLIN level including but not limited to fund separation by appropriation and year, maintenance and repair of all support equipment and all other activities required of all support equipment and all other activities required by Task Order or Government oversight.

C.7.7. Task Area 6 Subtask 7, Quality Management, and Control. At a minimum, the contractor will:

C.7.7.1. Plan and execute a quality management system that meets program objectives and complies with, as a minimum, the quality management systems elements specified in the International Standards Organization (ISO) 9001-2000 quality management system model or equivalent. The program must provide the Government visibility into quality, performance, and schedule. In addition to the basic quality management system defined by ISO 9001-

2000, the contractor may define and incorporate in the program-specific Quality Plan, or other applicable management plan (to the extent such plans are required under the contract), proposed advanced quality practices that would further reduce program risk. If this information is not integral in the Quality Surveillance Plan, the location of the information shall be clearly identified to the Government.

C.7.7.2. Plan and execute a safety program.

C.7.7.3. Plan and execute a security program.

C.7.7.4. Plan and execute a Hazardous Material Management Program for all hazardous materials utilized.

C.7.8. Task Area 6 Subtask 8, Workbooks. Provide a workbook for every technical task performed which includes step-by-step instructions for performing the task and provisions for signatures of the mechanic performing the task, the Technical Inspector and the Government QAR. These workbooks will be designed by the contractor, contain Government approved instructions, be approved by the Government QAR prior to use, and maintained by the contractor for a minimum of five (5) years. All maintenance, repair, or modification actions will be performed using the approved workbook for that task. Preparation of workbooks for short, uncomplicated tasks may be waived with the express permission of the Government Project Officer.

C.7.9. Task Area 6 Subtask 9, Travel. Provide appropriate personnel to perform required travel to work locations anywhere in the world and perform assigned tasks. Travel will be reimbursed at 70% of JTR rates with provisions for going up to 100% of JTR rates. Requests to increase travel reimbursement above the 70% must be supported with the appropriate receipts or as recommended by the Government Project Officer and approved by the Contracting Officer with cognizance over that Task Order. Contractor personnel will obtain and maintain valid passports as required by Task Order. Appropriate Visa and work permits will be obtained at the time the contractor receives direction for travel.

C.7.10. Task Area 6 Subtask 10, Contractor Acquired Property and Contractor Acquired Services. Provide the ability to purchase items or services necessary to complete any assigned maintenance program.

C.7.11. Task Area 6 Subtask 11, Security Clearances. Provide personnel with the appropriate security clearance to accomplish designated maintenance, modification, supply, or training actions.

C.7.12. Task Area 6 Subtask 12, Foreign Military Sales. Provide the ability to accomplish assigned maintenance, modification, training and supply services to Foreign Military Activities as directed by Task Order and FMS Case.

C.7.13. Task Area 6 Subtask 13, Service to Other Government Agencies. Provide the ability to accomplish assigned maintenance, modification, training and supply services to other Government Agencies including but not limited to: State Department, Customs, Homeland Defense, Forest Service, etc.

C.7.14. Task Area 6 Subtask 14, Perform the Airframe Condition Evaluation. Provide adequately qualified personnel to receive training each year and to perform an evaluation of each Army aircraft as assigned by Geographic area. All travel to be paid at 70% per diem.

C.7.15. Task Area 6 Subtask 15, Perform Depot Level Maintenance as an Integral Part of the OLR Mission. Provide personnel and capability to perform depot level maintenance on airframes and components to include but not be limited to: work performance, cost estimation, acquisition or manufacture of tooling if directed by the Government, duplication of Government Owned tooling, adherence to strict DMWR standards, interpretation of drawings, justification for exceeding MEL, etc. Perform limited manufacture of specific parts (as approved and directed by appropriate systems program managers) solely to correct short-term part non-availability. Such manufacture shall be of finite and limited quantity and shall not be used to circumvent normal repair part procurement.

C.7.16. Task Area 6 Subtask 16, Justify rationale for contractor training. Provide rationale for Government funded contractor training in lieu of hiring new personnel already qualified when appropriate.

C.7.17. Task Area 6 Subtask 17, Continuously work toward best value. Propose, on a continuous basis, ways and means to improve operations. Some examples of continuously working toward best value would be to provide cell phones for traveling teams, supervisors, bar coding supplies and MWO kits.

C.7.18. Task Area 6 Subtask 18, Secure Temporary Facilities for Surge Capability. Provide the ability to rent, lease, or rent-to-own such facilities as may be needed to accomplish surge missions in a time frame which precludes the normal Government processes. Example is the temporary lease of a hangar to store damaged equipment while the process for attaining this property is working through the Corps of Engineers. Conduct lease vs. purchase analysis as cited in DoD Instruction 7041.3, Economic Analysis for Decision Making.

C.7.19. Task Area 6 Subtask 19, Government Furnished Equipment. The normal means of providing equipment to the contractor is Government Furnished. The contractor shall provide the necessary expertise to account for and maintain the GFE. The contractor shall propose new GFE as situations arise. The contractor shall make recommendations for reducing GFE that is no longer needed for foreseeable missions or has been obsolesced by newly furnished equipment.

C.7.20. Task Area 6 Subtask 20, Individual Tools. All individuals employed on any AMCOM Task Order shall furnish the tools they use in every day execution of the particular tasks assigned to their particular skill. All personal tools will be accounted for in accordance with an approved SOP and as a minimum, boxes will be shadowed and all tools accounted for at the end of each work period or each task.

C.7.21. Task Area 6 Subtask 21, Hazardous Material. Provide the appropriate personnel and accomplish all necessary work to account for, appropriately utilize, and dispose of hazardous material in accordance with all (Federal, State, and Local) regulatory guidance and public law.

C.7.22. Task Area 6 Subtask 22, On-the-Job Training. Provide on-the-job training for U.S. military, Foreign Military or other contractors as required during accomplishment of maintenance or modification actions.

C.7.23. Task Area 6 Subtask 23, Operate Equipment. Operate all assigned equipment. Equipment may vary from trucks and forklifts to paint booths, stripping equipment, and water cutting machinery as well as all types of machine tools and test equipment. Provide machine tool operators with CAD/CAM operation and CAD/CAM programming expertise. Provide personnel with the necessary qualifications and certifications to safely operate the equipment and comply with all regulations and public laws concerning this operation.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

52.000-4101 GENERAL (AVJAMSS)

D.1 GENERAL.

At a minimum, the following paragraphs shall be applicable to all Task Orders issued under this indefinite delivery-indefinite quantity (IDIQ) contract, unless otherwise specified by an individual Task Order. Additional requirements may be specified in each Task Order.

D.2 PACKAGING AND MARKING OF DELIVERABLES.

D.2.1. Packaging and marking of all deliverables shall be in accordance with the best commercial practice necessary to ensure safe and timely delivery at destination, in accordance with the applicable security requirements.

D.2.2. All data and correspondence submitted to the Contracting Officer and/or Task Order Monitor, shall reference the contract number, task order number and the name(s) of the Task Order Monitor as appropriate. A copy of all correspondence sent to the Task Order Monitor shall be provided to the Contracting Officer or Contract Specialist.

Section E - Inspection and Acceptance

SECTION E INFORMATION

E.1. GENERAL. At a minimum, the clauses in this Section shall be applicable to all Task Orders issued under this IDIQ contract, unless otherwise specified by an individual Task Order. Additional inspection and acceptance requirements may be specified in each Task Order (TO).

E.2. The applicable Inspection Clause(s) will be specified in the individual Task Order.

52.246-2 Inspection of Supplies – Fixed Price (Aug 1996)

52.246-4 Inspection of Services – Fixed Price (Aug 1996)

52-246-6 Inspection -- Time-And-Material And Labor-Hour (May 2001)

E.3. OTHER INSPECTIONS

The contractor shall be subject to inspections, audits, and work interruptions by the Inspector General, United States Army Audit Agency (USAAA), and other Government agencies, such as the United States Army Criminal Investigation Command (CID). Such inspections, audits, and work interruptions will not unreasonably delay the work.

E.4. PERFORMANCE INSPECTIONS

(a) The Contracting Officer or his authorized representative will conduct necessary inspections during contractor's daily hours of operation for the purpose of determining satisfactory performance.

(b) At the Contracting Officer's discretion, inspections may be conducted jointly with the contractor's supervisor. Initial inspections will result in reports listing any existing unsatisfactory conditions found. A re-inspection(s) may be conducted to ensure that corrective action has been taken. The contractor or his representative will be informed of inspection results. If the contractor desires, he may accompany the party during the re-inspection(s). All areas found to be unsatisfactory may be checked during any subsequent inspection or re-inspection for corrective action.

CLAUSES INCORPORATED BY FULL TEXT

52.000-4099 BASIS FOR ACCEPTANCE (AVJAMSS)

a. The basis for acceptance shall be compliance with the requirements set forth in Section C, Performance Work Statement, and other terms and conditions of the contract and individual Task Orders. Deliverable items rejected under the resulting contract shall be corrected in accordance with the applicable clauses.

b. The Government will require a period not to exceed ten (10) days after receipt of final deliverable items for inspection and acceptance or rejection unless otherwise specified in individual Task Orders.

52.000-4102 INSPECTION AND ACCEPTANCE (AVJAMSS)

Final inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in each individual Task Order. The Task Order shall also designate the individual responsible for inspection and acceptance.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

52.000-4059 PERIOD OF CONTRACT

Performance shall be from 15 August 2004, or date of award, whichever is later, through 14 August 2005 and for such additional periods as may become applicable under FAR 52.217-8, Option to Extend Services and FAR 52.217-9, Option to Extend the Term of the Contract. If options are exercised, the commencement and completion dates will be as follows:

- 1st Option Period: 15 August 2005 through 14 August 2006
- 2nd Option Period: 15 August 2006 through 14 August 2007
- 3rd Option Period: 15 August 2007 through 14 August 2008
- 4th Option Period: 15 August 2008 through 14 August 2009
- 5th Option Period: 15 August 2009 through 14 August 2010
- 6th Option Period: 15 August 2010 through 14 August 2011
- 7th Option Period: 15 August 2011 through 14 August 2012
- 8th Option Period: 15 August 2012 through 14 August 2013
- 9th Option Period: 15 August 2013 through 14 August 2014

52.000-4106 TASK ORDER (AVJAMSS)

- a. The period of performance, deliverables, and milestones shall be specified in each Task Order. Task Orders will be issued in accordance with the ordering clauses FAR 52.216-18, 52.216-19, and 52.216-22 located in Section I.
- b. All Task Orders shall be issued by a warranted United States Government Contracting Officer within the limitations of his or her warrant. No work shall be performed by the contractor prior to issuance of the TO unless authorized, in writing, by the cognizant Contracting Officer.
- c. Delivery of services, written documents, etc. (including required formats and delivery locations) shall be in accordance with the Task Order requirements. All correspondence and reports related to each Task Order shall be delivered to the cognizant Contracting Officer and/or designated Contracting Officer's Representative (COR) as specified in the Task Order.

(End of Clause)

Section G - Contract Administration Data

SECTION G INFORMATION

G.1. GENERAL.

G.1.1. The following paragraphs shall be applicable to all Task Orders issued under this contract unless otherwise specified by an individual Task Order. Additional contract administration data may be specified in the individual Task Order.

G.1.2. ELECTRONIC COMMERCE. In accordance with the FAR Part Two electronic commerce definition and FAR Subparagraph 4.502 (Electronic Commerce in Contracting Policy), the Contractor shall communicate with the Government utilizing electronic mail.

G.1.3. PURCHASING AND CONTRACT ADMINISTRATION OFFICE

The Purchasing and Contract Administration Office for the basic AVJAMSS contract is:

Department of the Army
Army Contracting Agency, Southern Region
Fort Hood Contracting Command
1001 761st Tank Battalion Avenue, Room W103
Fort Hood, TX 76544-5025

Or go to the AVJAMSS website located at <http://ccmd.hood.army.mil> then select AVJAMSS.

G.2. ACCOUNTING AND APPROPRIATION DATA

The applicable accounting and appropriation data will be cited on individual Task Orders placed against this contract.

G.3. RELEASE OF CLAIMS

The final invoice on each Task Order shall contain the following statement:

RELEASE OF CLAIMS

Upon acceptance and payment of this final invoice, the Government is hereby released from all claims arising by virtue of this Task Order, other than claims in the stated amounts indicated below:
(Contractor shall list all claims, if any. If none, so state.)

G.4. OMBUDSMAN.

In accordance with FAR 16.505(a)(7), no protest under FAR 33.1 is authorized in connection with Contracting Officer decisions regarding fair-opportunity or the issuance of a TO under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract. Mrs. Laura Eichhorn, Office of the Principal Assistance Responsible for Contracting, HQ, ACA Southern Region, has been designated as the ACA Southern Region Ombudsman. The ACA, Southern Region Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the ACA Southern Region Ombudsman must be forwarded to:

HQ ACA, SOUTHERN REGION HEADQUARTERS
ATTN: SFCA-SR (Mrs. Laura Eichhorn)
1777 Hardy Avenue SW

Fort McPherson, GA 30330-1062
Laura.Eichhorn@forscom.army.mil
 Commercial - (404) 464-2040
 FAX number – (404) 464-1749 or (404) 464-0686

G.5. ORDERING

G.5.1. In reference to FAR Clause 52.216-18, “Ordering”, located in Section I of this contract, Task Orders, once placed based on the fair opportunity to be considered process, may be issued orally, by written telecommunications or electronic commerce and confirmed in writing. Time and location will be coordinated between the contractor and appropriate Government personnel (e.g., Contracting Officer, COR, or Task Order Monitor). Procurement offices authorized to place orders under this contract are limited to those specifically designated in writing by the Fort Hood Contracting Command, Fort Hood, Texas.

G.5.2. NOTE TO CONTRACTING OFFICES: Task Order (TO) ordering will be placed by the Fort Hood Contracting Command, Fort Hood, Texas or delegated by the Fort Hood Contracting Command. To obtain authorization to award Task Orders under this contract, please contact the responsible Administrative Contracting Officer (ACO) and provide the following information. Contact information is at the AVJAMSS website at <http://cmd.hood.army.mil> then select AVJAMSS.

MACOM
 Contracting Office
 Mailing Address
 Email Address
 Telephone Number
 Contracting Officer Name(s)

Authorization will be made by return email.

G.6. PREPARATION OF VOUCHERS (INVOICES)

G.6.1. General. Use SF 1034 or DD Form 250 as invoices, in accordance with the following instructions:

G.6.2. SF 1034, Public Voucher for Purchases and Services Other than Personal (see Attachment 1), shall be prepared and submitted for Time and Material payments under this contract.

G.6.3. Pursuant to DFARS 242.803(b), the provisions of FAR 42.7 and 42.8, responsibility for cost administration of this contract for time and materials (T&M) Task Orders, and those that include Other Direct Costs (ODCs), is assigned to the cognizant Defense Contract Audit Agency (DCAA) as follows:

To be identified in each individual T&M Task Order.

If DCAA authorizes the contractor to submit vouchers directly to the paying office, then a copy of the authorization and the voucher shall be submitted directly to the paying office specified in each individual TO.

G.6.4. To ensure timely processing of contractor’s payment, T&M vouchers and vouchers which include ODCs shall be forwarded in an original and three (3) copies simultaneously as follows:

G.6.4.1. Original to the cognizant Defense Contract Audit Agency (DCAA) Auditor (for administrative review, provisional approval and forwarding to the applicable Finance Office included in the individual TO).

G.6.4.2. One copy to the Cognizant Contracting Officer.

G.6.4.3. One copy to the servicing DFAS Office as identified on the individual TO.

G.6.4.4. One copy to the designated Contracting Officer's Representative (COR) or Task Monitor (TM) for the individual TO (at address included in TO).

G.6.5. Firm Fixed Price (FFP) invoices are not required to be submitted to DCAA (See 52.000-4000, INVOICING ON DD FORM 250). The Contractor shall forward the original and two copies of the FFP invoices (DD FORM 250) simultaneously to:

G.6.5.1. Servicing DFAS Office as identified on the individual TO (If payment is to be made by Electronic Funds Transfer (EFT), the original copy of the invoice shall be provided);

G.6.5.2. Designated COR or TM for the individual TO (One copy of the invoice shall be provided); and

G.6.5.3. Cognizant Contracting Officer (One copy of the invoice shall be provided if payment is to be made by EFT. If payment is to be made by Government Credit Card, the original and one copy of the invoice shall be provided).

G.6.6. The COR/Task Monitor will forward a copy of the certified voucher (DD 250) to the appropriate DFAS Payment Office, or Cognizant Contracting Officer, depending on the Designated Billing Office indicated on the TO.

G.6.7. Billing Instructions.

G.6.7.1. T&M vouchers and required support documentation/justifications shall be submitted pursuant to FAR 52.232-7.

G.6.7.2. Supporting documentation shall be provided by CLIN for any amount invoiced against the cost reimbursable CLINs, e.g., travel/per diem, material CLIN. Documentation to be provided with each applicable voucher shall include, but not be limited to: travel CLIN; travel breakout, including itinerary, dates of travel, number and category of employees traveling, travel, and per diem costs. Supporting documentation shall be provided for all costs associated with the material CLIN.

G.6.7.3. All invoices submitted to the Government shall delineate price or cost by:

G.6.7.3.1. Contract Number

G.6.7.3.2. Task Order Number

G.6.7.3.3. Corresponding accounting and appropriation data

G.6.7.3.4. Contract Line Item Number (CLIN) or Sub-contract Line Item Number (SLIN)

G.6.7.3.5. Vouchers shall also contain the following information or be subject to return by the designated paying office:

G.6.7.3.5.1. Name and address of the Contractor.

G.6.7.3.5.2. Invoice date (the Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission).

G.6.7.3.5.3. Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

G.6.7.3.5.4. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

G.6.7.3.5.5. Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

G.6.7.3.5.6. Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

G.6.7.3.5.7. Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

G.6.7.3.5.8. Any other information or documentation required by the contract (such as evidence of shipment).

G.6.7.3.5.9. While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

G.6.7.4. Completion Voucher.

G.6.7.4.1. The completion voucher is the last voucher to be submitted on a Task Order.

G.6.7.4.2 The Contractor is required to submit a completion voucher following completion of the work under the contract Task Order. Upon receipt of the completion voucher, DCAA shall complete an audit of the Contractor's incurred costs relating to the Task Order.

G.7. TASK ORDER COPIES

It is the responsibility of the Task Order Contracting Officer to enter the information required from every Task Order they issue against this contract into the AVJAMSS Task Order Log to be located at <http://cmd.hood.army.mil>, under the AVJAMSS link.

G.8. TASK ORDER PROCEDURES

G.8.1. DFARS 216.505-70, Orders for Services Under Multiple Award Contracts.

a. This subsection of the DFARS implements Section 803 of the National Defense Authorization Act for Fiscal Year 2002 (Pub.L. 107-107).

b. It applies to orders for services exceeding \$100,000 placed under multiple award contracts instead of the procedures at FAR 16.505(b)(1) and (2).

c. Also applies to orders placed by non-DoD agencies on behalf of DoD; and

d. Each Task Order for services exceeding \$100,000 shall be placed on a competitive basis in accordance with the following paragraph e. unless the Contracting Officer waives this requirement on the basis of a written determination that

- (1) One of the circumstances described at FAR 16.505(b)(2)(i) through (iv) applies to the order; or
- (2) A statute expressly authorizes or requires that the purchase be made from a specified source.

e. An order for services exceeding \$100,000 is placed on a competitive basis only if the Contracting Officer

- (1) Provides a fair notice of the intent to make the purchase, including a description of the work the contractor shall perform and the basis upon which the Contracting Officer will make the selection, to all contractors offering the required services under the multiple award contract; and
- (2) Affords all contractors responding to the notice a fair opportunity to submit an offer and have that offer fairly considered.

- f. When using the procedures under DFARS 216.505-70,
- (1) The Contracting Officer will keep contractor submission requirements to a minimum;
 - (2) The Contracting Officer may use streamlined procedures, including oral presentations;
 - (3) The competition requirements in FAR Part 6 and the policies in FAR Subpart 15.3 do not apply to the ordering process, but the Contracting Officer will consider price or cost under each Task Order as one of the factors in the selection decision; and
 - (4) The Contracting Officer will consider past performance on earlier orders under the contract, including quality, timeliness, and cost control.

G.8.2. In accordance with FAR 16.505(b)(2)(i) through (iv) Exceptions to Section 803 of the National Defense Authorization Act of FY 2002 are:

G.8.2.1. The agency need for such services is of such urgency that providing such opportunity would result in unacceptable delays:

G.8.2.2. Only one of the awardees is capable of providing services required at the level of quality required because the services ordered are unique or highly specialized;

G.8.2.3. The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a TO already issued under this contract, provided that all multi-awardees were given a fair opportunity to be considered for the original order; or

G.8.2.4. It is necessary to place an order to satisfy a minimum guarantee.

G.8.3. Selection Criteria for Awarding Task Orders. Task Orders will be competed based upon the criteria set forth in Pub. L. 107-107, Section 803, as provided in DFARS 216.505-70, Orders for Services under Multiple Award Contracts. The Government will evaluate the proposals against selection criteria stated in the individual Task Orders. Authorized Contracting Officers issuing Task Orders shall have the flexibility to establish discerning factors and evaluation criteria for selection and award of contractors to perform Task Orders. As work proceeds under this contract, past performance data submitted with the original contract proposal will be disregarded for current performance reports received on task orders performed under this contract. In addition, individual TO selection criteria may include other factor(s) relevant to the particular TO. The order of importance for the factors will be identified on each individual requirement.

G.9. CONTRACTOR PERFORMANCE EVALUATION. For purposes of evaluating a contractor's past performance to determine the best value for award of Task Orders, the Government will initially use the awardees' past performance data as submitted in response to the Request For Proposals for solicitation DABK15-03-R-0002. As work proceeds under this contract, the past performance data submitted with the original solicitation proposal will be disregarded for current performance reports received on task orders performed under this contract.

a. In compliance with FAR Subpart 42.15, Contractor Performance Information, an evaluation of contractor performance will be conducted at TO completion. Interim performance evaluations will be conducted at least annually for TOs with a period of performance, including options, exceeding one year. As a minimum, the evaluation shall include the information in FAR 42.1501 "General".

b. Each completed evaluation will be provided to the contractor. The contractor will have a minimum of 30 calendar days to submit comments, rebutting statements, or additional information.

c. Disagreements between the parties regarding the evaluation will be handled in accordance with FAR 42.1503(B).

d. Copies of the evaluation, contractor response and review comments, if any, may be retained for up to three years after TO completion as part of the evaluation file.

e. Past performance information will be shared, as requested, with Governmental source selection officials to support award decisions.

G.10. ELECTRONIC COMMERCE. In accordance with FAR Part Two electronic commerce definition and FAR Subparagraph 4.502 (Electronic Commerce in Contracting Policy), the contractor shall communicate with the Government utilizing electronic mail (email). Additionally, TOs may be issued via Email, FAX, or via the U.S. Postal service, whichever is most convenient to the Contracting Officer. (See 52.216-18(c)).

G.11. RELATIONSHIP BETWEEN GOVERNMENT, CONTRACTOR, AND CONTRACTOR PERSONNEL

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract are nonpersonal services and that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor or between the Government and the Contractor's personnel. Further, the Contractor is not the Government's agent.

(b) The Government will not exercise any supervision or control over Contractor personnel performing services under this contract. Contractor personnel shall not become an integrated part of the Government organization in connection with performance under this contract.

(c) The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees shall act and exercise personal judgment and discretion on behalf of the Contractor.

(d) Contractor personnel shall not be eligible, by virtue of performance under this contract, for payment by the Government of entitlements and benefits accorded federal employees. The entire consideration to the Contractor for performance of this contract is contained in the provisions for payment set forth in this contract.

G.12. Compliance with AFARS 5116.5—Multiple Award Task Order Contracts.

(1) Requiring documentation and using procedures beyond those required by FAR Part 16.5 adds little or no value to the selection/placement of task orders under Multiple Award Task Order (MATO) contracts. In this regard, proposals submitted in response to competition under MATO contracts should be limited to no more than five pages, including attachments. Approval in writing by the Principal Assistant Responsible for Contracting is required for deviating from this five page limitation. Contracting Officers are admonished to keep submission requirements to a minimum and use streamlined procedures, including oral presentations.

(2) Ordering decisions must be appropriately documented. Critical decisions, such as the use of the exceptions from the fair opportunity to be considered process described at FAR 16.505 (b)(2) or the selection of a higher priced proposal because of its greater technical merit, must be documented in sufficient detail to justify the decision.

(3) With the exception of architect-engineer contracts, price shall be considered in the ordering process. While awards should be made on the basis of best value, award decisions shall take price into consideration.

(4) Past performance information, including quality, timeliness, and cost control on earlier orders placed under the same MATO contract, should be considered in the ordering process. Past performance information should already be readily available in program and technical offices. Requests for contractor submission of past performance information with proposal submission under MATO contracts shall be eliminated.

POSTAWARD CONFERENCE LOCATION

The Postaward Conference referenced in DFARS 252.242-7000 will be held in Atlanta, GA at a specific location and time to be determined after award. Awardees will be notified at least one week prior to the date and time of the Conference to allow for travel and lodging arrangements.

CLAUSES INCORPORATED BY FULL TEXT

52-000-4000 INVOICING ON DD FORM 250

Except for Time and Materials line items, and cost reimbursable contract line items, such as Other Direct Costs (ODCs), if any, Contractor shall use DD Form 250, Material Inspection and Receiving Report, as their invoice, in lieu of a commercial form. Contractor shall prepare and forward an original and three copies of the DD Form 250 marked "Invoice and Receiving Report" to the Contracting Officer's Representative (COR) or the Government representative responsible for inspection and acceptance of supplies and/or services.

Payment will be made monthly in arrears after submission of the DD Form 250 marked "Invoice and Receiving Report" to DFAS.

For billing of Time and Material line items or cost reimbursable contract line items (ODCs), if any, see Paragraph G.6, PREPARATION OF VOUCHERS (INVOICES).

52.000-4032 ADMINISTRATIVE INFORMATION

After award, the ACA, Fort Hood Contracting Command, Contract Administration Division, Bldg 1001, 761st Tank Battalion, Ft Hood, TX 76544-5025, will accomplish contract administration on the basic contract.

a. Administrative Contracting Officer (ACO). The ACO is responsible for administration of the contract and is solely authorized to take action on behalf of the Government which may result in changes to the terms of this contract including deviations from the Performance Work Statement and delivery schedules. Fort Hood's ACO has sole authority for delegating Contracting Officer authority to other installations.

b. Contracting Officer – The Contracting Officer has designated contract authority by the ACO and is responsible for executing and administering Task Orders within the scope of this contract. They have full authority regarding each individual Task Order they issue.

c. Property Administrator (PA). A property administrator may be designated, by letter of appointment from the Contracting Officer, to administer the contract requirements and obligations relative to Government Furnished Property. The Contractor will be provided a copy of the property administrator appointment letter.

d. Contracting Officer's Representative (COR). A COR may be designated, by letter of appointment from the Contracting Officer, and will represent the Contracting Officer in the technical phases of the work performed on Task Orders, but will not be authorized to change any of the terms and conditions of the contract or Task Orders.

e. Task Monitor (TM). A Task Monitor may be designated, by letter of appointment from the Contracting Officer, and will represent the Contracting Officer in the technical phases of the work performed on Task Orders, but will not be authorized to change any of the terms and conditions of the contract or Task Orders.

52.000-4058 ALTERNATIVE DISPUTE RESOLUTION (ADR) NOTICE

In furtherance of Federal policy and the Alternative Dispute Resolution Act of 1990, ADR Act, Pub. L. 101-552, the Contracting Officer will try to resolve all post award acquisition issues in controversy by mutual agreement of the parties.

Interested parties are encouraged to use alternative dispute resolution procedures to the maximum extent practicable in accordance with the authority and the requirements of the ADR Act.

52.000-4087 ADMINISTRATIVE CONTRACTING OFFICE

After award, the Administrative Contracting Office for this basic contract will be:

Department of the Army
Army Contracting Agency, Southern Region
Fort Hood Contracting Command
SFCA-SR-HO (Contract Administration Division)
1001 761st Tank Battalion Avenue, Room W103
Fort Hood, TX 76544-5025
Phone: (254) 287-5762

The Administrative Contracting Officer's address is also located at <http://cmd.hood.army.mil>, then select AVJAMSS.

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

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

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

(End of clause)

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

Section H - Special Contract Requirements

SECTION H - GENERAL

H.1. BASE SUPPORT

The Government will provide base support to the contractor in accordance with this provision. Failure by the contractor to comply with these provisions shall release the Government from its obligation to provide base support by the date(s) required. If warranted, and if the contractor has complied with these provisions, an equitable adjustment will be made if the Government fails to provide base support by the date(s) required.

a. Base support includes Government-controlled working space; material, equipment, vehicles, services (including automatic data processing and any Government communications systems for official business) or other support, which the Government determines can be made available at, or through, any Government installation where this contract will be performed. This support will also include Government-required physical examinations, respirator fittings, and other occupational support and training on DoD equipment where this support is available. If this support is not available through Government sources, this support will be provided through non-material reimbursable expenses line item on the Task Order (as appropriate). All Government property in the possession of the contractor, provided through base support, shall be used and managed in accordance with the Government Property clauses identified in this contract.

b. The Government installations providing the support will be identified in each individual Task Order (TO). The Government support to be furnished by each installation under this contract will be identified in each individual TO.

c. Unless otherwise stipulated in the TO, support will be provided on a no-charge-for-use basis.

d. The contractor agrees to immediately report to the Contracting Officer inadequacies, defective Government Furnished Property (GFP) or no availability of support stipulated by the TO schedule, together with a recommended plan for obtaining the required support. The Government agrees to determine (within 10 workdays) the validity and extent of the involved requirement and the method by which it will be fulfilled (e.g., purchase, rental, lease, GFP, etc.). Facilities will not be purchased under this provision. When base support is required based upon the terms of the individual TO, the Contractor shall purchase items or services in accordance with the previously approved contracting/purchasing system.

H.2. ACCEPTANCE OF ORDERS

a. In consideration of the award of this contract, the contractor agrees to accept any TO issued in accordance with the terms and conditions of this contract. The Government reserves the unilateral right to adjust those provisions within the scope of the contract including the team complement, performance start and/or finish, as specified in the Clause entitled "Period of Performance", the estimated quantities, requirements that are within the scope of the TO, site locations, and other support items not specifically specified herein, at the rates set forth in the schedule, of any time and material order.

b. In the event the contractor considers he is unable to perform for any reason, he shall provide the Contracting Officer notice within two working days following receipt of the TO. Failure to agree as to the inability to perform shall be a dispute within the meaning of the Disputes Clause. In the event of a dispute, the contractor shall proceed with performance of the TO, and he may submit his equitable adjustment claim under the terms of the Disputes Clause.

H.3. LOGISTIC SUPPORT FOR CONTRACTOR PERSONNEL

a. In the Continental United States (CONUS), contractor personnel shall not be furnished Government quarters, access to military dining facilities, or other forms of logistic support except for emergency medical care, unless specifically authorized in each individual TO or individual Travel Order.

b. The Government will make available within the overseas theaters of operation, to the extent permitted by Treaty, Status of Forces Agreements, or other binding diplomatic agreements between the Government and the Host Nation, subject to the individual capability limitations of the bases, installations, and facilities therein and with approval of the respective Theater/Base Commanders, the following items of logistic support to contractor personnel:

- (1) Adequate Government quarters – this may be considered a tent.
- (2) Dining facilities
- (3) Commissary privileges (subject to the discretion of the Theater/Base Commander)
- (4) Communications
- (5) Banking
- (6) APO (subject to the discretion of the Theater/Base Commander)
- (7) Laundry
- (8) Dry Cleaning
- (9) On-base recreation
- (10) Vehicle registration
- (11) POL (subject to the discretion of the Theater/Base Commander)
- (12) Post or Base Exchange privileges (subject to the discretion of the Theater/Base Commander)
- (13) Medical and Dental facilities (subject to the discretion of the Theater/Base Commander)
- (14) Club privileges (subject to the discretion of the Theater/Base Commander)

The logistic support items made available for work performed overseas are subject to the normal charges for these facilities. It is intended that contractor personnel will utilize Government quarters when available. Contractor personnel in overseas areas are required to abide by the rules and regulations of the Commander of the area where the work is being performed. Although contractor personnel remain on TDY orders, identification cards are recommended for long term or extended tours (normally in excess of 180 days).

c. In those areas and/or instance where Logistics Support is not authorized or cannot be provided, a premium pay rate may be negotiated by the Contracting Officer, with the concurrence of the Cognizant Using Activity.

d. Refer to Technical Exhibit K for instructions regarding deployment of Contractor Personnel.

H.4. CONTRACTOR PERFORMANCE OVERSEAS.

a. TOs, issued under the contract and directing any portion of performance to be conducted in overseas areas outside of the United States, its territories, and possessions, shall specify applicability of the Defense Base Act for those contractor employees thereby affected. Such task orders shall expressly include the additional FAR Clause 52.228-3, Worker's Compensation Insurance (Defense Base Act) (Apr 1984).

b. When the Defense Base Act applies (see 42 U.S.C. 1651, *et seq.*) to contractor employees, the benefits of the Longshoremen's and Harbor Workers' Compensation Act are extended through operation of the War Hazards Compensation Act (42 U.S.C. 1701, *et seq.*) to protect the employees against the risk of war hazards (injury, death, capture, or detention). When, by means of an insurance policy or a self-insurance program, the contractor provides the workers' compensation coverage required by the Defense Base Act, the contractor's employees automatically receive war-hazard risk protection.

c. Where TOs, issued under the contract for performance in an overseas area outside the United States, are silent or otherwise fail to specify applicability of the Defense Base Act, contractors shall assume that the Act does, nonetheless apply, and responsibility for carrying war hazard compensation insurance, otherwise required by the contract, shall remain the responsibility of the contractor. To the extent that the Act is not considered to apply, the TO shall expressly so state.

d. Proof of Insurance. Within 15 days after the award of any TO under this contract, requiring a status of contractor performance in a foreign overseas area (i.e., outside the United States, its territories, and possessions), the contractor

shall furnish the Contracting Officer a certificate of insurance as evidence of the existence of insurance coverage in amounts not less than that required by the Defense Base Act. See FAR Clause 52.228-5, Insurance – Work on a Government Installation (Jan 1997) for contractor notification requirements necessary to cancel such coverage.

H.5. NORMAL WORK WEEK

a. A normal work week generally means a work week of 40 hours. Outside the United States, its possessions and Puerto Rico, a work week longer than 40 hours shall be considered normal if (1) the work week does not exceed the norm for the area as determined by local custom, tradition, or law; and (2) the hours worked in excess of 40 hours in the work week are not compensated at a premium rate of pay.

b. Overtime means time worked by a contractor's employee in excess of the employee's normal work week.

c. Overtime premium means the difference between the contractor's regular rate of pay to an employee for the shift involved and the higher rate paid for overtime. It does not include shift premium.

H.6. RESERVED.

H.7. PROVISION FOR HAZARDOUS AREA PAY. In the event that any area is identified as hazardous pursuant to the DOD Military Pay and Allowances and Entitlement Manual, Part I, Chapter 10 during the life of this contract, separate rates will be negotiated for performance in these areas.

H.8. PAYMENT FOR WORK AT OVERTIME RATES. Normally personnel will perform their work during normal working hours on the normal working days observed by the Installation or Activity to which they are assigned. The extended work for contractor personnel shall be approved on a case-by-case basis by the Contracting Officer or the designated Contracting Officer's Representative (COR). It is the intent of the Government that work performed under this contract shall be paid at the straight time loaded hourly rates unless individual circumstances under specific task orders warrants possible payment of overtime rates (See H.9 below). Maximum flexibility to Contracting Officers is provided so that anticipated overtime may be approved, if determined necessary in accordance with FAR Clause 52.222-2.

H.9. APPROVAL OF OVERTIME AND EXTRA PAY SHIFTS.

a. The contractor is authorized to perform overtime hours and extra pay shift hours in addition to any overtime work for the purposes set forth in the Provision of this contract entitled "PAYMENTS FOR WORK AT OVERTIME RATES", provided however, that the Administrative Contracting Officer may, by written notice to the contractor reduce the amount of such authorized overtime, or extra pay shift work on prospective only basis. If such action requires a change in the time for performance of work identified in individual TOs or in other contract terms, adjustments of the affected terms shall be accomplished in accordance with the procedures set forth in the applicable changes clauses identified in Section I.

b. This Provision shall be effective only when it is referenced in a TO and the quantities of overtime and extra pay shift hours are provided in the individual TO.

H.10. PROJECTED TEAM COMPLEMENT. The Projected Team Complement (PTC) is the estimated number and skill classification of personnel expected to be required to accomplish a task. Each program will be evaluated in light of the work specifications, the schedule, the temporary or permanent nature of the change and circumstances at the work site. In the absence of specific provisions in the negotiated PTC included in individual TOs, the Contracting Officer shall determine the propriety of a change in team complement. Minor changes to the PTC (not to exceed 10 percent variation) may be directed by the Contracting Officer without advanced enforcement by written modification of the applicable Changes Clause.

H.11. LABOR RATES FOR INDIGENOUS PERSONNEL AND THIRD COUNTRY NATIONALS. Labor rates for indigenous personnel and Third Country Nationals (TCN) within the country involved will be negotiated

between the Contracting Officer and the contractor in accordance with the terms and conditions of this Contract and subject to applicable diplomatic agreements between the Government and Host Nation as well as applicable Host Nation laws and regulations governing employment of indigenous personnel and Third Country nationals. The Contracting Officer will administratively establish the approved wage schedule without further revision of the contract. The total cumulative labor costs, including benefits, direct or otherwise imposed by the foreign labor, will not exceed the estimated cumulative comparable costs, including labor, travel, and per diem, if the contractor would have furnished labor from the CONUS unless otherwise determined by the Contracting Officer to be in the best interests of the Government. The contractor assumes full responsibility for the payment of such benefits to the foreign Government concerned, which are in existence on the date of this contract or effected prior to the establishment of a firm rate for the indigenous and TCN personnel, and agrees to indemnify the Government of the United States against liability or for any charges resulting from the employment of such indigenous personnel or foreign nationals of neighboring countries.

H.12. EMPLOYEE PROTECTION. Personnel who are citizens of the United States and employed by the contractor hereunder and sent overseas shall be accredited to the United States Army, Air Force, or Navy, with a recognized status under the Hague Regulations and the Geneva Convention, shall be given proper credentials and identification cards, shall wear government-issued uniforms when prescribed by the Theater Commander, shall be subject to regulations as have been or may hereafter be issued by the United States Army, Air Force, or Navy in foreign theaters of operation. Upon termination of services of any employee, the contractor shall return all Government credentials issued to that employee.

H.13. SALARY AND WAGE ADJUSTMENTS FOR TASK ORDERS

a. The following procedures shall be used to adjust exempt labor category salaries for particular task orders. The contractor shall use the proposed salaries for the base site (Fort Stewart, Georgia) as the starting point for all adjustments. In developing costs or pricing for individual task orders issued under the contract, the contractor shall use one of the salary calculators (for example, Home Fair [www.homefair.com] or Datamasters [www.datamasters.com], etc.) available on the Internet to make this calculation. This is one of the Government's bases for making a fair and reasonable determination on the salaries offered for a particular task order. The percentage indicated at the Internet sites is not an automatic approval that the contractor will be allowed the full percentage indicated. In fact, most sites will receive approximately 50-75% of that percentage in the final negotiated price, so the contractor must take that into consideration when offering the rates using the salary calculators. The specific site at which the task order will be performed will also be considered in making the determination as to how much of that percentage will be accepted.

b. For non-exempt personnel's wages, the contractor shall use the specific site wage determination(s) in effect at the time the proposal for a particular task order is issued as a minimum basis for pricing that task order. The contractor shall use the same load factors for FFP and T&M task orders as submitted with the initial cost proposal. Note that the load factor supporting data must be in sufficient detail to permit adjustments for differences in individual cost elements such as SUTA, workmen's comp, taxes, etc. when adjusting rates to a new location.

H.14. LABOR/BURDEN RATE UTILIZATION

a. The contractor is required to propose fully loaded rates including profit for each labor category shown for FFP and T&M Load Tables (Technical Exhibits B and C). The contractor shall use these rates for TO proposal purposes unless:

1. The contractor uses lower rates for a particular TO; or
2. Adjustment is authorized by the cognizant Contracting Officer for a particular TO due to work being performed at a geographical location other than the areas stipulated, labor categories are proposed other than those contained in the Labor Rates Table. Adjustment to loaded rates shall include facilities, taxes, labor rates, fringes, insurance, and worker's compensation. Once an adjustment factor has been established for a particular area it shall be used for all future TOs for that area.

- b. Only the ACO for the contract itself (as opposed to a Contracting Officer for a particular TO) may authorize permanent adjustments to the initial contract proposal rates or to the negotiated rates authorized.
- c. Labor categories and rates for personnel to be located at OCONUS sites will be negotiated individually for each TO covering OCONUS services.

H.15. TRAVEL

- a. Official travel of contractor personnel away from their duty station that was not identified in the negotiated TO shall not be undertaken unless advance, prior written approval has been obtained from the Contracting Officer. If travel causes additional costs to the TO, advance written approval by the Contracting Officer is required, with an exception for extreme urgencies. In the event of an extreme urgent need for contractor personnel travel that was not included in the original scope of the TO, the customer will notify the Contracting Officer, who upon confirmation that funds are available to cover the additional cost, may give verbal approval for this emergency travel. The customer shall immediately, after the fact, provide written justification to the Contracting Officer regarding the urgency of this additional travel requirement.
- b. The contractor's request for travel shall be in writing and contain the dates, locations, and estimated costs of the travel.
- c. Costs associated with contractor's travel shall be in accordance with FAR Part 31.205-46, Travel Costs.
- d. Travel expenses for CONUS/OCONUS travel will be covered as a separate cost reimbursable line item on the TO. Per diem rates will be as prescribed in paragraph C.7.9 of the PWS.

H.16. ACCIDENT REPORTING

The contractor shall maintain an accurate record of all accidents occurring during the performance of this contract resulting in personal injury, occupational illness, or damage to Government property and shall promptly report each accident to the cognizant Government installation Safety Office. A copy of Worker's Compensation reports or information provided telephonically to the Safety Office shall be furnished to the Contracting Officer within 7 calendar days. The contractor shall provide written documentation as required by the installation Occupational Safety and Health Administration Office.

H.17. CONFERENCES

The Contracting Officer, or his/her duly authorized representative, may call a conference from time to time as deemed necessary to discuss any phase of performance under the contract or a TO. All discussions, problems encountered, solutions reached, and evaluations made during any conference shall be documented in the next status report for current reporting period. Such reporting shall not, in and of itself, constitute formal direction to and/or Contracting Officer acceptance of the topics discussed.

H.18. CONFLICT OF INTEREST (IAW FAR 9.5)

- a. The contractor warrants that, to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in FAR 9.5, Organizational and Consultants Conflicts of Interest, or that the contractor has disclosed all such relevant information.
- b. The contractor agrees that if an actual or potential OCI is discovered after award, the contractor shall make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the

contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

c. The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an OCI. If the contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

d. The contractor shall include this clause in all subcontracts and in lower tier subcontracts unless a waiver is requested from, and granted by, the Contracting Officer.

e. In the event that a TO is issued to the contractor that would require activity that would create a potential conflict of interest, the contractor shall:

1. Notify the Contracting Officer of a potential conflict, and;

2. Recommend to the Government an alternate tasking approach which would avoid the potential conflict, or

3. Present for approval a conflict of interest mitigation plan that will:

(a) Describe in detail the TO requirement that creates the potential conflict of interest; and

(b) Outline in detail the actions to be taken by the contractor or the Government in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.

4. The contractor shall not commence work on a TO related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.

5. If the Contracting Officer determines that it is in the best interest of the Government to issue a TO, notwithstanding a conflict of interest, a request for waiver will be submitted in accordance with FAR 9.503, Waiver.

H.19. INTERRELATIONSHIPS OF CONTRACTORS

a. The Government has entered into contractual relationships in order to provide technical support services in the conduct of day-to-day activities that are separate from the work to be performed under this contract but that may have links and interfaces with the work to be performed under this contract. Further, the Government may extend these existing relationships or enter into new relationships. The contractor may be required to coordinate with such other contractor(s) through the COR and/or TM in providing suitable, non-conflicting technical interfaces and in avoidance of duplication of effort. By suitable tasking, such other contractor(s) may be requested to assist the Government in the technical review of the contractor's technical efforts. Information on reports provided under this contract may, at the Government's discretion, be provided to such other contractor(s) for the purpose of such review.

b. See also "Non-disclosure of Sensitive and/or Proprietary Data". The contractor's employees, prior to commencing any work on a task order, may be required to sign a non-disclosure agreement.

H.20. CONTRACTOR JUSTIFICATION FOR OTHER DIRECT COSTS (ODCs)

a. The contractor shall include a detailed description and/or specifics of all proposed ODCs in its TO and cost proposal. Section B specifies ODCs as travel and material.

b. Travel – If destinations are specified in the TO statement of work, price out airfare and per diem rates by total days, number of trips, number of contract employees and any other information required by FAR 31.205-46 or the Joint Travel Regulation. Per diem rates will be as prescribed in paragraph C.7.9 of the PWS.

c. Materials –

1. Only the Prime Contractor shall acquire materials for TOs under this contract. However, on a case-by-case basis, the Prime Contractor may request that a first tier subcontractor be authorized to procure materials provided there is no additional cost for mark-ups (i.e., the total mark-ups whether proposed by the Prime and/or subcontractor shall not exceed the negotiated mark-ups set forth in the contract for that of the Prime Contractor). The Contracting Officer will only approve such a request if it is determined to be in the Government's best interest to allow a first-tier subcontractor to procure materials (i.e., in the interest of obtaining time or cost efficiencies). Materials shall only be incidental to the performance of services. (See H.35.c.)

2. In accordance with DFARS 239.73 entitled, "Acquisition of Automatic Data Processing Equipment by DoD Contractors", the Prime Contractor shall submit the required documentation to the Contracting Officer for approval prior to purchase in accordance with DFARS 239.7303.

3. When the Prime Contractor proposes a specific make and model, the contractor shall provide for Government consideration, a justification why the requirement can only be met by "specific make and model".

4. DoD Energy Star and PCMIA Requirements – Unless a waiver has been approved, the Prime Contractor shall include a written statement that all hardware purchases meet the requirements of the DoD Energy Star requirements for microcomputers, including PCs, monitors and printers, as well as the Personal Computer Memory Card International Association (PCMIA) card slots in personal computers (PCs) and workstations, Joint Technical Architecture and the Defense Information Infrastructure Common Operating Environment Requirements.

5. The contractor shall provide system enhancements to ensure that accessibility requirements are met for all current and prospective employees with disabilities. In addition, any single enhancement or combination of enhancements when enabled must be compatible with all system operations and procedures that are available when the enhancements are not enabled. The contractor shall provide all necessary software, drivers and documentation necessary to make use of this equipment for each capability offered. For additional technical advice and assistance regarding computer and communication access for employees with disabilities contact:

General Services Administration
Clearinghouse on Computer Accommodation
18th and F Streets NW
Washington, DC 20405
Telephone: (202) 501-4906

6. Prime Contractor's Purchasing System – Once approved, the Prime Contractor shall notify the Contracting Officer and/or Contract Specialist in writing if there is any change in the status of its approved purchasing system and provide the reason(s) for the change. This documentation is required to be submitted in order for the Contracting Officer to grant, withhold, or withdraw approval of the Contractor's Purchasing System in accordance with FAR Part 44.3, Contractor's Purchasing Systems Review.

d. Reproduction – The contractor shall deliver only the minimum amount of copies required by the Government to either accept or reject a particular deliverable, which is specified on the TO CDRL. Additional copies shall not be copied or reproduced by the contractor (e.g., the contractor may design a brochure but shall not duplicate the brochure for further distribution). Nor will the Government reimburse contractor charges as an ODC for copies/reproduction unless a waiver is requested, documentation is provided by the TM, and approval granted by the Contracting Officer (See also FAR Subpart 8.8, Acquisition of Printing and Related Supplies).

H.21. CONTRACTOR STAFF TRAINING

The contractor shall provide fully trained and experienced technical and lead personnel required for performance. The contractor at its own expense shall perform training of contractor personnel except:

When the Government has given prior approval for training to meet special requirements that are peculiar to a particular TO.

Limited training of contractor employee(s) may be authorized when the Government determines it to be in the best interest of the Government.

The Government will not authorize training for contractor employees to attend seminars, symposia, or User Group Conferences unless certified by the contractor and the COR that attendance is mandatory for the performance of a TO requirement. When training is authorized by the Contracting Officer in writing under the conditions set forth above, the Government will reimburse the contractor for tuition, travel, and per diem if required.

For Firm Fixed Price or Time and Material TOs, training at Government expense will not be authorized for replacement personnel nor for the purpose of keeping contractor personnel abreast of advances in the "state-of-the-art" or training contractor employees on equipment, computer languages, and computer operating systems that are available on the commercial market.

H.22. GOVERNMENT-CONTRACTOR RELATIONSHIPS

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

b. Contractor personnel under this contract shall not:

1. Be placed in a position where they are appointed or employed by a Federal Officer, or are under the supervision, direction or evaluation of a Federal Officer, Military or Civilian.
2. Be placed in a staff or policy-making position.
3. Be placed in a position of command, supervision, administration or control over Military or Civilian personnel or personnel of other contractors or become a part of the Government organization.
4. Be used for the purpose of avoiding manpower ceilings or other personnel rules and regulations of DoD or the Federal Government.
5. Be used in administration or supervision of Military procurement activities.

c. Employee Relationship:

1. The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment or direction on behalf of the Government, but rather the contractor's employees shall act and exercise personal judgment and discretion on behalf of the contractor.
2. Rules, regulations, direction and requirements that are issued by command authorities under their responsibility for good order, administration and security are applicable to all personnel who enter the installation or who travel on Government transportation. The Contracting Officer is authorized to direct the Contractor to remove any employee from performance on a government facility or installation for security, safety, or any other reason(s).

This is not to be construed or interpreted to establish any degree of Government control, which is inconsistent with a non-personal services contract.

H.23. **INCIDENTAL HARDWARE/SOFTWARE.** This contract is primarily for aviation administration and management support services, which includes missile systems repair and maintenance. Incidental hardware or software may be justified on individual task orders in cases where it can be demonstrated that the hardware/software is incidental to the performance of services to be provided in the TO. The dollar value of hardware/software as it pertains to TOs issued against this contract is limited to not more than 10% of the estimated cost of the TO.

H.24. **NOTICE OF INCORPORATION OF SECTION K.** Pursuant to the provisions of FAR 15.204-5, Part IV – Representations and Instructions, Sections K, L, and M will not be physically included in the resultant contract. Section K – Representations, Certifications, and Other Statements of offerors will be incorporated into the resultant contract by reference and considered to be a part thereof.

H.25. **KEY PERSONNEL**

a. Key personnel are those contractor personnel considered to be essential to the performance of the contract or a TO. The contractor shall notify the Contracting Officer, COR, and TO Monitor prior to making any changes in key personnel.

b. Prior to replacing a key person or key personnel, the contractor shall demonstrate to the satisfaction of the Contracting Officer that the qualifications of the prospective replacement personnel are equal to or better than the qualifications of any personnel being replaced.

c. Contractor shall identify the key person or key personnel for each TO.

H.26. **NONDISCLOSURE OF SENSITIVE AND/OR PROPRIETARY DATA (AVJAMSS)**

The contractor recognizes that in the performance of this contract it may receive or have access to certain sensitive information, including information provided on a proprietary basis by carriers, equipment manufacturers, and other public or private entities. The contractor agrees to use and examine this information exclusively in the performance of this contract and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government designated support contractors possessing appropriate proprietary agreements, as listed in paragraphs a through d below:

a. Indoctrination of Personnel. The contractor agrees to indoctrinate its personnel who have access as to the sensitive nature of the information and the relationship under which the contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture, or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information. A Nondisclosure Agreement for Contractor Employees as shown below shall be signed by each contractor employee who has access to sensitive or proprietary information and forwarded to the Task Monitor for retention, prior to work commencing. The contractor shall restrict access to sensitive or proprietary information to the minimum number of employees necessary for contract or TO performance.

DEPARTMENT OF THE ARMY
NONDISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES*

I, _____, as an employee of _____, a Contractor acting under Contract Number _____, agree not to disclose to any individual business entity or anyone within _____, or outside of the company who has not signed a Nondisclosure Agreement for the

purposes of performing this contract, any sensitive, proprietary or source selection information contained in or accessible through this project.

I understand that information/data I may be aware of, or possess, as a result of my assignment under this contract may be considered sensitive or proprietary. Contractor responsibility for proper use and protection for unauthorized disclosure of sensitive, proprietary and source selection information is described in Federal Acquisition Regulation (FAR) Part 3.104 and 9.505. I agree not to appropriate such information for my own use, or the use of others, or to release or discuss such information for my own use or to release it to or discuss it with third parties unless specifically authorized in writing to do so by the Contracting Officer.

This agreement shall continue for a term of five (5) years from the date upon which I last have access to the sensitive, proprietary, or source selection information. Upon expiration of this agreement, I have a continuing obligation not to disclose sensitive, proprietary, or source selection information to any person or legal entity unless that person or legal entity is authorized by the head of the agency or the contracting agency or the Contracting Officer to receive such information. I understand violations of this agreement are subject to administrative, civil, and criminal sanctions.

THIS STATEMENT CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT STATEMENT MAY RENDER THE MAKE SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

(Signature of Contractor Employee) Date

(Contractor Name) Employee Telephone N.

b. Signed Agreements.

1. The contractor further agrees to sign an agreement to this effect with carriers, and other private or public entities providing proprietary data for performance under this contract. As part of this agreement, the contractor will inform all parties of its agreement to allow certain Government designated contractors access to all data as described in paragraph c, below. One copy of each signed agreement shall be forwarded to the Contracting Officer. These shall be signed and forwarded to the Contracting Officer prior to work commencing.

2. In addition, the contractor shall be required to coordinate and exchange directly with other contractors as designated by the Government for information pertinent and essential to performance of TOs issued under this contract. The contractor shall discuss and attempt to resolve any problems between the contractor and those contractors designated by the Government. The Contracting Officer shall be notified in writing of any disagreement(s) that have not been resolved in a timely manner. Furnish the Contracting Officer copies of communications between the contractor and associate contractor(s) relative to contract performance. Further, the close interchange between contractor(s) may require access to or release of proprietary data. In such an event, the contractor shall enter into agreement(s) with the Government designated contractor(s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary. A copy of such agreement shall be provided to the Contracting Officer as soon as possible after the agreement has been signed.

c. Government Designated Contractors. The contractor agrees to allow the below listed Government-designated support contractors, possessing appropriate proprietary agreements and retained by the Government to advise the Government on cost, schedule, and technical matters pertaining to this acquisition, access to any unlimited rights data (as defined in DFARS 252.227-7013) acquired under the terms and conditions of this contract and access to such other proprietary, sensitive, or source selection information as may be necessary for the Government designated

contractor to perform the requirements of its contract with the Government. The contractor further agrees to sign reciprocal nondisclosure agreements with them. One copy of each signed agreement shall be forwarded to the Contracting Officer as soon as possible after the agreement has been signed.

List of Designated Contractors:

_____	_____
_____	_____
_____	_____

All Government-designated contractors stated herein, or added at a future date shall also enter into nondisclosure agreements with all parties providing proprietary information to the contractor, and the nondisclosure agreements shall be signed prior to commencement of work.

d. Remedy for Breach. The contractor agrees that any breach or violation of the certifications or restrictions of this clause shall constitute a material and substantial breach of the terms, conditions and provisions of the contract and that the Government may, in addition to any other remedy available, terminate this contract for default in accordance with the provisions of FAR 52.249-8, Default (Fixed Price, Supply and Services). The contractor or its subcontractors shall construe nothing in this clause or contract to mean that the Government shall be liable to the owners of proprietary information in any way for the unauthorized release or use of proprietary information.

* Applies to TOs only.

H.27. NOTIFICATION OF UNSATISFACTORY PERFORMANCE

- a. The Government will receive performance evaluations for each task order in accordance with Section G of this contract.
- b. The contractor will be provided the opportunity to respond to any performance ratings. The Contracting Officer may discuss any unsatisfactory ratings with the contractor’s Program Manager.
- c. One or more instances of unsatisfactory ratings may result in the Contracting Officer notifying the contractor in writing that a moratorium of a specified length of time may be imposed on the contractor pending satisfactory progress toward resolving unsatisfactory performance. During the moratorium periods (which shall be unilaterally established by the Contracting Officer and may vary in length depending on the severity of the unsatisfactory performance), the contractor shall be precluded from proposing on or being issued TOs under the contract. The guaranteed minimum amount awarded to any contractor is subject to satisfactory performance evaluations on work performed under this contract.

H.28. NOTIFICATION REQUIREMENTS UNDER TIME AND MATERIAL/LABOR HOUR (IAW FAR 52.232-7(c))

Contractor notification requirements for FAR Clause 52.232-7(c), “Payments Under Time-and-Materials and Labor-Hour Contracts” for T&M TOs shall be accomplished only by separate correspondence directed to the Contracting Officer with copies furnished to the COR and TO Monitor. No other form of notification (e.g., mentioned in any type of monthly progress or status report) shall constitute compliance. Further, notification to any individual other than the Contracting Officer shall not constitute compliance with this requirement.

H.29. OPTION TO EXTEND SERVICES – SHORT TERM EXTENSIONS

a. In accordance with FAR 52.217-8, Option to Extend Services, the contract may be extended, at the Government's sole discretion, for a period of up to six (6) months, exercisable in increments of not less than one (1) month. If the contract contains an unexercised option period, the Government may elect to exercise the option pursuant to FAR 52.217-9, Option to Extend the Term of the Contract, during any short-term extension. The short-term extension(s) shall be subtracted from the total duration of the immediately succeeding option period that may follow as a result of the exercise of the option pursuant to FAR 52.217-9 so that the combination of the short-term extension(s) and the option will not exceed 12 months duration. If the Government exercises one or more short term extensions in accordance with FAR 52.217-8 and this clause or an option period pursuant to FAR 52.217-9, or any combination thereof, the contract as extended shall be deemed to include this extension clause and FAR 52.217-8; thus, the authority to extend services pursuant to FAR 217-8 and this clause may be exercised at the end of the base period and at the end of each option period.

b. The price(s) (e.g., labor rates) applicable during the short-term extension(s) shall be the price(s) applicable during the immediately succeeding option period if there is one. If there is no immediately succeeding option period, the price(s) shall be the price(s) applicable during the immediately preceding contract period, subject only to any adjustment required by the Service Contract Act.

c. This option may be exercised by the Government within the time specified in FAR 52.217-8, provided that the Contracting Officer shall have given notice of the Government's intention to exercise at least 60 calendar days before this contract is to expire.

H.30. PERMITS AND LICENSES

Unless otherwise specified in this contract, the contractor shall obtain any necessary permits and licenses, give all notices and comply with any applicable Federal, State, County and Municipal laws, codes, regulations and applicable diplomatic agreements and Host Nation laws in connection with this contract and any TO. The contractor shall coordinate with the Government prior to obtaining permits and licenses.

H.31. PRICING ARRANGEMENTS

It is anticipated the majority of work performed on this contract will be priced using the fully loaded time-and-material/firm-fixed-price rates given in Technical Exhibits B and C.

H.32. RELEASE OF INFORMATION

No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this contract, any TO, or any phase of any program hereunder shall be made without the prior written approval of the Contracting Officer and the cognizant Public Affairs Office (PAO).

H.33. QUALIFICATION CERTIFICATION STATEMENT

All key personnel proposed to perform on Individual TOs shall be certified by the contractor to meet the qualifications in the accepted Contractor's Management Plan. All non-key personnel shall be certified by the contractor to meet the Labor Category Descriptions set forth in TE E or the Service Contract Act Directory of Occupations.

H.34. SECURITY REQUIREMENTS

a. This document is unclassified, however, the classification of the work to be performed under this contract shall be accomplished in accordance with the Contract Security Classification Specifications, DD Form 254. The contractor shall conscientiously follow the security guidance provided in the DD Form 254 and other guidance that may be established by the Contracting Officer.

- b. The Government may require security clearances, perhaps higher than top secret (TOP SECRET/SENSITIVE COMPARTMENTED INFORMATION), for performance of any TO under this contract. If the Contractor cannot obtain the required security clearances to accomplish the work required by the TO, the Government may obtain such services from another Contractor and this determination shall not be subject to the Disputes clause.
- c. The level of classified access required shall be indicated on DD Form 254 or other appropriate form incorporated into each TO request under which contractor employees will require access to classified information. Contractor personnel are required to have background investigations for suitability if they occupy positions of trust (e.g., Project Manager) even if they do NOT have access to classified information. Other investigations may be required by AR 380-19 and AR 380-67 as appropriate.
- d. Necessary facility and/or staff clearances shall be in place prior to issuance of a TO under this contract.
- e. If a security clearance is required, interim coverage may be obtained from the Department of Defense.

H.35. SUBCONTRACTING APPROVAL (IAW FAR 52.244-2)

- a. The contractor shall obtain written Contracting Officer consent prior to subcontracting any portion of this contract, including work under any TO, which is not in the contractor's approved subcontracting plan. The Contracting Officer will either approve or disapprove the addition to the contractor's subcontracting plan. The contractor is granted consent to enter into subcontracting agreements with those companies identified in the subcontracting plan. Only first-tier subcontractors are allowed.
- b. In accordance with FAR Clause 52.244-2, the Government is required to provide approval/consent for new subcontractors. On rare occasions, a new subcontractor may only be approved for addition to the contract in cases where it is clearly evident to the Contracting Officer that the proposed new subcontractor has a capability that is both required to perform work described in the TO PWS and is not a capability of any of the prime contractor's existing team of first-tier subcontractors. Any new subcontractor (all labor) approved for addition to the contract shall be reimbursed via the load factors negotiated and added to the rate tables at TE B and C.
- c. All materials required for performance of this contract, which are not Government furnished, shall be furnished by the contractor. The contractor shall utilize the Government supply sources when available. When requisitioning procedures reveal that required material is not available from the Government supply sources, the contractor shall identify it in its TO proposal.
- d. All requests for Contracting Officer consent shall be submitted in accordance with FAR Part 44.2 and DFARS 244.2.
- e. Ownership of supplies acquired or otherwise provided by the contractor for performance of this contract shall vest with the Government.
- f. Because of the wide diversity of work possible under this potential ten-year contract, the Government recognizes that the contractor may need to utilize different subcontracts to meet specific customer needs. To maximize contractor flexibility in choosing appropriate subcontractors for particular TO efforts and to minimize administrative burden in formally changing subcontractors, while ensuring evaluation equity and retention of subcontractors with particular expertise, the Government is differentiating between "critical subcontractors" (which impact Government evaluation of awardees' ability to meet specified technical/management requirements) and "non-critical subcontractors" (which are not determinant in the technical/management evaluations but are evaluated for the cost they contribute).

H.36. IDENTIFICATION OF EMPLOYEES

A sample identification (ID) badge, of the type specified below, shall be submitted for approval prior to beginning work on this project. The ID requirement shall be as follows:

- (a) Furnish each employee on the project site an ID badge, whether engaged on the work or not.
- (b) Require employee to display ID badge in the chest area of outer clothing.
- (c) The minimum requirement for ID badge is as follows: Contract number; Employer's name; Employee's name; Employee's photograph; Employee's position (job title); Employee number (each employee shall have a different number).
- (d) Show ID badge (one the contractor has obtained for an employee) to the Contracting Officer for approval prior to "start work" on this project.
- (e) Prior to beginning work on this project, submit to the Contracting Officer a list of issued ID badges. Update list when contractor personnel changes are made and prior o any new employees working on site.
- (f) Remove employees from project that are not displaying their ID badges.
- (g) Upon completion of the work and when an employee of the contractor no longer works on this contract, the contractor shall collect ID badges from his employees immediately and submit them to the Contracting Officer within five calendar days. The ID badges shall become the property of the Government.

H.37. FAIR OPPORTUNITY FOR TASK ORDER AWARD CONSIDERATION

In accordance with FAR 16.504(a)(4)(iv) and 16.505(b)(1), contract holders for orders under multiple award contracts will be given a fair opportunity to be considered for each order. Authorized Contracting Officers issuing TOs shall have the flexibility to establish discerning factors and evaluation criteria for selection and award of contractors to perform TOs.

H.38. WORK ON A GOVERNMENT INSTALLATION

In performing work under this contract or any TO on a Government installation or in a Government building, the contractor shall fully comply with local military installation, city, state, and federal laws, regulations and/or ordinances pertinent to performance of the contractual services required under this contract and the TO. Specifically, the contractor shall:

- a. Conform to the specific safety requirements established by this contract or in a TO;
- b. The contractor and its employees shall observe all rules and regulations issued by the installation Commanding Officer pertaining to fire, safety, security, sanitation, severe weather, admission to the installation, and conduct not directly addressed in this contract;
- c. Take all reasonable steps and precautions to prevent accidents and preserve the life and health of the Government and contractor personnel connected in any way with performance under this contract.
- d. Take such additional immediate precautions as the Contracting Officer, COR or TM may reasonably require for safety and accident prevention purposes.
- e. Conform to all security requirements as specified in DD Form 254, and security requirements as specified in the TO Performance Work Statement.

H.39. RESERVED

H.40. INSURANCE SCHEDULE

See Section I, FAR Clause 52.228-5, "Insurance—Work on a Government Installation". The contractor shall secure, pay the premiums for, and keep in force until the expiration of this contract, including any renewal thereof or exercise of any options, adequate insurance to specifically include liability assumed by the contractor under this contract or any TO. The contractor shall, as a minimum, maintain the following types of insurance and coverage listed below:

Insurance Types and Minimum Amounts.

- a. Worker's Compensation insurance as required by law of the State in which the work is performed.
- b. Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each incident.
- c. Property damage liability with a limit of not less than \$100,000 for each incident.
- d. Automotive bodily injury insurance with limits of not less than \$200,000 for each person and \$500,000 for each incident, and property damage liability insurance, with a limit not less than \$40,000 for each incident.

NOTE: The contractor shall agree to insert the substance of this clause in all sub-contracts hereunder.

H.41. MATO CONTRACT COGNIZANT CONTRACTING OFFICE

Any dispute regarding the scope of work or terms and conditions of this contract are to be resolved by the Administrative Contracting Officer (ACO) at the cognizant Contracting Office for the MATO contract:

Army Contracting Agency, Southern Region
Fort Hood Contracting Command
761st Tank Battalion Avenue, Bldg 1001, Room W113
Fort Hood, Texas 76544-5025

H.42. It is the intent of AVJAMSS that the contractor be protected against liability under the Ground Flight Risk and Aircraft Flight Risk clauses of this contract. The contractor's maximum liability under this contract is, therefore, limited to the amounts prescribed in these clauses.

H.43. TASK ORDERS WITH OPTIONS.

- a. The Contracting Officer may issue TOs that include options under any of the following conditions:
 - (1) The services being acquired are highly unique or specialized; or
 - (2) The efforts to be performed on a new TO are so integrally related to work currently being performed on an existing TO that only a single contractor can reasonably perform the work; or
 - (3) Foreseeable additional effort fits the criteria of FAR 16.505(b)(2)(iii) as a logical follow-on .
- b. Only those TOs that are awarded on the basis of the Contracting Officer having requested competitive proposals shall include options. The contractor is obligated to perform such options as they are not subject to the provisions of FAR 52.216-19, Ordering Limitations.

H.44. IMPORTATION OF EQUIPMENT OCONUS

The Contractor shall be authorized to bring into a Host Nation such equipment and materiel necessary to accomplish the work under a specific TO or TOs. However, the Government may limit such equipment and materiel in accordance with specific applicable diplomatic agreements and further require the Contractors to itemize such equipment and materiel prior to shipping it for entry into the Host Nation. Failure of the Contractor to comply with the laws of the Host Nation, applicable diplomatic agreements, and Government regulations shall not give rise to any claim for equitable adjustment or reimbursement to the Contractor.

H.45. TECHNICAL EXPERT STATUS POSITIONS.

NOTE: For any contract performed in the Federal Republic of Germany (FGR) in which the employment of technical experts to be authorized individual logistics support (ILS) is anticipated, the German Government will review job descriptions and professional background of contractor personnel determined by the U.S. Government to be technical experts.

- a. Job descriptions for technical expert status (TES) positions must accurately describe the duties, responsibilities, skills, knowledge, and experience that meet the qualifications for TES. The proposed contractor personnel shall be able to withstand scrutiny regarding their education, training, and experience to ensure it is commensurate with that of TES.
- b. A proposed employee who fails to qualify for TES will be required to apply for and obtain a German work permit, will be subject to German income tax and social insurance laws, and will not be eligible for ILS in Germany.
- c. Contractor employees who do not derive NATO status from another source, such as the spouse of a member of the U.S. Forces in Germany) shall not start work under the contract in Germany until approval as a technical expert has been received or until the contractor's employee has obtained a work permit from the German government.
- d. Contractor employees who derive NATO status from another source DO NOT require a German work permit and may begin work even though they are not considered technical experts. Contractor employees not considered technical experts are subject to German income tax and social insurance requirements.
- e. As employers of personnel described in the above paragraphs b and c, U.S. Government contractors may be responsible for withholding German income tax and making contributions to the German social insurance system on behalf of those employees.
- f. German authorities may contest a U.S. Forces conferral of technical expert status after the contractor's employee has begun employment in this host nation. Should German/American discussions fail to persuade the German authorities that the employee qualifies for TES, continued employment in this status will expose both the employee and the contractor to German income tax and work permit enforcement measures.
- g. Information and forms required for applications for technical expert accreditation may be obtained from the Commander, 1st PERSCOM, ATTN: AEUPE-PSSD-PSD-PSB, Unit 29058, APO AE 09081-5604.
- h. Technical experts are accredited to a specific position under a specific contract, the contractor is required to notify the cognizant Contracting Officer when any reportable changes occur in a technical expert's status. A "reportable change" occurs:
 - (1) When an accredited technical expert leaves the position in which they are accredited, even if they move to another position under the same TO, or
 - (2) When the TO terminates, a new TO is awarded to the incumbent contractor, and the technical expert accredited under the terminated TO holds an identical position under the new TO. When this change occurs, the employee will not be entitled to ILS until their application for a letter of accreditation as a technical expert under the new TO has been submitted to the Commander, 1st PERSCOM; has been processed by that Command and the

CINCUSAEUR LIAISON OFFICE; and notification of issuance of a letter of accreditation has been forwarded by the CINCUSAEUR LIAISON OFFICE to the appropriate German government authorities.

H.46. INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS FOR THE REPUBLIC OF KOREA (ROK). Refer to Technical Exhibit H and its Sub Exhibits for the Procedure to designate an Invited Contractor under the US-ROK SOFA. Also, refer to Technical Exhibit K for instructions regarding deployment of Contractor Personnel.

H.47. CONTRACTING OFFICER NEGOTIATED LABOR RATES/SKILL CLASSIFICATIONS

Should a requirement arise for skill classifications listed on the applicable Department of Labor Wage Determination but is not identified in this contract, the appropriate labor rate will be negotiated between the Contractor and the Contracting Officer using those base rates contained in the Wage Determination.

H.48. TAXES AND CUSTOMS DUTIES

The negotiated price herein includes no amount for payment to any foreign government for any taxes (including "Income"), Import or Export duties, Licenses, Excises, Import Bonds, Deposits, or any other identifiable charges. It is agreed that the contract price shall be equitably adjusted in the event that a foreign government imposes any such charges relating to the performance of work under this contract.

H.49. CONTRACTOR ACQUIRED MATERIAL/NON-MATERIAL EXPENSES/PROPERTY

a. All material, non-material expenses, and Contractor acquired property under AVJAMSS will be certified by the Project Officer subject to the following criteria:

- (1) The material, non-material expenses and contractor acquired property must be certified as being directly incidental to the work being accomplished;
- (2) The Project Officer must certify that the material cannot be procured timely through the Government supply channels prior to the submission of the purchase request to the Contracting Officer for approval.

b. The Contracting Officer is responsible for processing purchase requests for material/non-material/and property. The Contracting Officer is responsible for providing Contractors appropriate instructions for processing these purchase requests.

c. Under FAR Part 45, the Government takes ownership of residual property or material acquired by the Contractor in the performance of TOs under AVJAMSS.

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52.000-4002 NON FEE BEARING COSTS

The reimbursable contract line items for travel and training shall be billed at cost and shall be non fee bearing.

52.000-4030 PHASE-IN/PHASE-OUT SERVICES REQUIRED

1. The Contractor may be replaced by a succeeding Contractor(s) or the Government in the performance of the work contemplated by the contract. It is essential that provisions be made to provide for a smooth transition of work in progress from the incumbent Contractor to its successor.
2. Pursuant to FAR Clause 52.237-3 in Section I, entitled "Continuity of Services", the incumbent Contractor is required to furnish phase-in training and to exercise its best efforts and cooperation to effect an orderly and efficient transition to its successor.
3. Immediately following award of this contract, the Contractor shall meet with the Government and cooperate to formulate and effect an orderly phase-in/phase-out of all work in progress pursuant to the provisions specified in the above-cited FAR Clause 52.237-3. Accordingly, at the termination of the instant contract and the award of any subsequent contract, the same requirement will exist for the Contractor herein (who will then be the incumbent contractor) to effect an orderly phase-in/phase-out with its successor.

52.000-4036 CONTRACTOR ACQUISITIONS

- a. The government will provide approvals, with exceptions or limitations, or disapprovals for the following:

1. ADMINISTRATIVE OR REGULATORY ACTIONS. Specific Government approval is required by regulations or directives for the following categories of purchases, leases, rentals, requirements, or other acquisition actions, if the Contractor is to be reimbursed by the Government for the equipment to which the Government takes title.

- (a) Federal Information Processing (FIP) Resources
 - 1) Automatic Data processing Equipment (ADPE)
 - 2) Word Processing Equipment
- (b) Copy Machines
- (c) Filing Equipment
- (d) Vehicles
- (e) Communications Equipment and Services
- (f) Major End Items (Class II and VII Supplies)
- (g) Test Measurement Diagnostic Equipment (TMDE)
- (h) Ammunition, Pyrotechnics and Simulators (Class V Supplies)
- (i) Facilities

2. PURCHASE REQUESTS. The Contractor shall utilize the Government Supply System when applicable. Purchase request shall indicate non-availability through the Supply System. Specific Government approval is required prior to the purchase of any of the following category of purchases, leases, and rentals requirements, or other acquisition actions.

- (a) Actions in excess of \$2,500.00 per item.
- (b) Actions in excess of \$25,000.00 total value

Notwithstanding the contractor's proposal and resulting contract award, the government may require an economic analysis and/or justification for major items of property prior to acquisition of the property. Requests for above approvals shall be submitted thru the Property Administrator to the Contracting Officer.

52.000-4037 NOTICE OF REQUIREMENT FOR CONTINGENCY PLAN

The Army must plan, in advance, how it will meet mission requirements in the event of mobilization, natural disaster or labor disputes. The Army must be able to react to such events without undue delay. Sudden or unusual events could result in a great impact upon contractor's performance and contract requirements. As an aid to properly plan for such events, the contractor shall prepare and submit for approval within 60 days of contract start date a contingency plan outlining in detail, the method or methods, the contractor will use in meeting contract requirements in the following circumstances.

- (a) A sudden build-up of military forces increases contract requirements.
- (b) A natural disaster occurs which impacts upon contractor's ability to perform.
- (c) Labor dispute occurs which impacts upon contractor's ability to perform.

52.000-4038 OVERTIME PAY OR OVERTIME PREMIUMS

a. Overtime which results in a direct labor charge to the contract shall be approved in advance by the Contracting Officer or designated representative.

b. Overtime which results in the payment of premium wages is authorized subject to the limitation in FAR Clause 52.222-0002, Payment for Overtime Premium. Advance notification of required overtime shall be provided to the Contracting Officer or designated representative, and approval obtained. All overtime requests must include the following:

- Contractor employee name
- Skill Category
- Overtime rate (hourly)
- Total amount of overtime
- Total amount of premium
- Applicable CLIN
- Applicable Task Authorization Order
- Reason why the overtime is required
- Reason why alternatives are not feasible
- Consequences if overtime is not approved

52.000-4048 RELOCATION, TRAVEL AND PER DIEM COSTS:

The cost of relocation of Contractor employees and any other administrative travel (FAR 31.205-46) incurred in the performance of this contract shall be limited to the rates specified in the (1) Federal Travel Regulations, (2) DoD Joint Travel Regulations or (3) the State Department Standardized Regulations (also see C.7.9).

All travel and per diem requirements in connection with work to be performed under this contract, and billed as a direct cost, shall be approved by the Contracting Officer, in writing, prior to the use of such travel and per diem.

The Contractor shall submit requests for approval of travel and per diem ten (10) working days in advance of anticipated travel date.

52.000-4049 SUBCONTRACTING OPPORTUNITIES:

Offerors are encouraged, but not required, to advertise subcontracting opportunities in the Commerce Business Daily and other publications to obtain maximum competition in contracting opportunities. Announcements in accordance with FAR 5.206 and 5.207 may be submitted to:

U. S. Department of Commerce
Commerce Business Daily
Post Office Box 5999
Chicago, Illinois 60680

Announcements shall bear the heading: "Subcontracting Assistance Wanted".

52.000-4050 PREPARATION OF STANDARD FORM 294, SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND STANDARD FORM 295, SUMMARY SUBCONTRACT REPORT:

The Contractor shall prepare and submit Standard Form 294 and Standard Form 295 in accordance with the instructions provided on the form. The contractor shall submit the forms semi-annually no later than 15 days after the end of the government's fiscal year, 30 September.

The original copy of the SF 294 shall be provided to the contracting officer at the address shown below, which is also to be identified in Block 8 of the form:

Army Contracting Agency, Southern Region
Fort Hood Contracting Command
Contract Administration Division
1001 761ST Tank Battalion Avenue, Room W103
Fort Hood, TX 76544-5025

A copy of the SF 294 shall also be provided to the Defense Contract Management Agency (DCMA) at the cognizant Defense Contract Management Area Operations (DCMAO) office.

The original SF 295 shall be submitted to the following address, and shall show "Army" as the administering agency:

HQDA
ATTN: SADB
106 ARMY PENTAGON
WASHINGTON, DC 20310-0106

A copy of the SF 295 shall also be furnished concurrently to the Contracting Officer.

52.000-4065 SECURITY REQUIREMENTS

Army security policies require the installation commander to identify all persons for the purpose of allowing them entry to an installation during any period when entry controls are in effect. To ensure uninterrupted

performance of the contract, all employees of the contractor who require entry to an installation, must be identifiable to the appropriate installation authority. The Contractor and its employees shall comply with all Army installation security policies. The Contractor shall furnish the Contracting Officer the name, social security account number, date and place of birth, or other personal information routinely used to identify individuals in the civil sector as specified by the Contracting Officer. In the event of increased security requirements, the employees may be required to complete security questionnaires or other security forms. All collected information is protected by the Privacy Act of 1974, as implemented by AR 340-21, and will only be used for the reasons stated on the Privacy Act Statement in the security questionnaire or form. Cleared Contractor employees for whom a current visit request has been accepted by the cognizant PMO or G2/Counterintelligence and Security Division are deemed to have met this requirement.

52.000-4085 Federal Contractor Employees and Union Rights

(1) During the term of the contract, the contractor will post a conspicuous notice stating that employees cannot be required to join a union or maintain membership in a union in order to keep their jobs; and (2) The contractor's notice will also advise employees that in certain cases, the law allows a union and an employer to enter into an agreement requiring employees to pay periodic dues and initiations fees, but that employees who are not union members can only be required to pay cost relating to collective bargaining, contract administration, and grievance adjustment. Non-union member employees cannot be required to pay other costs, and are entitled to reduced dues and fees. Contractors who fail to comply with these notice provisions may have their contracts cancelled, terminated, or suspended.

52.000-4090 PRE-AWARD INQUIRIES

Pre-award inquiries are questions and comments about PWS requirements and the terms, and conditions in the solicitation. All inquiries must be in writing and referred to the Contracting Officer for response.

Prospective offerors desiring responses to questions and comments regarding the solicitation must submit them in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers.

52.000-4103 GOVERNMENT FURNISHED EQUIPMENT, INFORMATION, OR SERVICES (AVJAMSS)

a. It is anticipated that for some tasks, Government Furnished Equipment (GFE) will be specified in the individual Task Order and at the discretion of the Government with specified delivery dates. Such equipment shall be returned to the Government upon completion or termination of the contract or as specified in the individual Task Order(s). Office automation equipment to perform office tasks is considered contractor supplied.

b. Government Furnished Information (GFI) relevant to the tasks to be performed under this contract will be provided to the contractor for use during the performance of the task as specified in the Task Orders and at the discretion of the Government with specified delivery dates. These documents will be returned to the Government upon completion or termination of the contract or as specified in the individual Task Order(s).

c. In the case of GFE or GFI are not provided to the contractor by the specified date, the COR or Task Monitor will be notified immediately by the contractor. The contractor shall indicate impact and request direction from the COR.

d. Contractors are responsible and liable for Government property in their possession pursuant to FAR Clauses 52.245-1, 52.245-2, and 52.245-5, and DFARS 252.245-7001, as applicable.

52.000-4107 FEDERAL HOLIDAYS (AVJAMSS)

The following days are legally recognized holidays:

New Year's Day	1 January
Martin Luther King Jr.'s Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	4 th of July
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	11 th of November
Thanksgiving Day	4 th Thursday in November
Christmas Day	25 December

a. When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday fall on a Saturday, the proceeding Friday is observed as a legal holiday. The list of holidays relates to Government duty days and is not intended to supplement or otherwise alter the provisions of any Wage Determination or Collective Bargaining Agreement regarding applicable paid holidays.

b. In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by Federal Statute
- Any other day designated by Executive Order
- Any other day designated by a Presidential Proclamation

c. It is understood and agreed between the Government and the contractor that observance of such days by Government personnel shall not be a reason for an additional period of performance or entitlement of compensation except as set forth within the contract. In the event the contractor's personnel work during a holiday or other day observed by the Government employees (see paragraph b, above), the contractor may reimburse them; however, no form of holiday or other premium compensation will be reimbursed by the Government, either as a direct or indirect cost, other than their normal compensation for the time worked. This provision does not preclude reimbursement for authorized overtime work if applicable to a TO.

d. When the Department of Defense grants excused absence to its employees, the contractor agrees to continue sufficient personnel to perform critical tasks already in operation or scheduled, and the contractor shall be guided by the instructions issued by the Contracting Officer or the Contracting Officer's Representative.

e. If Government personnel are furloughed, the contractor shall contact eh Contracting Officer or the COR to receive direction. It is the Government's decision as to whether the contract price/cost will be affected as a result of Government shutdown and/or furloughed Government employees. In the event Government shutdown and/or furloughed Government employees does impact contract price/cost, a negotiated settlement will be reached as deemed appropriate by the Contracting Officer. Generally, the following situations apply:

1. Contractor personnel who are able to continue Task Order performance (either on site or at a site other than their normal workstation) shall continue to work and the Task Order price shall not be reduced or increased.

2. Contractor personnel who are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.

f. Nothing in this clause abrogates the rights and responsibilities of the parties relating to any “stop work” clause or provision included in other sections of this contract.

(End of Clause)

52.000-4114 CORPORATE CHANGES (AVJAMSS)

The contractor shall provide the Contracting Officer copies of all publicly available correspondence relating to corporate status and major corporate revisions, such as buy-outs, sale or dissolution and changes in personnel policy that effect this contract. Potential buyout scenarios, actual buyouts, sales and dissolutions shall be disclosed in writing to the Contracting Officer as soon as possible.

52.237-5002 MOBILIZATION AND OTHER CONTINGENCY PLANNING AND SUPPORT

- c. The attention of the Contractor is invited to the clause in the general provisions entitled “CHANGES”. This clause permits the Contracting Officer to make changes within the general scope of the contract to include the definition of services, and place and time of performance.
- d. Among the circumstances in which the provisions of this clause may be invoked are general or limited mobilization, requirements or any quick response support requirements which impact on contract performance. Should any of these eventualities occur, the Contractor shall take whatever measures are needed to meet the demands. The start and completion times of these actions shall be determined by the Contracting Officer.
- e. To ensure that government operations which depend upon the services provided hereunder can proceed with no or only minimal disruption, the contractor shall, during the life of this contract, anticipate the possibility of these support requirements and the steps it will need to take to rapidly expand the contract capabilities to meet the exigency.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21 Alt III	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate III	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting	OCT 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989

52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.222-44	Fair Labor Standards And Service Contract Act - Price Adjustment	FEB 2002
52.222-49	Service Contract Act -- Place Of Performance Unknown	MAY 1989
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUL 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.228-8	Liability and Insurance - Leased Motor Vehicles	MAY 1999
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	JAN 1991
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.237-8	Restriction on Severance Payments to Foreign Nationals	OCT 1995
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.243-7	Notification Of Changes	APR 1984
52.245-1	Property Records	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	DEC 1989
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JAN 1986
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-24	Limitation Of Liability-High Value Items	FEB 1997

52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-6 Alt IV	Termination (Cost Reimbursement) (Sep 1996) - Alternate IV	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7007	Buy American Act--Trade Agreements--Balance of Payments Program	SEP 2001
252.225-7008	Supplies To Be Accorded Duty-Free Entry	MAR 1998
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	AUG 2000
252.225-7010	Duty-Free Entry--Additional Provisions	AUG 2000
252.225-7012	Preference For Certain Domestic Commodities	APR 2002
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7042	Authorization to Perform	JUN 1997
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.228-7000	Reimbursement for War-Hazard Losses	DEC 1991

252.228-7001	Ground And Flight Risk	SEP 1996
252.228-7002	Aircraft Flight Risk	SEP 1996
252.228-7003	Capture and Detention	DEC 1991
252.228-7005	Accident Reporting And Investigation Involving Aircraft, Missiles, And Space Launch Vehicles	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.239-7000	Protection Against Compromising Emanations	DEC 1991
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991

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52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Task Order. Such orders may be issued from 15 August 2004 through 14 August 2005.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule. (See G.10).

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$500,000.00;

(2) Any order for a combination of items in excess of \$2,000,000.00; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries or services under this contract after completion of the last Task Order issued.

(End of clause)

52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding \$2,000,000,000.00 dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is \$10,000.00 in the Base Year only.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in 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 prior to the expiration date of the contract period.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 10 years.
(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$ _____ or the overtime premium is paid for work --
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.
- (End of clause)

52.222-29 NOTIFICATION OF VISA DENIAL (FEB 1999)

It is a violation of Executive Order 11246, as amended, for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, on the basis that the individual's race, color, religion, sex, or national origin is not compatible with the policies of the country where the work is to be performed or for whom the work will be performed (41 CFR 60-1.10). The Contractor agrees to notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW, Room 7325, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country in which the Contractor is required to perform this contract, and it believes the denial is attributable to the race, color, religion, sex, or national origin of the employee or potential employee.

(End of clause)

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

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

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Employee Class	Monetary Wage	Fringe Benefits
Aircraft Mechanic (Airframe and Powerplant Mechanic)	\$15.91	26.4%
Aircraft Mechanic Helper (Airframe and Powerplant Mechanic Helper)	\$11.22	26.4%
Aircraft Quality Control Inspector	\$16.84	26.4%
Aircraft Servicer (Airport Utility Worker)	\$13.09	26.4%
Aircraft Worker	\$14.04	26.4%
Airplane Pilot	\$23.11	26.4%
Computer Based Training (CBT) Specialist/Instructor	\$17.93	26.4%
Electrician, Automotive	\$14.97	26.4%
Electrician, Maintenance	\$15.91	26.4%
Electronics Maintenance Technician I	\$14.04	26.4%
Electronics Maintenance Technician II	\$14.97	26.4%

Electronics Maintenance Technician III	\$15.91	26.4%
Forklift Operator	\$11.22	26.4%
General Clerk I	\$ 7.68	26.4%
General Clerk II	\$ 8.64	26.4%
General Clerk III	\$ 9.42	26.4%
General Clerk IV	\$10.58	26.4%
Instrument Mechanic	\$15.91	26.4%
Maintenance Sheet-Metal Worker	\$15.91	26.4%
Machinery Maintenance Mechanic	\$15.91	26.4%
Material Expediter	\$13.09	26.4%
Material Handling Laborer	\$ 8.42	26.4%
Motor Vehicle Mechanic	\$15.91	26.4%
Motor Vehicle Mechanic Helper	\$11.22	26.4%
Order Filler	\$10.58	26.4%
Pneudraulic Systems Mechanic	\$15.91	26.4%
Production Control Clerk	\$12.52	26.4%
Shipping/Receiving Clerk	\$10.29	26.4%
Supply Technician	\$13.91	26.4%
Shipping/Receiving Clerk	\$10.29	26.4%
Tools and Parts Attendant (Tool Crib Attendant)	\$11.22	26.4%
Warehouse Specialist (Warehouse Worker)	\$11.22	26.4%
Word Processor I	\$ 9.42	26.4%
Word Processor II	\$10.58	26.4%
Word Processor III	\$11.84	26.4%
(End of clause)		

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 30 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to the following:

Department of the Army
Army Contracting Agency, Southern Region
Fort Hood Contracting Command
SFCA-SR-HO (Contract Administration Division)
1001 761ST Tank Battalion Avenue, Room W103
Fort Hood, TX 76544-5025
Phone: (254) 287-5762

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2002)

The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) Hourly rate. (1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) of this section, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of this section.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials and subcontracts. (1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for items and services purchased directly for the contract only when payments of cash, checks, or other forms of payment have been made for such purchased items or services.

(4)(i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for items and services purchased directly for the contract only when the Contractor has made or will make payments of cash, checks, or other forms of payment to the subcontractor--

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

(B) Ordinarily prior to the submission of the Contractor's next payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(5) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(c) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and

documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) Audit. At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) Assignment. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) Refunds. The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract,

an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) Interim payments. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (AUG 1998)

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

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

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

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

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

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

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

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

(2) Is fixed-price and exceeds--

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

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

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

Any critical subcontracts not identified in para (k) below. See Contract Para H.35 for critical and non-critical definitions.

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting--

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

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

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

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

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

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

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

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

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

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

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

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

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

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

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

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

AEPCO
BRCS
AERODYNE
MPRI
DYNAMICS RESEARCH CORPORATION

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used this clause--

"Commercial item", has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

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

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(NOV 2001)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 1998)

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

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

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

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from [Contracting Officer to insert applicable information cited in 225.7401].

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2003)

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

- (1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://rmb.ogden.disa.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.236-7003 PAYMENT FOR MOBILIZATION AND PREPARATORY WORK (JAN 1997)

(a) The Government will make payment to the Contractor under the procedures in this clause for mobilization and preparatory work under item no.

(b) Payments will be made for actual payments by the Contractor on work preparatory to commencing actual work on the construction items for which payment is provided under the terms of this contract, as follows--

(1) For construction plant and equipment exceeding \$25,000 in value per unit (as appraised by the Contracting Officer at the work site) acquired for the execution of the work;

(2) Transportation of all plant and equipment to the site;

(3) Material purchased for the prosecution of the contract, but not to be incorporated in the work;

(4) Construction of access roads or railroads, camps, trailer courts, mess halls, dormitories or living quarters, field headquarters facilities, and construction yards;

(5) Personal services; and

(6) Hire of plant.

(c) Requests for payment must include--

(1) An account of the Contractor's actual expenditures;

(2) Supporting documentation, including receipted bills or certified copies of payrolls and freight bills; and

(3) The Contractor's documentation--

(i) Showing that it has acquired the construction plant, equipment, and material free from all encumbrances;

(ii) Agreeing that the construction plant, equipment, and material will not be removed from the site without the written permission of the Contracting Officer; and

(iii) Agreeing that structures and facilities prepared or erected for the prosecution of the contract work will be maintained and not dismantled prior to the completion and acceptance of the entire work, without the written permission of the Contracting Officer.

(d) Upon receiving a request for payment, the Government will make payment, less any prescribed retained percentage, if--

(1) The Contracting Officer finds the--

(i) Construction plant, material, equipment, and the mobilization and preparatory work performed are suitable and necessary to the efficient prosecution of the contract; and

(ii) Preparatory work has been done with proper economy and efficiency.

(2) Payments for construction plant, equipment, material, and structures and facilities prepared or erected for prosecution of the contract work do not exceed--

(i) The Contractor's cost for the work performed less the estimated value upon completion of the contract; and

(ii) 100 percent of the cost to the contractor of any items having no appreciable salvage value; and

(iii) 75 percent of the cost to the contractor of items which do have an appreciable salvage value.

(e) (1) Payments will continue to be made for item no. _____, and all payments will be deducted from the contract price for this item, until the total deductions reduce this item to zero, after which no further payments will be made under this item.

(2) If the total of payments so made does not reduce this item to zero, the balance will be paid to the Contractor in the final payment under the contract.

(3) The retained percentage will be paid in accordance with the Payments to Contractor clause of this contract.

(f) The Contracting Officer shall determine the value and suitability of the construction plant, equipment, materials, structures and facilities. The Contracting Officer's determinations are not subject to appeal.

(End of clause)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2003)

(a) At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(b) Contractor submission of the material inspection and receiving information required by Appendix F of the Defense FAR Supplement by using the Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) electronic form (see paragraph (b)(1) of the clause at 252.232-7003) fulfills the requirement for a material inspection and receiving report (DD Form 250).

(End of clause)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

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

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

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

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

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

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of

lading, which shall contain the following information --

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) The Contractor shall include this clause, including this paragraph (h), in all subcontractors under this contract that--

- (1) Exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation; and
- (2) Are for a type of supplies described in paragraph (b)(3) of this clause.

(End of clause)

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

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

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

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

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

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

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

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

(End of clause)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (MAY 1995)

(a) When placing orders under Federal Supply Schedules or Personal Property Rehabilitation Price Schedules, the Contractor shall follow the terms of the applicable schedule and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule or Personal Property Rehabilitation Price Schedule contractor).

(2) The following statement:

This order is placed under written authorization from the Administrative Contracting Officer as dated in the individual Task Order. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract or Personal Property Rehabilitation Price Schedule contract, the latter will govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) If a Federal Supply Schedule contractor refuses to honor an order placed by a Government contractor under an agency authorization, the Contractor shall report the circumstances to the General Services Administration, FFN, Washington, DC 20406, with a copy to the authorizing office.

(c) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(d) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. Such termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address will be identified in each Task Order.

Government Remittance Address will be identified in each Task Order.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

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