SOLICIT	ATION, O	FFER A	ND AV	VARI	` '			r is a rated or CFR 700)	DER	RATING	PAGE OF	PAGES 88
2. CONTRACT NO.	:	3. SOLICITA	TION NO.		E OF SOL		N 5	. DATE ISSUED	6. REQ	UISITION/PURCHASE NO.		
W912JB-06-D-4013-P000	017	W912JB-0	6-R-4001		SEALED I NEGOTIA		, c	06 Dec 2005				
7. ISSUED BY 127 MSC			COL	E W9	12JB		8. ADD	RESS OFFER TO	(If o	ther than Item 7) COL	E	
43200 MAPLE ST												
BLDG 105, RM 16 SELFR DGE ANGB MI 4	8045-5213		TEL:				Se	e Item 7		TEL:		
			FAX:							FAX:		
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9. Sealed offers in	original and 4	copies	for furnish	ng the s					e receiv	ed at the place specified in It	em 8. or if	
handcarried, in the			101 141111	-		ee Secti		o Bonroddio Will C		until <u>02:00 PM</u> local tim		006
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			ns, and Wit	hdrawals	s: See Sec	ction L,	Provis	ion No. 52.214	-7 or 52.	215-1. All offers are subject	to all terms	and
conditions contain	i	ation.			I					AND O FAMIL ADDRESS		
10. FOR INFORMATION CALL:						PHONE (307-5230		area code) (NO	COLLECT	CALLS) C. E-MAIL ADDRESS	_	
CALL.	(b)(6)				. ,					(D)(6)		
(X) SEC.	DESC	CRIPTION			PAGE(S)		OF CO SEC.	NTENTS		DESCRIPTION		PAGE(S)
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	ES OR SERVICES			rs -	2 - 54					NTS, EXHIBITS AND OTH	ER ATTACE	
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	RIES OR PERFO				71 - 74	\perp	C			OF OFFERORS		
	ACT ADMINIST				75	+				NOTICES TO OFFERORS		
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										which prices are offered at the		
each item, deliver									s upon v	men prices are offered at the	, price set op	posite
13. DISCOUNT FO	OR PROMPT PA	AYMENT		Ne	et 30 Days	S						
	Clause No. 52.23				_							
14. ACKNOWLEI					AMEND	MENT	NO.	DATE		AMENDMENT NO.	DAT	ГЕ
	cknowledges rece FATION for off											
	nbered and dated		elateu									
15A. NAME		CODE	462Z2		J	FACILI	TY		16. NAN	ME AND TITLE OF PERSO	N AUTHOR	IZED TO
711112	COASTAL MANAGEN	MENT SOLUT	IONS						SIGN	N OFFER (Type or print)		
ADDRESS	ONE COLUMBUS CE	ENTER, SUIT	E 600						5101			
OF OFFEROR	VIRGINIA BEACH VA	23462								AMY PRZYMUZALA / PRES	SIDENT	
OFFEROR												
15B. TELEPHONI	E NO (Include a	rea code)	15C. C		REMITTA				17. SIG	NATURE	18. OFFER	DATE
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19. ACCEPTED AS TO) HEMS NUMBER	ED	20. AM	40UNT \$0.00) EST			See Schedule		APPROPRIATION		
22. AUTHORITY FOR	R USING OTHER T	HAN FULL	AND OPEN	COMPET	ITION:			23. SUBMIT	INVOIC	ES TO ADDRESS SHOWN I	N ITEM	[
	.C. 2304(c)()	41 U.S.C.)			(4 copies unless			, , ,	•
24. ADMINISTERED	BY (If other than Ite	em 7)	(CODE	FA6221			25. PAYMENT	WILL BE	MADE BY CO	ODE	
127 MSC 43200 MAPLE ST				_				DEFINED ON II	NDIVIDUAL	TASK ORDER		
BLDG 105, RM 16								. MI				
SELFR DGE ANGB M	I 48045-5213											
26. NAME OF CONTRA		(Type or p	rint)	(C)			(b)((6)			28. AWARD	
(b)(6) L TEL: (586) 239-52		EMA	AIL: (D)	(O)			(~)(· ·	e of Contra	cting Officer)	30-Mar-2	2006

Section B - Supplies or Services and Prices

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY

0001 UNDEFINED UNDEFINED \$0.00

Basic Year -PASS Schedule II NG

FFP

Non-Personal Services: The contractor shall furnish all Acquisition related services in accordance with both the contract Performance Work Statement and the Task Order specific Performance Work Statements. The applicable labor rates specified in Table B-1 shall be used to price individual task orders. Each task order will specify the labor category(s), service location and period of performance. This CLIN includes Tiers 1, 2 and 3, on and off site, hourly and monthly Schedule II A support. Requirements covered by the Service Contract Act, are in Schedule II B. Schedule rates are all inclusive. Period of Performance: Date of Award through 14 Mar 2007. Maximum Ceiling for National Guard Orders inclusive of all options is \$30M.

FOB: Destination

SIGNAL CODE: A

MAX \$0.00 NET AMT

QUANTITY

0001AA UNDEFINED Each UNDEFINED \$0.00

FFP - Basic Year FFP Task Orders

FFP

Non-personal Services- Fixed price Task Orders shall be issued against this CLIN using the labor rates established in B-1 for the basic year. Task orders shall not exceed 12 months.

FOB: Destination SIGNAL CODE: A

MAX \$0.00

NET AMT

ACRN AB \$0.00

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY

0001AB UNDEFINED Each UNDEFINED \$0.00

BasicYear - Travel

COST

Non-personal Services - Travel-Contractor travel requirements shall be issued against this CLIN. Payment will be IAW the Joint Trave Regulation (JTR) pursuant to FAR Part 31 for per diem and travel expenses. This is a cost reimbursement CLIN, plus applicable handling rate percentage established in Table B-1.

FOB: Destination SIGNAL CODE: A

MAX COST UNDEFINED

QUANTITY

UNDEFINED Each UNDEFINED \$0.00

Basic Year - Reimbursable expenses

COST

0001AC

Non-personal services - Reimbursable expenses as applicable to the task order shall be issued against this CLIN. Contractor shall provide deliverables, including supplies as specified in individual Task Orders. Materials do not include those items included as part of contractor G&A expense. This is a cost reimbursement CLIN. In accordance with the contract, no G&A or profit can be added to the direct costs.

FOB: Destination SIGNAL CODE: A

MAX COST UNDEFINED

ACRN AB \$0.00

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY

0001AD 10,000 Overtime \$0.00 \$0.00

Hours

Basic Year FFP Overtime Labor Rate Task

FFP

Non-personal Services- Fixed price Task Orders shall be issued against this CLIN using the overtime labor rates established in B-6 for the basic year. Task orders shall not exceed 12 months

FOB: Destination SIGNAL CODE: A

MAX \$0.00 NET AMT

ACRN AB \$0.00

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SUPPLIES/SERVICES **UNIT UNIT PRICE** ITEM NO MAX MAX AMOUNT

OUANTITY

0002 UNDEFINED **UNDEFINED** \$0.00

EXERCISED Option Year 1-PASS Schedule II NG OPTION

FFP

Non-Personal Services: The contractor shall furnish all Acquisition related services in accordance with both the contract Performance Work Statement and the Task Order specific Performance Work Statements. The applicable labor rates specified in Table B-1 shall be used to price individual task orders. Each task order will specify the labor category(s), service location and period of performance. This CLIN includes Tiers 1, 2 and 3, on and off site, hourly and monthly Schedule II A support. Requirements covered by the Service Contract Act, are in Schedule II B. Schedule rates are all inclusive. Period of

Performance: 15 March 2007 through 14 March 2008. Maximum Ceiling for

National Guard Orders inclusive of all options is \$30M.

FOB: Destination SIGNAL CODE: A

> \$0.00 MAX **NET AMT**

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT

QUANTITY

0002AA **UNDEFINED** Each **UNDEFINED** \$0.00

EXERCISED Option Year 1 FFP Task Orders

OPTION

Non-personal Services- Fixed price Task Orders shall be issued against this CLIN using the labor rates established in B-1 for the basic year. Task orders shall not exceed 12 months.

FOB: Destination SIGNAL CODE: A

> MAX \$0.00 **NET AMT**

QUANTITY

UNDEFINED Each UNDEFINED \$0.00

EXERCISED Option Year 1 - Travel OPTION

COST

0002AB

Non-personal services-travel

Contractor travel requirements shall be issued against this CLIN. Payment will be IAW the Joint Travel Regulation (JTR) pursuant to FAR Part 31 for per diem and travel expenses. This is a cost reimbursement CLIN, plus applicable handling rate percentage established in Table B-1.

FOB: Destination SIGNAL CODE: A

MAX COST UNDEFINED

ACRN AB \$0.00

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

QUANTITY

0002AC UNDEFINED Each UNDEFINED \$0.00

EXERCISED Option Year 1- Reimbursable expenses

OPTION COST

Non-personal Services- Reimbursable expenses as applicable to the task order shall be issued against this CLIN. Contractor shall provide deliverables, including supplies as specified in individual Task Orders. Materials do not include those items included as part of contractor G&A expense. This is a cost reimbursement CLIN. In accordance with the contract, no G&A or profit can be added to the direct costs.

FOB: Destination SIGNAL CODE: A

MAX COST UNDEFINED

UNIT PRICE ITEM NO SUPPLIES/SERVICES **OUANTITY UNIT AMOUNT** 0002AD 10,000 Overtime \$0.00 \$0.00 Hours

EXERCISED Option Year 1 - FFP Overtime Labor Rate

OPTION **FFP**

> Non-personal Services-Fixed price Task Orders shall be issued against this CLIN using the overtime labor rates established in B-6 for the basic year. Task orders

shall not exceed 12 months

FOB: Destination SIGNAL CODE: A

> **NET AMT** \$0.00

ACRN AB \$0.00

ITEM NO SUPPLIES/SERVICES **UNIT UNIT PRICE** MAX AMOUNT MAX **OUANTITY**

0003 **UNDEFINED UNDEFINED** \$0.00

EXERCISED Option Year 2 - PASS Schedule II NG OPTION FFP

Non-Personal Services: The contractor shall furnish all Acquisition related services in accordance with both the contract Performance Work Statement and the Task Order specific Performance Work Statements. The applicable labor rates specified in Table B-1 shall be used to price individual task orders. Each task order will specify the labor category(s), service location and period of performance. This CLIN includes Tiers 1, 2 and 3, on and off site, hourly and monthly Schedule II A support. Requirements covered by the Service Contract Act, are in Schedule II B. Schedule rates are all inclusive. Period of Performance for Option Year 2 on the contract: 15 March 2008 through 14 March 2009. Maximum Ceiling for National Guard Orders inclusive of all options is \$30M.

FOB: Destination SIGNAL CODE: A

> MAX \$0.00 **NET AMT**

ITEM NO SUPPLIES/SERVICES **UNIT UNIT PRICE** MAX AMOUNT MAX

QUANTITY

0003AA **UNDEFINED UNDEFINED** \$0.00 EST Each

EXERCISED Option Year 2 - PASS Task Order OPTION

FFP

Non-personal Services- Fixed price Task Orders shall be issued against this CLIN using the labor rates established in B-1 for the basic year. Task orders shall not exceed 12 months.

FOB: Destination SIGNAL CODE: A

> MAX \$0.00 (EST.)

NET AMT

ACRN AB \$0.00

ITEM NO SUPPLIES/SERVICES MAX **UNIT UNIT PRICE** MAX AMOUNT

QUANTITY

0003AB **UNDEFINED** Each **UNDEFINED** \$0.00

EXERCISED Option Year 2 - Travel OPTION

COST

Non-personal services-Travel

Contractor travel requirements shall be issued against this CLIN. Payment will be IAW the Joint Travel Regulation (JTR) pursuant to FAR Part 31 for per diem and travel expenses. This is a cost reimbursement CLIN, plus applicable handling rate percentage established in Table B-1.

FOB: Destination SIGNAL CODE: A

> MAX COST **UNDEFINED**

QUANTITY

UNDEFINED Each UNDEFINED

\$0.00

0003AC EXERCISED OPTION

Option Year 2 - Reimbursable expenses

COST

Non-personal Services- Reimbursable expenses as applicable to the task order shall be issued against this CLIN. Contractor shall provide deliverables, including supplies as specified in individual Task Orders. Materials do not include those items included as part of contractor G&A expense. This is a cost reimbursement CLIN. In accordance with the contract, no G&A or profit can be added to the direct costs.

FOB: Destination SIGNAL CODE: A

MAX COST UNDEFINED

ACRN AB \$0.00

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0003AD 10,000 Overtime \$0.00 \$0.00 EST

Hours

EXERCISED OPTION

Option Year 2 Overtime Labor Rate

FFP

Non-personal Services- Fixed price Task Orders shall be issued against this CLIN using the overtime labor rates established in B-6 for the basic year. Task orders

shall not exceed 12 months FOB: Destination

SIGNAL CODE: A

NET AMT \$0.00 (EST.)

ACRN AB \$0.00

ITEM NO SUPPLIES/SERVICES MAX **UNIT UNIT PRICE** MAX AMOUNT **OUANTITY** 0004 UNDEFINED UNDEFINED \$0.00

EXERCISED Option Year 3 - PASS Schedule II NG

OPTION

Non-Personal Services: The contractor shall furnish all Acquisition related services in accordance with both the contract Performance Work Statement and the Task Order specific Performance Work Statements. The applicable labor rates specified in Table B-1 shall be used to price individual task orders. Each task order will specify the labor category(s), service location and period of performance. This CLIN includes Tiers 1, 2 and 3, on and off site, hourly and monthly Schedule II A support. Requirements covered by the Service Contract Act, are in Schedule II B. Schedule rates are all inclusive. Period of Performance: 15 March 2009 through 14 March 2010. Maximum Ceiling for

National Guard Orders inclusive of all options is \$30M.

FOB: Destination SIGNAL CODE: A

> MAX \$0.00 **NET AMT**

ITEM NO SUPPLIES/SERVICES MAX **UNIT UNIT PRICE** MAX AMOUNT

OUANTITY UNDEFINED UNDEFINED \$0.00 0004AA Each

EXERCISED Option Year 3 FFP Task Orders OPTION **FFP**

> Non-personal Services-Fixed price Task Orders shall be issued against this CLIN using the labor rates established in B-1 for the basic year. Task orders shall not

exceed 12 months.

FOB: Destination SIGNAL CODE: A

> MAX \$0.00

> > **NET AMT**

OUANTITY

UNDEFINED Each **UNDEFINED**

\$0.00

0004AB **EXERCISED** OPTION

Option Year 3 - Travel

COST

Non-personal services-Travel

Contractor travel requirements shall be issued against this CLIN. Payment will be IAW the Joint Travel Regulation (JTR) pursuant to FAR Part 31 for per diem and travel expenses. This is a cost reimbursement CLIN, plus applicable handling rate percentage established in Table B-1.

FOB: Destination SIGNAL CODE: A

> MAX COST **UNDEFINED**

ACRN AB \$0.00

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT **OUANTITY** 0004AC **UNDEFINED** Each **UNDEFINED** \$0.00

EXERCISED OPTION

Option Year 3 - Reimbursable Expenses

COST

Non-personal Services- Reimbursable expenses as applicable to the task order shall be issued against this CLIN. Contractor shall provide deliverables, including supplies as specified in individual Task Orders. Materials do not include those items included as part of contractor G&A expense. This is a cost reimbursement CLIN. In accordance with the contract, no G&A or profit can be added to the direct costs.

FOB: Destination SIGNAL CODE: A

> MAX COST **UNDEFINED**

QUANTITY UNIT **UNIT PRICE AMOUNT** ITEM NO SUPPLIES/SERVICES 0004AD 10,000 Overtime \$0.00 \$0.00

Hours

EXERCISED OPTION

Option Year 3 - FFP Overtime Labor Rate

Non-personal Services- Fixed price Task Orders shall be issued against this CLIN using the overtime labor rates established in B-6 for the basic year. Task orders

shall not exceed 12 months

FOB: Destination SIGNAL CODE: A

> **NET AMT** \$0.00

\$0.00 ACRN AB

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SUPPLIES/SERVICES **UNIT UNIT PRICE** ITEM NO MAX MAX AMOUNT

OUANTITY

0005 UNDEFINED **UNDEFINED** \$0.00

EXERCISED Option Year 4 - PASS Schedule II NG OPTION

FFP

Non-Personal Services: The contractor shall furnish all Acquisition related services in accordance with both the contract Performance Work Statement and the Task Order specific Performance Work Statements. The applicable labor rates specified in Table B-1 shall be used to price individual task orders. Each task order will specify the labor category(s), service location and period of performance. This CLIN includes Tiers 1, 2 and 3, on and off site, hourly and monthly Schedule II A support. Requirements covered by the Service Contract Act, are in Schedule II B. Schedule rates are all inclusive. Period of

Performance: 15 March 2010 through 14 March 2011. Maximum Ceiling for

National Guard Orders inclusive of all options is \$30M.

FOB: Destination SIGNAL CODE: A

> \$0.00 MAX **NET AMT**

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT

QUANTITY

0005AA **UNDEFINED** Each **UNDEFINED** \$0.00

EXERCISED Option Year 4 FFP Task Orders OPTION

Non-personal Services- Fixed price Task Orders shall be issued against this CLIN using the labor rates established in B-1 for the basic year. Task orders shall not

exceed 14 March 2011. FOB: Destination SIGNAL CODE: A

MAX \$0.00

NET AMT

QUANTITY

UNDEFINED Each UNDEFINED \$0.00

EXERCISED Option Year 4 - Travel OPTION

COST

0005AB

Non-personal services-Travel

Contractor travel requirements shall be issued against this CLIN. Payment will be IAW the Joint Travel Regulation (JTR) pursuant to FAR Part 31 for per diem and travel expenses. This is a cost reimbursement CLIN, plus applicable handling rate percentage established in Table B-1.

FOB: Destination SIGNAL CODE: A

MAX COST UNDEFINED

ACRN AB \$0.00

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

QUANTITY
0005AC UNDEFINED Each UNDEFINED \$0.00

EXERCISED OPTION

Option Year 4 - Reimbursable Expenses

COST

Non-personal Services- Reimbursable expenses as applicable to the task order shall be issued against this CLIN. Contractor shall provide deliverables, including supplies as specified in individual Task Orders. Materials do not include those items included as part of contractor G&A expense. This is a cost reimbursement CLIN. In accordance with the contract, no G&A or profit can be added to the direct costs.

FOB: Destination SIGNAL CODE: A

MAX COST UNDEFINED

ITEM NO SUPPLIES/SERVICES MAX UNIT **UNIT PRICE** MAX AMOUNT **QUANTITY** 0005AD 10,000 Overtime \$0.00 \$0.00 Hours **EXERCISED** Option Year 4 - FFP Overtime Labor Rate OPTION FFP Non-personal Services- Fixed price Task Orders shall be issued against this CLIN using the overtime labor rates established in B-6 for the basic year. Task orders shall not exceed 12 months FOB: Destination SIGNAL CODE: A

> MAX \$0.00 NET AMT

ACRN AB \$0.00

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ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

QUANTITY UNDEFINED

UNDEFINED

\$0.00

Basic Year -Other DoD Pass Schedule II

FFP

0006

Non-Personal Services: The contractor shall furnish all Acquisition related services in accordance with both the contract Performance Work Statement and the Task Order specific Performance Work Statements. The applicable labor rates specified in Table B-1 shall be used to price individual task orders. Each task order will specify the labor category(s), service location and period of performance. This CLIN includes Tiers 1, 2 and 3, on and off site, hourly and monthly Schedule II A support. Requirements covered by the Service Contract Act, are in Schedule II B. Schedule rates are all inclusive. Period of Performance: Date of Award through 14 March 2007. Maximum Ceiling for

Other DoD Agency Orders inclusive of all options is \$10M.

FOB: Destination SIGNAL CODE: A

MAX NET AMT \$0.00

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

QUANTITY

0006AA UNDEFINED Each UNDEFINED \$0.00 NTE

Basic Year FFP Task Orders- DoD

FFP

Fixed price Task Orders shall be issued against this CLIN using the labor rates established in B-1 for the basic year. Task orders shall not exceed 12 months.

FOB: Destination SIGNAL CODE: A

MAX \$0.00 NET AMT

0006AB UNDEFINED

Labor UNDEFINED Hours

UNDEFINED

Basic Year-Labor Hour Task Order -DoD

LH

Non Personal Services - Task Orders placed against this line item are subject to FAR Clause 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002. Task orders shall be issued against this CLIN using the labor rates established in B-1 for the basic year. Task orders shall not exceed 12 months

FOB: Destination SIGNAL CODE: A

TOT MAX PRICE \$0.00

ACRN AB \$0.00

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT OUANTITY

UNDEFINED Each

UNDEFINED

\$0.00

Basic Year - Travel - DoD

COST

0006AC

Non personal Services- Travel-Contractor travel requirements shall be issued against this CLIN. Payment will be IAW the Joint Travel Regulation (JTR) pursuant to FAR Part 31 for per diem and travel expenses. This is a cost reimbursement CLIN, plus applicable handling rate percentage established in Table B-1.

FOB: Destination SIGNAL CODE: A

MAX COST UNDEFINED

QUANTITY

UNDEFINED Months UNDEFINED

\$0.00

Basic Year - Reimbursable expenses- DoD

COST

0006AD

Non-personal Services- Reimbursable expenses as applicable to the task order shall be issued against this CLIN. Contractor shall provide deliverables, including supplies as specified in individual Task Orders. Materials do not include those items included as part of contractor G&A expense. This is a cost reimbursement CLIN. In accordance with the contract, no G&A or profit can be added to the direct costs.

FOB: Destination SIGNAL CODE: A

MAX COST UNDEFINED

ACRN AB \$0.00

ITEM NO SUPPLIES/SERVICES QUANTITY UNIT UNIT PRICE AMOUNT 0006AE 10,000 Overtime \$0.00 \$0.00 Hours

Basic Year FFP Overtime Labor Rate DoD

FFP

Non-personal Services- Fixed price Task Orders shall be issued against this CLIN using the overtime labor rates established in B-6 for the basic year. Task orders shall not exceed 12 months

FOB: Destination SIGNAL CODE: A

NET AMT \$0.00

ACRN AB \$0.00

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ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

QUANTITY

0007 UNDEFINED UNDEFINED \$0.00

EXERCISED OPTION EE

Option Year 1-Other DoD PASS Schedule II

FFP

Non-Personal Services: The contractor shall furnish all Acquisition related services in accordance with both the contract Performance Work Statement and the Task Order specific Performance Work Statements. The applicable labor rates specified in Table B-1 shall be used to price individual task orders. Each task order will specify the labor category(s), service location and period of performance. This CLIN includes Tiers 1, 2 and 3, on and off site, hourly and monthly Schedule II A support. Requirements covered by the Service Contract Act, are in Schedule II B. Schedule rates are all inclusive. Period of Performance:15 March 2007 tthrough 14 March 2008. Maximum Ceiling for Other DoD Agency Orders inclusive of all options is \$10M.

Other DoD Agency Orders inclusive of all options is \$10M.

FOB: Destination SIGNAL CODE: A

MAX \$0.00 NET AMT

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

QUANTITY

0007AA UNDEFINED Each UNDEFINED \$0.00

EXERCISED OPTION

Option Year 1 FFP Task Orders DoD

FF.

Non-personal Services- Fixed price Task Orders shall be issued against this CLIN using the labor rates established in B-1 for the basic year. Task orders shall not exceed 12 months

FOB: Destination SIGNAL CODE: A

MAX \$0.00 NET AMT

UNDEFINED

\$0.00

SUPPLIES/SERVICES **UNIT UNIT PRICE** ITEM NO MAX MAX AMOUNT

OUANTITY

UNDEFINED UNDEFINED Labor

Hours

EXERCISED Option Year 1 Labor Hour Task Orders DoD OPTION

0007AB

Non Personal Services - Task Orders placed against this line item are subject to FAR Clause 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002. Task orders shall be issued against this CLIN using the labor rates established in B-1 for the basic year. Task orders shall not exceed 12 months.

FOB: Destination SIGNAL CODE: A

> TOT MAX PRICE \$0.00

ACRN AB \$0.00

ITEM NO SUPPLIES/SERVICES UNIT **UNIT PRICE** MAX MAX AMOUNT **QUANTITY**

0007AC **UNDEFINED UNDEFINED** Each

EXERCISED Option Year 1- Travel - DoD OPTION

COST

Non-personal services-Travel

Contractor travel requirements shall be issued against this CLIN. Payment will be IAW the Joint Travel Regulation (JTR) pursuant to FAR Part 31 for per diem and travel expenses. This is a cost reimbursement CLIN, plus applicable handling rate percentage established in Table B-1.

FOB: Destination SIGNAL CODE: A

> MAX COST **UNDEFINED**

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY

0007AD UNDEFINED Months UNDEFINED \$0.00

EXERCISED Option Year 1 Reimbursable Expenses-Dod OPTION 000 FT.

Non-personal Services- Reimbursable expenses as applicable to the task order shall be issued against this CLIN. Contractor shall provide deliverables, including supplies as specified in individual Task Orders. Materials do not include those items included as part of contractor G&A expense. This is a cost reimbursement CLIN. In accordance with the contract, no G&A or profit can be added to the direct costs.

FOB: Destination SIGNAL CODE: A

MAX COST UNDEFINED

ACRN AB \$0.00

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY

0007AE 10,000 Overtime \$0.00 \$0.00

Hours

EXERCISED Option Year 1 Overtime Labor Rate DoD OPTION

FFP

Non-personal Services- Fixed price Task Orders shall be issued against this CLIN using the overtime labor rates established in B-6 for the basic year. Task orders shall not exceed 12 months

FOB: Destination SIGNAL CODE: A

MAX \$0.00 NET AMT

ACRN AB \$0.00

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY $0008 \qquad \qquad \text{UNDEFINED} \qquad \qquad \text{UNDEFINED} \qquad \qquad \0.00 EXERCISED Option Year 2-Other DoD PASS Schedule II

OPTION FF

FFP FFP

Non-Personal Services: The contractor shall furnish all Acquisition related services in accordance with both the contract Performance Work Statement and the Task Order specific Performance Work Statements. The applicable labor rates specified in Table B-1 shall be used to price individual task orders. Each task order will specify the labor category(s), service location and period of performance. This CLIN includes Tiers 1, 2 and 3, on and off site, hourly and monthly Schedule II A support. Requirements covered by the Service Contract Act, are in Schedule II B. Schedule rates are all inclusive. Period of Performance for Option Year 2: 15 March 2008 through 14 March 2009. Maximum Ceiling for National Guard Orders inclusive of all options is \$10M.

FOB: Destination SIGNAL CODE: A

MAX \$0.00 NET AMT

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SUPPLIES/SERVICES UNIT **UNIT PRICE** ITEM NO MAX AMOUNT MAX

OUANTITY

0008AA **UNDEFINED** Each **UNDEFINED** \$0.00 EST

EXERCISED Option Year 2 - PASS Task Order DoD OPTION

FFP

Non-personal Services- Fixed price Task Orders shall be issued against this CLIN using the labor rates established in B-1 for the basic year. Task orders shall not exceed 12 months.

FOB: Destination SIGNAL CODE: A

> \$0.00 (EST.) MAX **NET AMT**

ACRN AB \$0.00

SUPPLIES/SERVICES **UNIT PRICE** ITEM NO MAX **UNIT** MAX AMOUNT

UNDEFINED 0008AB **UNDEFINED** Labor **UNDEFINED**

Hours

EXERCISED Option Year 2 Labor Hour Task Orders DoD OPTION

LH

Non Personal Services - Task Orders placed against this line item are subject to FAR Clause 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002. Task orders shall be issued against this CLIN using the labor rates established in B-1 for the basic year. Task orders shall not exceed 12 months.

QUANTITY

FOB: Destination SIGNAL CODE: A

> TOT MAX PRICE \$0.00 NTE

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ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

QUANTITY

0008AC UNDEFINED Each UNDEFINED \$0.00

EXERCISED Optioon Year 2 - Travel - DoD OPTION

COST

Non-personal services-Travel. Contractor travel requirements shall be issued against this CLIN. Payment will be IAW the Joint Travel Regulation (JTR) pursuant to FAR Part 31 for per diem and travel expenses. This is a cost reimbursement CLIN, plus applicable handling rate percentage established in Table B-1.

FOB: Destination SIGNAL CODE: A

MAX COST UNDEFINED

ACRN AB \$0.00

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

QUANTITY

UNDEFINED Months UNDEFINED

\$0.00

0008AD EXERCISED OPTION

Option Year 2 - Reimbursable Expense-DoD

COST

Non-personal Services- Reimbursable expenses as applicable to the task order shall be issued against this CLIN. Contractor shall provide deliverables, including supplies as specified in individual Task Orders. Materials do not include those items included as part of contractor G&A expense. This is a cost reimbursement CLIN. In accordance with the contract, no G&A or profit can be added to the direct costs.

FOB: Destination SIGNAL CODE: A

MAX COST UNDEFINED

ITEM NOSUPPLIES/SERVICESQUANTITYUNITUNIT PRICEAMOUNT0008AE10,000Overtime\$0.00\$0.00 EST

Hours

EXERCISED OPTION

Option Year Overtime Labor Rate DoD

FFP

Non-personal Services- Fixed price Task Orders shall be issued against this CLIN using the overtime labor rates established in B-6 for the basic year. Task orders shall not exceed 12 months

FOB: Destination SIGNAL CODE: A

NET AMT \$0.00 (EST.)

ACRN AB \$0.00

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT QUANTITY

0009 UNDEFINED Each UNDEFINED \$0.00

EXERCISED OPTION

Option Year 3-Other DoD PASS Schedule II

FF

Non-Personal Services: The contractor shall furnish all Acquisition related services in accordance with both the contract Performance Work Statement and the Task Order specific Performance Work Statements. The applicable labor rates specified in Table B-1 shall be used to price individual task orders. Each task order will specify the labor category(s), service location and period of performance. This CLIN includes Tiers 1, 2 and 3, on and off site, hourly and monthly Schedule II A support. Requirements covered by the Service Contract Act, are in Schedule II B. Schedule rates are all inclusive. Period of Performance: 15 March 2009 through 14 March 2010. Maximum Ceiling for Other DoD Agency Orders inclusive of all options is \$10M.

FOB: Destination SIGNAL CODE: A

MAX \$0.00

NET AMT

ITEM NO SUPPLIES/SERVICES **UNIT UNIT PRICE** MAX AMOUNT MAX

QUANTITY

0009AA **UNDEFINED UNDEFINED** \$0.00 Each

EXERCISED Option Year 3 - FFP Task Orders DoD OPTION

FFP

Non-personal Services- Fixed price Task Orders shall be issued against this CLIN using the labor rates established in B-1 for the basic year. Task orders shall not exceed 12 months.

FOB: Destination SIGNAL CODE: A

> MAX \$0.00 **NET AMT**

ACRN AB \$0.00

ITEM NO SUPPLIES/SERVICES MAX **UNIT UNIT PRICE** MAX AMOUNT

QUANTITY

0009AB **UNDEFINED** Labor **UNDEFINED UNDEFINED**

Hours

EXERCISED OPTION

Option Year 3 Labor Hour Task Order DoD

Non Personal Services - Task Orders placed against this line item are subject to FAR Clause 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002. Task orders shall be issued against this CLIN using the labor rates established in B-1 for the basic year. Task orders shall not exceed 12 months.

FOB: Destination SIGNAL CODE: A

> TOT MAX PRICE \$0.00

QUANTITY

UNDEFINED Each UNDEFINED \$0.00

EXERCISED Option Year 3 - Travel - DoD OPTION

COST

0009AC

Non-personal services-Travel

Contractor travel requirements shall be issued against this CLIN. Payment will be IAW the Joint Travel Regulation (JTR) pursuant to FAR Part 31 for per diem and travel expenses. This is a cost reimbursement CLIN, plus applicable handling rate percentage established in Table B-1.

FOB: Destination SIGNAL CODE: A

MAX COST UNDEFINED

ACRN AB \$0.00

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

QUANTITY

0009AD UNDEFINED Months UNDEFINED \$0.00

EXERCISED Option Year 3 - Reimbursable Expense-DoD

OPTION COST

Non-personal Services- Reimbursable expenses as applicable to the task order shall be issued against this CLIN. Contractor shall provide deliverables, including supplies as specified in individual Task Orders. Materials do not include those items included as part of contractor G&A expense. This is a cost reimbursement CLIN. In accordance with the contract, no G&A or profit can be added to the direct costs.

FOB: Destination SIGNAL CODE: A

MAX COST UNDEFINED

ITEM NO SUPPLIES/SERVICES **OUANTITY UNIT UNIT PRICE AMOUNT** 0009AE 10,000 Overtime \$0.00 \$0.00

Hours

EXERCISED OPTION

Option Year 3 Overtime Labor Rate DoD

FFP

Non-personal Services-Fixed price Task Orders shall be issued against this CLIN using the overtime labor rates established in B-6 for the basic year. Task orders

shall not exceed 12 months

FOB: Destination SIGNAL CODE: A

> **NET AMT** \$0.00

ACRN AB \$0.00

ITEM NO SUPPLIES/SERVICES **UNIT UNIT PRICE** MAX AMOUNT MAX

OUANTITY

0010 **UNDEFINED UNDEFINED** \$0.00

EXERCISED Option Year 4-Other DoD PASS Schedule II OPTION FFP

Non-Personal Services: The contractor shall furnish all Acquisition related services in accordance with both the contract Performance Work Statement and the Task Order specific Performance Work Statements. The applicable labor rates specified in Table B-1 shall be used to price individual task orders. Each task order will specify the labor category(s), service location and period of performance. This CLIN includes Tiers 1, 2 and 3, on and off site, hourly and monthly Schedule II A support. Requirements covered by the Service Contract Act, are in Schedule II B. Schedule rates are all inclusive. Period of Performance: 15 March 2010 through 14 March 2011. Maximum Ceiling for

Other DoD Agency Orders inclusive of all options is \$10M.

FOB: Destination SIGNAL CODE: A

> MAX \$0.00

NET AMT

ITEM NO SUPPLIES/SERVICES **UNIT UNIT PRICE** MAX AMOUNT MAX

QUANTITY

UNDEFINED UNDEFINED \$0.00 0010AA Each

EXERCISED Option Year 4 FFP Task Orders DoD OPTION

FFP

Non-personal Services- Fixed price Task Orders shall be issued against this CLIN using the labor rates established in B-1 for the basic year. Task orders shall not exceed 14 March 2011.

FOB: Destination SIGNAL CODE: A

> MAX \$0.00 **NET AMT**

ACRN AB \$0.00

ITEM NO SUPPLIES/SERVICES MAX **UNIT UNIT PRICE** MAX AMOUNT

QUANTITY

0010AB **UNDEFINED** Labor **UNDEFINED UNDEFINED**

Hours

EXERCISED Option Year 4 Labor Hour Task Order DoD

OPTION

Non Personal Services - Task Orders placed against this line item are subject to FAR Clause 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002. Task orders shall be issued against this CLIN using the labor rates established in B-1 for the basic year. Task orders shall not exceed 14 March 2011.

FOB: Destination SIGNAL CODE: A

> TOT MAX PRICE \$0.00

QUANTITY

0010AC UNDEFINED Each UNDEFINED \$0.00

EXERCISED Option Year 4 Travel - DoD OPTION

COST

Non-personal services-Travel

Contractor travel requirements shall be issued against this CLIN. Payment will be IAW the Joint Travel Regulation (JTR) pursuant to FAR Part 31 for per diem and travel expenses. This is a cost reimbursement CLIN, plus applicable handling rate percentage established in Table B-1.

FOB: Destination SIGNAL CODE: A

MAX COST UNDEFINED

ACRN AB \$0.00

ITEM NO SUPPLIES/SERVICES MAX UNIT UNIT PRICE MAX AMOUNT

QUANTITY

0010AD UNDEFINED Months UNDEFINED \$0.00

EXERCISED Option Year 4 - Reimbursable Expense-DoD

OPTION

COST

Non-personal Services- Reimbursable expenses as applicable to the task order shall be issued against this CLIN. Contractor shall provide deliverables, including supplies as specified in individual Task Orders. Materials do not include those items included as part of contractor G&A expense. This is a cost reimbursement CLIN. In accordance with the contract, no G&A or profit can be added to the direct costs.

FOB: Destination SIGNAL CODE: A

MAX COST UNDEFINED

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\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010AE		10,000	Overtime	\$0.00	\$0.00
			Hours		

EXERCISED Option Year FFP Overtime Labor Rate DoD OPTION

FFP

Non-personal Services- Fixed price Task Orders shall be issued against this CLIN using the overtime labor rates established in B-6 for the basic year. Task orders shall not exceed 12 months

FOB: Destination SIGNAL CODE: A

ACRN AB

NET AMT \$0.00

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM	MINIMUM	MAXIMUM	MAXIMUM
QUANTITY	AMOUNT	QUANTITY	AMOUNT
	\$2,500.00		\$5,000,000.00

DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND ORDER VALUE

The minimum quantity and order value for each Delivery/Task Order issued shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for each Delivery/Task Order issued shall not exceed the maximum quantity and order value stated in the following table.

MINIMUM	MINIMUM	MAXIMUM	MAXIMUM
QUANTITY	AMOUNT	QUANTITY	AMOUNT
1.00			\$5,000,000.00

CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the following table.

CLIN 0001AA	MINIMUM QUANTITY	MINIMUM AMOUNT \$	MAXIMUM QUANTITY	MAXIMUM AMOUNT \$
0001AC		\$		\$
0001		\$		\$
0001AB		\$		\$
0001AD		\$		\$
0002AA		\$		\$
0002		\$		\$
0002AB		\$		\$
0002AD		\$		\$
0003AA		\$		\$
0002AC		\$		\$
0003		\$		\$
0003AB		\$		\$
0004AB		\$		\$
0003AC		\$		\$
0003AD		\$		\$
0004		\$		\$
0004AA		\$		\$
0004AC		\$		\$
0004AD		\$		\$
0005		\$		\$
0005AA		\$		\$
0005AB		\$		\$

0005AC	\$ \$
0005AD	\$ \$
0006	\$ \$
0006AA	\$ \$
0006AC	\$ \$
0006AE	\$ \$
0007AA	\$ \$
0006AB	\$ \$
0006AD	\$ \$
0007	\$ \$
0007AB	\$ \$
0007AC	\$ \$
0007AE	\$ \$
0008AA	\$ \$
0008AC	\$ \$
0007AD	\$ \$
0008	\$ \$
0008AB	\$ \$
0008AD	\$ \$
0008AE	\$ \$
0009AD	\$ \$
0010AC	\$ \$
0009	\$ \$
0009AA	\$ \$
0009AB	\$ \$
0009AC	\$ \$
0009AE	\$ \$

0010	\$ \$
0010AA	\$ \$
0010AB	\$ \$
0010AD	\$ \$
0010AE	\$ \$

SECTION B

TABLE B-1

TIER	LOCATION
1	REST OF THE CONTIGUOUS UNITED STATES
1	INDIANAPOLIS-ANDERSON-COLUMBUS, IN
1	HUNTSVILLE-DECATUR, AL
1	PITTSBURGH-NEW CASTLE, PA
1	DAYTON-SPRINGFIELD-GREENVILLE, OH
1	PHOENIX-MESA-SCOTTSDALE, AZ
1	RICHMOND, VA
1	BUFFALO-NIAGARA-CATTARAGUS, NY
1	COLUMBUS-MARION-CHILLICOTHE, OH
1	RALEIGH-DURHAM-CARY, NC
2	CLEVELAND-AKRON-ELYRIA, OH
2	MINNEAPOLIS-ST. PAUL-ST. CLOUD, MN-WI
2	MILWAUKEE-RACINE-WAUKESHA , WI
2	CINCINNATI-MIDDLETOWN-WILMINGTON, OH-KY-IN
2	ATLANTA-SANDY SPRINGS-GAINSVILLE, GA-AL
2	PORTLAND-VANCOUVER-BEAVERTON, OR-WA
2	DALLAS-FORT WORTH, TX
2	MIAMI-FORT LAUDERDALE-MIAMI BEACH, FL
2	SEATTLE-TACOMA-OLYMPIA, WA
2	PHILADELPHIA-CAMDEN-VINELAND, PA-NJ-DE-MD
2	SACRAMENTO-ARNED-ARCADE-TRUCKEE, CA-NV
2	DENVER-AURORA-BOULDER, CO
3	WASHINGTON-BALTIMORE-NORTHERN VIRGINIA, DC-MD-PA-VA-WV
3	SAN DIEGO-CARLSBAD-SAN MARCOS, CA
3	DETROIT-WARREN-FLINT, MI
3	BOSTON-WORCESTER-MANCHESTER, MA-NH-ME-RI
3	CHICAGO-NAPERVILLE-MICHIGAN CITY, IL-IN-WI
3	HARTFORD-WEST HARTFORD-WILLIMANTIC, CT-MA
3	LOS ANGELES-LONG BEACH-RIVERSIDE, CA

3	NEW YORK-NEWARK-BRIDGEPORT, NY-NJ-CT-PA
3	HOUSTON-BAYTOWN-HUNTSVILLE, TX
3	SAN JOSE-SAN FRANCISCO-OAKLAND, CA

SCHED	ULE II – ACQU	UISITION SUP	PORT SERVIC	ES	
	BA	SE PERIOD		1	I
		105 1 1 1	(T) G		
Schedule II Grou	p A – Profession	nal & Technical	(Exempt) Supp	ort Services	
TIER 1		TIER 1	TIER 1	TIER 1	TIER 1
All Locations not Covered by Tier 2 or	3	11EK 1	HEKI	11EK 1	IIEK I
LABOR CATEGORY	GS EQ	HOURLY On Site	HOURLY Off Site	MONTHLY on-site	MONTHLY off -site
Contract Administrator I	GS-09	\$			
Contract Administrator IA	GS-09	\$			
Contract Administrator II	GS-11	\$			
Contract Administrator IIA	GS-11	\$			
Contract Administrator III	GS-12	\$			
Contract Administrator IIIA	GS-12	\$			
Instructor/Facilitator I	GS-12	\$			
Instructor/Facilitator IA	GS-12	\$			
Instructor/Facilitator II	GS-13	\$			
Instructor/Facilitator IIA	GS-14	\$			
Procurement Technician I	GS-09	C			
Procurement Technician IA	GS-09 GS-09	\$			
Frocurement Technician IA	G3-09	\$			
Procurement Analyst I	GS-09	\$			
Procurement Analyst IA	GS-09	\$			
Procurement Analyst II	GS-11	\$			
Procurement Analyst IIA	GS-11	\$			
Procurement Analyst III	GS-12	\$			
Procurement Analyst IIIA	GS-12	\$			
Procurement Analyst IV	GS-13	\$			
Procurement Analyst IVA	GS-14	\$			

	BA	SE PERIOD TIER 2			
TIER 2		TIER 2	TIER 2	TIER 2	TIER 2
LABOR CATEGORY	GS EQ	HOURLY On Site	HOURLY Off Site	MONTHLY on-site	MONTHLY off -site
Contract Administrator I	GS-09				
Contract Administrator IA	GS-09				
Contract Administrator II	GS-11				
Contract Administrator IIA	GS-11				
Contract Administrator III	GS-12				
Contract Administrator IIIA	GS-12				
Instructor/Facilitator I	GS-12				
Instructor/Facilitator IA	GS-12				
Instructor/Facilitator II	GS-13				
Instructor/Facilitator IIA	GS-14	-			
Procurement Technician I	GS-09				
Procurement Technician IA	GS-09	-			
Procurement Analyst I	GS-09				
Procurement Analyst IA	GS-09				
Procurement Analyst II	GS-11				
Procurement Analyst IIA	GS-11				
Procurement Analyst III	GS-12				
Procurement Analyst IIIA	GS-12				
Procurement Analyst IV	GS-13				
Procurement Analyst IVA	GS-14				

BASE PERIOD TIER 3								
TIER 3		TIER 3	TIER 3	TIER 3	TIER 3			
LABOR CATEGORY	GS EQ	HOURLY On Site	HOURLY Off Site	MONTHLY on-site	MONTHLY off -site			
Contract Administrator I	GS-09							
Contract Administrator IA	GS-09							
Contract Administrator II	GS-11							
Contract Administrator IIA	GS-11							
Contract Administrator III	GS-12							
Contract Administrator IIIA	GS-12							
Instructor/Facilitator I	GS-12							
Instructor/Facilitator IA	GS-12							
Instructor/Facilitator II	GS-13							
Instructor/Facilitator IIA	GS-14							
Procurement Technician I	GS-09							
Procurement Technician IA	GS-09							
Procurement Analyst I	GS-09							
Procurement Analyst IA	GS-09							
Procurement Analyst II	GS-11							
Procurement Analyst IIA	GS-11							
Procurement Analyst III	GS-12							
Procurement Analyst IIIA	GS-12							
Procurement Analyst IV	GS-13							
Procurement Analyst IVA	GS-14							
TRAVEL HANDLING RATE	(b) (4)							

SCHEDUI	LE II – ACQU	UISITION SUP	PORT SERVIC	ES	
	OPT	TION YEAR 1			T
Schedule II Group	A Profession	nal & Tachnical	(Evennt) Sunn	ort Sarvices	
Schedule II Group	A - I Totession	lai & Teeminear	(Exempt) Supp	ort Services	
TIER 1		TIER 1	TIER 1	TIER 1	TIER 1
All Locations not Covered by Tier 2 or 3					
LABOR CATEGORY	GS EQ	HOURLY On Site	HOURLY Off Site	MONTHLY on-site	MONTHLY off -site
Contract Administrator I	GS-09				
Contract Administrator IA	GS-09				
Contract Administrator II	GS-11				
Contract Administrator IIA	GS-11				
Contract Administrator III	GS-12				
Contract Administrator IIIA	GS-12				
Instructor/Facilitator I	GS-12				
Instructor/Facilitator IA	GS-12				
Instructor/Facilitator II	GS-13				
Instructor/Facilitator IIA	GS-14				
Procurement Technician I	GS-09				
Procurement Technician IA	GS-09				
	00.00				
Procurement Analyst I	GS-09				
Procurement Analyst IA	GS-09				
Procurement Analyst II	GS-11				
Procurement Analyst IIA	GS-11				
Procurement Analyst III	GS-12				
Procurement Analyst IIIA	GS-12				
Procurement Analyst IV	GS-13				
Procurement Analyst IVA	GS-14				

	OPT	TION YEAR 1 TIER 2		ı	I
TIER 2		TIER 2	TIER 2	TIER 2	TIER 2
LABOR CATEGORY	GS EQ	HOURLY On Site	HOURLY Off Site	MONTHLY on-site	MONTHLY off -site
Contract Administrator I	GS-09				
Contract Administrator IA	GS-09				
Contract Administrator II	GS-11				
Contract Administrator IIA	GS-11				
Contract Administrator III	GS-12				
Contract Administrator IIIA	GS-12				
Instructor/Facilitator I	GS-12				
Instructor/Facilitator IA	GS-12				
Instructor/Facilitator II	GS-13				
Instructor/Facilitator IIA	GS-14				
Procurement Technician I	GS-09				
Procurement Technician IA	GS-09				
Procurement Analyst I	GS-09				
Procurement Analyst IA	GS-09				
Procurement Analyst II	GS-11				
Procurement Analyst IIA	GS-11				
Procurement Analyst III	GS-12				
Procurement Analyst IIIA	GS-12				
Procurement Analyst IV	GS-13				
Procurement Analyst IVA	GS-14				

	OPT	TION YEAR 1 TIER 3		I	
TIER 3		TIER 3	TIER 3	TIER 3	TIER 3
LABOR CATEGORY	GS EQ	HOURLY On Site	HOURLY Off Site	MONTHLY on-site	MONTHLY off -site
Contract Administrator I Contract Administrator IA	GS-09 GS-09				
Contract Administrator II	GS-11				
Contract Administrator IIA	GS-11				
Contract Administrator III	GS-12				
Contract Administrator IIIA	GS-12				
Instructor/Facilitator I	GS-12				
Instructor/Facilitator IA	GS-12				
Instructor/Facilitator II	GS-13				
Instructor/Facilitator IIA	GS-14				
Procurement Technician I	GS-09				
Procurement Technician IA	GS-09				
Procurement Analyst I	GS-09				
Procurement Analyst IA	GS-09				
Procurement Analyst II	GS-11				
Procurement Analyst IIA	GS-11				
Procurement Analyst III	GS-12				
Procurement Analyst IIIA	GS-12				
Procurement Analyst IV	GS-13				
Procurement Analyst IVA	GS-14				
TRAVEL HANDLING RATE	8.6%				

SCHEDU	LE II – ACQ	UISITION SUP	PORT SERVIC	ES	
	OPT	TION YEAR 2			
Schedule II Group	A – Profession			1	
TIER 1		TIER 1	TIER 1	TIER 1	TIER 1
All Locations not Covered by Tier 2 or 3	l				
LABOR CATEGORY	GS EQ	HOURLY On Site	HOURLY Off Site	MONTHLY on-site	MONTHLY off -site
Contract Administrator I	GS-09				
Contract Administrator IA	GS-09				
Contract Administrator II	GS-11				
Contract Administrator IIA	GS-11				
Contract Administrator III	GS-12				
Contract Administrator IIIA	GS-12				
Instructor/Facilitator I	GS-12				
Instructor/Facilitator IA	GS-12				
Instructor/Facilitator II	GS-13				
Instructor/Facilitator IIA	GS-14				
Procurement Technician I	GS-09				
Procurement Technician IA	GS-09				
Procurement Analyst I	GS-09				
Procurement Analyst IA	GS-09				
Procurement Analyst II	GS-11				
Procurement Analyst IIA	GS-11				
Procurement Analyst III	GS-12				
Procurement Analyst IIIA	GS-12				
Procurement Analyst IV	GS-13				
Procurement Analyst IVA	GS-14				

	OPT	TION YEAR 2 TIER2		T	I
TIER 2		TIER 2	TIER 2	TIER 2	TIER 2
LABOR CATEGORY	GS EQ	HOURLY On Site	HOURLY Off Site	MONTHLY on-site	MONTHLY off -site
Contract Administrator I	GS-09				
Contract Administrator IA	GS-09				
Contract Administrator II	GS-11				
Contract Administrator IIA	GS-11				
Contract Administrator III	GS-12				
Contract Administrator IIIA	GS-12				
Instructor/Facilitator I	GS-12				
Instructor/Facilitator IA	GS-12				
Instructor/Facilitator II	GS-13				
Instructor/Facilitator IIA	GS-14				
Procurement Technician I	GS-09				
Procurement Technician IA	GS-09				
Procurement Analyst I	GS-09				
Procurement Analyst IA	GS-09				
Procurement Analyst II	GS-11				
Procurement Analyst IIA	GS-11				
Procurement Analyst III	GS-12				
Procurement Analyst IIIA	GS-12				
Procurement Analyst IV	GS-13				
Procurement Analyst IVA	GS-14				

GS EQ GS-09	TIER 3 HOURLY On Site	TIER 3 HOURLY	TIER 3	TIER 3
		HOURLY		
GS-09		Off Site	MONTHLY on-site	MONTHLY off -site
J. 07				
GS-09				
GS-11				
GS-11				
GS-12				
GS-12				
GS-12				
GS-14				
GS-09				
GS-11				
GS-11				
GS-12				
GS-12				
GS-13				
GS-14				
8.6%				
	GS-11 GS-12 GS-12 GS-12 GS-12 GS-13 GS-14 GS-09 GS-09 GS-09 GS-09 GS-11 GS-11 GS-12 GS-12 GS-13 GS-14	GS-11 GS-12 GS-12 GS-12 GS-13 GS-14 GS-09 GS-09 GS-09 GS-09 GS-11 GS-11 GS-12 GS-12 GS-13 GS-14	GS-11 GS-12 GS-12 GS-12 GS-13 GS-14 GS-09 GS-09 GS-09 GS-09 GS-11 GS-11 GS-12 GS-12 GS-13 GS-14	GS-12 GS-12 GS-12 GS-13 GS-14 GS-09 GS-09 GS-09 GS-09 GS-11 GS-11 GS-12 GS-12 GS-13 GS-14

SCHEDU	JLE II – ACQU	JISITION SUP	PORT SERVIC	ES	
	OPT	TION YEAR 3			
Schedule II Group A – Professional &	Technical (Ex		1		
TIER 1		TIER 1	TIER 1	TIER 1	TIER 1
All Locations not Covered by Tier 2 or 3	3				
LABOR CATEGORY	GS EQ	HOURLY On Site	HOURLY Off Site	MONTHLY on-site	MONTHLY off -site
Contract Administrator I	GS-09				
Contract Administrator IA	GS-09				
Contract Administrator II	GS-11				
Contract Administrator IIA	GS-11				
Contract Administrator III	GS-12				
Contract Administrator IIIA	GS-12				
Instructor/Facilitator I	GS-12				
Instructor/Facilitator IA	GS-12				
Instructor/Facilitator II	GS-13				
Instructor/Facilitator IIA	GS-14				
Procurement Technician I	GS-09				
Procurement Technician IA	GS-09				
Procurement Analyst I	GS-09				
Procurement Analyst IA	GS-09				
Procurement Analyst II	GS-11				
Procurement Analyst IIA	GS-11				
Procurement Analyst III	GS-12				
Procurement Analyst IIIA	GS-12				
Procurement Analyst IV	GS-13				
Procurement Analyst IVA	GS-14				

	OPT	TION YEAR 3 TIER 2		T	T
TIER 2		TIER 2	TIER 2	TIER 2	TIER 2
LABOR CATEGORY	GS EQ	HOURLY On Site	HOURLY Off Site	MONTHLY on-site	MONTHLY off -site
Contract Administrator I	GS-09				
Contract Administrator IA	GS-09				
Contract Administrator II	GS-11				
Contract Administrator IIA	GS-11				
Contract Administrator III	GS-12				
Contract Administrator IIIA	GS-12				
Instructor/Facilitator I	GS-12				
Instructor/Facilitator IA	GS-12				
Instructor/Facilitator II	GS-13				
Instructor/Facilitator IIA	GS-14				
Procurement Technician I	GS-09				
Procurement Technician IA	GS-09				
Procurement Analyst I	GS-09				
Procurement Analyst IA	GS-09				
Procurement Analyst II	GS-11				
Procurement Analyst IIA	GS-11				
Procurement Analyst III	GS-12				
Procurement Analyst IIIA	GS-12				
Procurement Analyst IV	GS-13				
Procurement Analyst IVA	GS-14				

	OPT	TION YEAR 3 TIER 3			
TIER 3		TIER 3	TIER 3	TIER 3	TIER 3
LABOR CATEGORY	GS EQ	HOURLY On Site	HOURLY Off Site	MONTHLY on-site	MONTHLY off -site
Contract Administrator I	GS-09				
Contract Administrator IA	GS-09				
Contract Administrator II	GS-11				
Contract Administrator IIA	GS-11				
Contract Administrator III	GS-12				
Contract Administrator IIIA	GS-12				
Instructor/Facilitator I	GS-12				
Instructor/Facilitator IA	GS-12				
Instructor/Facilitator II	GS-13				
Instructor/Facilitator IIA	GS-14				
Procurement Technician I	GS-09				
Procurement Technician IA	GS-09				
Procurement Analyst I	GS-09				
Procurement Analyst IA	GS-09				
Procurement Analyst II	GS-11				
Procurement Analyst IIA	GS-11				
Procurement Analyst III	GS-12				
Procurement Analyst IIIA	GS-12				
Procurement Analyst IV	GS-13				
Procurement Analyst IVA	GS-14				
TRAVEL HANDLING RATE	8.6%				

SCHEDU	ULE II – ACQU	UISITION SUPI	PORT SERVIC	ES	
	OPT	TION YEAR 4		T	T
Schedule II Group	n A – Profession	nal & Technical	(Exempt) Supp	ort Services	
Schedule II Group	p 11 1101cssio1	Termen	(Exempt) Supp	STUBEL VICES	
TIER 1		TIER 1	TIER 1	TIER 1	TIER 1
All Locations not Covered by Tier 2 or	3				
LABOR CATEGORY	GS EQ	HOURLY On Site	HOURLY Off Site	MONTHLY on-site	MONTHLY off -site
Contract Administrator I	GS-09				
Contract Administrator IA	GS-09				
Contract Administrator II	GS-11				
Contract Administrator IIA	GS-11				
Contract Administrator III	GS-12				
Contract Administrator IIIA	GS-12				
Instructor/Facilitator I	GS-12				
Instructor/Facilitator IA	GS-12				
Instructor/Facilitator II	GS-13				
Instructor/Facilitator IIA	GS-14				
Procurement Technician I	GS-09				
Procurement Technician IA	GS-09				
2 2					
Procurement Analyst I	GS-09				
Procurement Analyst IA	GS-09				
Procurement Analyst II	GS-11				
Procurement Analyst IIA	GS-11				
Procurement Analyst III	GS-12				
Procurement Analyst IIIA	GS-12				
Procurement Analyst IV	GS-13				
Procurement Analyst IVA	GS-14				
·					

	OPT	TION YEAR 4 TIER 2			
TIER 2		TIER 2	TIER 2	TIER 2	TIER 2
LABOR CATEGORY	GS EQ	HOURLY On Site	HOURLY Off Site	MONTHLY on-site	MONTHLY off -site
Contract Administrator I	GS-09				
Contract Administrator IA	GS-09				
Contract Administrator II	GS-11				
Contract Administrator IIA	GS-11				
Contract Administrator III	GS-12				
Contract Administrator IIIA	GS-12				
T 4 4 75 324 4 T	GG 13				
Instructor/Facilitator I	GS-12				
Instructor/Facilitator IA	GS-12				
Instructor/Facilitator II	GS-13				
Instructor/Facilitator IIA	GS-14				
Procurement Technician I	GS-09				
Procurement Technician IA	GS-09				
Procurement Analyst I	GS-09				
Procurement Analyst IA	GS-09				
Procurement Analyst II	GS-11				
Procurement Analyst IIA	GS-11				
Procurement Analyst III	GS-12				
Procurement Analyst IIIA	GS-12				
Procurement Analyst IV	GS-13				
Procurement Analyst IVA	GS-14				
•					

	OPT	TION YEAR 4 TIER 3	I	1	
TIER 3		TIER 3	TIER 3	TIER 3	TIER 3
LABOR CATEGORY	GS EQ	HOURLY On Site	HOURLY Off Site	MONTHLY on-site	MONTHLY off -site
Contract Administrator I Contract Administrator IA	GS-09 GS-09				1
Contract Administrator II	GS-11				
Contract Administrator IIA	GS-11				
Contract Administrator III	GS-12				
Contract Administrator IIIA	GS-12				
Instructor/Facilitator I	GS-12				
Instructor/Facilitator IA	GS-12				
Instructor/Facilitator II	GS-13				
Instructor/Facilitator IIA	GS-14	 -			
Procurement Technician I	GS-09				
Procurement Technician IA	GS-09	 -			
Procurement Analyst I	GS-09				
Procurement Analyst IA	GS-09				
Procurement Analyst II	GS-11				
Procurement Analyst IIA	GS-11				
Procurement Analyst III	GS-12				
Procurement Analyst IIIA	GS-12				
Procurement Analyst IV	GS-13				
Procurement Analyst IVA	GS-14				
TRAVEL HANDLING RATE	8.6%				

BASE PERIOD	BA	SE	PE	RI	OI)
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Schedule II Group B- Non-Exempt (SCA Covered) Acquisition Support Services

LABOR CATEGORY	Occup. Code	GOV EQ	SCA RATE	SCA Fringe	Coefficient
					(1)
Procurement Clerk I	1117	GS-03	TBD	See WD	(b) (4)
Procurement Clerk II	1311	GS-04	TBD	See WD	
Procurement Assistant I	1312	GS-05	TBD	See WD	
Procurement Assistant II	1313	GS-06	TBD	See WD	
Procurement Assistant III	1314	GS-07	TBD	See WD	

SCHEDULE II - ACQUISITION SUPPORT SERVICES

Schedule II Group B- Non-Exempt (SCA Covered) Acquisition Support Services

OPTION YEAR 1

LABOR CATEGORY	Occup. Code	GOV EQ	SCA RATE	SCA Fringe	Coefficient
					(b) (1)
Procurement Clerk I	1117	GS-03	TBD	See WD	(D) (4)
Procurement Clerk II	1311	GS-04	TBD	See WD	
Procurement Assistant I	1312	GS-05	TBD	See WD	
Procurement Assistant II	1313	GS-06	TBD	See WD	
Procurement Assistant III	1314	GS-07	TBD	See WD	

SCHEDULE II - ACQUISITION SUPPORT SERVICES

Schedule II Group B- Non-Exempt (SCA Covered) Acquisition Support Services

OPTION YEAR 2

LABOR CATEGORY	Occup. Code	GOV EQ	SCA RATE	SCA Fringe	Coefficient
					(b) (4)
Procurement Clerk I	1117	GS-03	TBD	See WD	(D) (T)
Procurement Clerk II	1311	GS-04	TBD	See WD	
Procurement Assistant I	1312	GS-05	TBD	See WD	
Procurement Assistant II	1313	GS-06	TBD	See WD	
Procurement Assistant III	1314	GS-07	TBD	See WD	

SCHED	ULE II – ACQU	JISITION SUP	PORT SERVIC	ES	
Schedule II Group B	B- Non-Exempt	(SCA Covered) Acquisition Su	pport Services	
	OPT	TION YEAR 3			
LABOR CATEGORY	Occup. Code	GOV EQ	SCA RATE	SCA Fringe	Coefficient
Procurement Clerk I	1117	GS-03	TBD	See WD	
Procurement Clerk II	1311	GS-04	TBD	See WD	
Procurement Assistant I	1312	GS-05	TBD	See WD	
Procurement Assistant II	1313	GS-06	TBD	See WD	
Procurement Assistant III	1314	GS-07	TBD	See WD	
SCHED	ULE II – ACQU	JISITION SUP	PORT SERVIC	ES	
SCHED	ULE II – ACQU	UISITION SUP	PORT SERVIC	ES	
SCHED Schedule II Group E					
	3– Non-Exempt	(SCA Covered			
	3– Non-Exempt				
	3– Non-Exempt	(SCA Covered			Coefficient
Schedule II Group E	3- Non-Exempt OPT Occup. Code	(SCA Covered TION YEAR 4 GOV EQ	SCA RATE	pport Services SCA Fringe	
Schedule II Group F LABOR CATEGORY Procurement Clerk I	3- Non-Exempt OPT Occup. Code	(SCA Covered TION YEAR 4 GOV EQ GS-03	SCA RATE TBD	SCA Fringe See WD	
Schedule II Group F LABOR CATEGORY Procurement Clerk I	3- Non-Exempt OPT Occup. Code	(SCA Covered TION YEAR 4 GOV EQ	SCA RATE	pport Services SCA Fringe	Coefficient (b)
Schedule II Group E LABOR CATEGORY Procurement Clerk I Procurement Clerk II	OPT Occup. Code 1117 1311	GOV EQ GS-03 GS-04	SCA RATE TBD TBD	SCA Fringe See WD See WD	
Schedule II Group F LABOR CATEGORY Procurement Clerk I Procurement Clerk II	3- Non-Exempt OPT Occup. Code 1117 1311 1312	GS-03 GS-04 GS-05	SCA RATE TBD TBD TBD	SCA Fringe See WD See WD See WD	
Schedule II Group E	OPT Occup. Code 1117 1311	GOV EQ GS-03 GS-04	SCA RATE TBD TBD	SCA Fringe See WD See WD	

B1. CLAUSES AND PROVISION

- 1.1. Clauses and provisions from the Federal Acquisition Regulation (FAR) and supplements thereto are incorporated in this document by reference and in full text. Those incorporated by reference have the same force and effect as if they were given in full text.
- 1.2. Clauses and provisions in this document will be numbered in sequence, but will not necessarily appear in consecutive order.
- 1.3. Sections K, Land M will be physically removed in the award document, but will be deemed to be incorporated, by reference.

B2. GENERAL PROVISIONS

- 2.1. Contract Line Item Number (CLIN) structure will be in the contract award documents. This is an Indefinite-Delivery/Indefinite Quantity (ID/IQ) contract utilizing Firm-fixed-Price (FFP), and Time and Material/Labor Hours (T&M /LH) Task Orders in accordance with Federal Acquisition Regulation (FAR) Part 16.
- 2.2. Only the Contracting Officer executing these contracts and the Successor Contracting Officer has the authority to modify the term and conditions of these contracts.
- 2.3. Any services to be furnished under this contract will be ordered by issuance of Task Orders by the individuals or activities designated in this contract. Pursuant to Section 843 of the National Defense Authorization Act for Fiscal Year 2004 (PL 108-136) such orders may be issued from date of contract award until the last day of the basic contract period and any options exercised provided the performance period of the task order does not exceed the end of the fifth year of the contract. The total term of the contract, any options or extensions, and any performance there under may not exceed five years. The Government reserves the right to modify this clause to incorporate future statutory changes.
- 2.4. The Government reserves the right to issue additional solicitations and award additional contracts within the activities covered by this contract. This is not a Requirements Contract

B3. CONTRACT CEILING AND MINIMUM ORDERS

- 3.1. NAICS codes for the Schedule are as follows:
- 3.1.1. Schedule II— Acquisition Professional & Technical Support Services (100% set-aside for Small Business Concerns)
- 3.1.1.1. Schedule II Group A Acquisition Professional & Technical (Exempt) Support Services 541611, Administrative & General Management Consulting Services: size standard \$6.5M
- 3.1.1.2. Schedule II Group B Acquisition Technical (non-exempt), and Support Occupation Support Services 561110, Office Administrative Services: size standard \$6.5M
- 3.2. Contract Ceiling: The maximum value of each contract will not exceed \$30 M for the National Guard and \$10M for all other DoD Agencies) (Total \$40M) over the life of the contract, (Base Year and all Options). This contract ceiling is the government's most optimistic scenario with respect to monetary appropriations, future requirements, and work currently being accomplished by other contract providers.
- 3.3. Contract Minimums: The minimum guaranteed order for each contract is one or more task orders valued at \$2,500.00 for the life of the contract. In the event a task order is not issued within 30 days of contract award, payment may be made at the end of the basic period by issuing an order for \$2,500.00 and will be paid only if the contractor is not awarded a task order in the basic year of the contract. The government guarantees this amount over the life of the contract period. No separate guarantee exists for each option year.

B4. LABOR CLASSIFICATIONS

- 4.1. Labor classifications in the Schedules at Section J Attachment 2 are estimates of the type of personnel required to perform the services covered in the statement of work (SOW) and resulting Task Orders. The Government reserves the right to add additional classifications for similar type work based on National Guard requirements.
- 4.2. The Government will issue performance-based task orders to the Contractor(s) for individual tasks or projects. Performance requirements for individual task orders are developed at the installation where work is to be performed. Each individual task order will specify the task, location, service to be provided, performance measurements, the Schedule labor classification the Government has determined applies and if applicable, the

Service Contract Act (SCA) Wage determination for Non-Exempt classifications. The Contractor shall provide all necessary labor, supervision, materials and management to accomplish the requirements of the task order.

- 4.3. The Schedule rates, ((fixed price or SCA rate times the coefficient) plus SCA fringe) will be used to price individual task orders. When the task order indicates a "job title" not contained in the Schedule, the Government will provide the contractor with the Schedule classification equivalent to the task order job title. In the event the contractor does not agree with the Government's assignment, the issue will be resolved by the Contracting Officer placing the task order. If agreement cannot be reached then the issue will be forwarded to the PCO for reconciliation.
- 4.4. Actual DOL Wage Determinations will be issued at the Task Order level as applicable to the areas where services are required.
- 4.5. DOL's Labor Standards for Federal Service Contracts, 29 CFR, Part 4, applies to this contract. The Contractor, regardless of the rate proposed for billing and payment purposes, is required by the DOL to pay non-exempt employees at least the applicable wage determination rate for the specific area(s), if a specific determination(s) exists.
- 4.6. In the event the Contractor is unable to fulfill requirements in a timely manner, the Government reserves the right to obtain services from another source. A pattern of continued inability to fulfill requirements may constitute the basis for considering remedies under Termination clauses or for not exercising an option period. This is not a requirements contract and the Government reserves the right to obtain services from other sources.

B5. PLACE OF PERFORMANCE

- 5.1. The need for Professional and Administrative Support Services is on a nationwide basis, including the continental United States and the District of Columbia. The Contractor is expected to normally perform work under this contract in various customer agency locations, as well as non-government facilities when applicable. The place of performance will be specified in the individual task orders.
- 5.2. Requirements for the contracts include work in government facilities, off-site locations and telecommuting, which will be specified in each task order.

B6. OVERTIME, HOLIDAY AND WORK AT NIGHT

- 6.1. Overtime. Any overtime rates will be negotiated in advance of issuing individual task orders.
- 6.2. Work Required To Be Performed At Night. Any night or differential rates will be negotiated in advance of issuing individual task orders.
 - 6.3. Reserved
- 6.4. In the event performance of a task requires non-exempt employees to work in excess of an "established" normal workweek (usually 40 hours), thereby making the contracted employee eligible for an overtime premium, the Health and Welfare benefits will not be applied in calculating the loaded hourly rate. The overtime premium shall be computed as follows:
 - 6.4.1. (Hourly rate (SCA Rate) X 1.5) X Coefficient = Overtime loaded hourly rate
- 6.4.2. The Contractor shall bill for overtime hours based on an overtime markup percentage that results in the recovery only of FICA, FUTA, SUTA and "workman's compensation" costs for the overtime portion of the payment. This means that, for one hour of overtime, the Contractor shall recover costs in the same amount for their percentage markup as the Contractor would receive for any base hour at a straight time rate.

- 6.4.3. In conditions where work is required on a Federal holiday (such as a federal facility that is open on holidays), the Contractor shall pay its Service Contract Act applicable employees who work on the holiday regular pay for the hours worked on the holiday plus holiday pay in accordance with the Service Contract Act.
- 6.4.4. Liability for a Contractor employee's vacation is the responsibility of the Contractor by whom the person is employed at the time the contracted employee becomes eligible for vacation, i.e., the employee's anniversary date of employment (this could include time spent on a predecessor contract as well as time spent under the current contract). (See DOL Title 29 of the Code of Federal Regulations, Labor Standards for Federal Service Contracts, Part 4.)
- 6.4.4.1. Since all costs associated with vacations and holidays are the exclusive responsibility of the Contractor; the Contractor's markup percentage must include these costs. The only exception to this requirement would be if a specific statement were included in the wage determination, which makes an exception to the general rule).
 - 6.4.4.1.1. DOL wage determinations for some states indicate more than the 10 paid holidays stated in contract section C 7.20. The contractor is authorized to bill the applicable DOL hourly rate for the extra holiday hours. This applies only to DOL wage determination covered services (Schedule B).

B7. OTHER DIRECT CHARGES

- 7.1. As indicated in Section C, the Contractor may be required to obtain supplies, equipment, travel or services related to the performance of the task. Only supplies, equipment, travel or services specifically authorized by the Task Order will be reimbursed.
- 7.1.1. The Government will pay only the actual amount paid to the vendor for supplies, equipment, or services related to the performance of the task. Unless otherwise stated in the task order, no G&A or profit will be paid on these actual costs.
- 7.1.2. Travel costs shall be reimbursed utilizing the Federal Travel Regulation, Joint Travel Regulations and Standardized Regulations section 925 as applicable from FAR 31.205-46 for locality per diem rates. The travel costs will be reimbursed to include previously negotiated handling rates. No G&A or profit will be paid on these actual costs, however a set administrative handling fee, if proposed, is allowable.

B8. PROMOTIONAL PRICING

8.1. The Contractor is permitted to offer "promotional" terms when specific task order conditions and/or volume offer sufficient business potential to warrant special discount prices to the Government. Contractors may either offer promotional pricing in response to a task order request or in a written proposal at any time it is advantageous to the Government.

B9. SCHEDULES

- 9.1. Labor Category definitions for Professional (Exempt Services) are at Section J Attachment 1. Labor Category definitions for non-exempt classifications are annotated by an occupational code on the Schedule. For descriptions of the various (SCA) labor classifications, see http://www.dol.gov/dol/esa/public/regs/compliance/whd/wage/main.htm
- 9.2. The schedule is broken down into two Groups. One group (Group A) for professional/exempt type services and one group (Group B) for non-exempt services covered by the Service Contract Act (SCA) Wage determinations.

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

PROFESSIONAL AND ADMINISTRATIVE SUPPORT SERVICES (PASS) DECEMBER 2005

C1. INTRODUCTION

- 1.1. **Organization-** This Performance Work Statement (PWS) supports CONUS locations of the Air National Guard and the Army National Guard. This contract and employees thereof, is an extension of the National Guard Government staff, but shall not perform inherently governmental functions as defined in Office of Federal Procurement Policy (OFPP) Policy Letter 92-1, Inherently Governmental Functions and FAR Subpart 7.5, Inherently Governmental Functions. The Government expects the contractor to provide excellent support by providing the right expertise at the right place at the right time.
- 1.2. **Mission.** The mission of the Air National Guard (ANG) is "To provide combat capability to the war fighter and security to the homeland." Specifically, to provide ready units to the state and nation in three critical roles:
 - Our Federal Role: To support national security objectives
 - Our State Role: To protect life and property, and to preserve peace, order, and public safety.
 - Our Community Role: To participate in local, state, and national programs that add value to America
 - Our Vision is be a "Ready, reliable, and accessible force that maintains its relevancy now and through the millennium"
- 1.3. **Mission.** The mission of the Army National Guard (ARNG) is to provide mission ready units in support of the National Military Strategy.
 - Our Federal Role: To maintain properly trained and equipped units, available for prompt mobilization for war, national emergency, or as otherwise needed.
 - Our State Role: To provide trained and disciplined forces for domestic emergencies or as otherwise required by state law.

C2. DESCRIPTION OF SERVICES

- 2.1. The overarching objective is to provide comprehensive support to the National Guard mission nationwide, at Major Command (MAJCOM), Base, Post, or State Office level to the 48 contiguous states and the District of Columbia. The contractor shall provide a full range of non-personal services to achieve maximum effectiveness and economy in operations in support of the National Guard.
- 2.2. The government will request specific services under this PWS by issuance of Task Orders. The applicable Contracting Office will generate the task order. Each approved task order will identify the objective, scope, background, technical requirements, estimated level of effort, estimated other direct costs (e.g. travel and materials), period of performance, required schedule, deliverables and other considerations for each task. The contractor must provide personnel who possess knowledge, expertise and are highly skilled, often with specialized knowledge and experience with National Guard regulations and policies as defined in the Task Orders.

C3. SUMMARY OF REQUIRED SERVICES

3.1. The contractor shall provide a highly motivated, dedicated, professional staff to perform non-personal services, applicable to the Schedule awarded, to support programs with disciplines consistent with National Guard

roles and responsibilities. The disciplines include, but are not limited to, the following broad categories that are further defined in the Schedules (Section J Attachment 1):

- Acquisition Support
- Administrative Support
- Engineering Support (Professional)
- Financial Support
- Information Management Support
- Logistics Support
- Mechanical and Maintenance Support
- Program/Project Management Support
- Test and Analysis Support
- Training
- Transportation Management Support
- 3.2. Contractors are responsible for providing employees under the applicable schedule awarded. The Government reserves the right to include additional job titles of like/similar nature to those contained in a schedule after award. Schedule definitions applicable to this award are as follows:
- 3.2.1. **Schedule II Acquisition:** Non-personal Services for Acquisition and Related Fields for Professional, Technical and Support Occupations. This schedule includes occupations working in acquisition and contract management and related specialties at professional, technical and support levels. All services within this schedule are for services that are not inherently Governmental It includes occupations concerned with assistance in contract formation and administration, price analysis, procurement analysis, training and procurement data management. This schedule includes support occupations of a clerical and/or technical nature related to the acquisition tasks. Examples of labor categories included under this schedule:

Schedule II Group A – Professional & Technical (Exempt) Support Services

Procurement Analyst Contract Administration Price Analyst

Schedule II Group B- Technical (non-exempt), and Support Occupation Support Services

Procurement Clerk Procurement Technician Procurement Assistant

3.3. The services shall be provided for on-site base/post/office, MAJCOM or may be provided off-site when so designated by the Task Order. The contractor shall support the mission by providing specialized expertise in specific subject areas identified in Task Order. Performance of the tasks shall be in accordance with the Service Delivery Summary requirements of the Basic Contract and the Task Order. The contractor shall perform support tasks that may require knowledge of federal, state, and/or local regulations and statutes, Air Force, Army, DOD and National Guard regulations and other documentation. In addition, the contractor shall support National Guard mission and support internal operations to ensure quality assurance of its products and services. Contractor employees shall perform only services covered by task orders and only during periods covered by contract. No other services and only Government business may be conducted on Government premises.

C4. SERVICES DELIVERY SUMMARY (SDS)

SERVICE DELIVERY SUMMARY

PERFORMANCE OBJECTIVE	PERFORMANCE SCHEDULE
Adherence to Task Order SDS	As outlined in each Task Order
Identification of contractor employees, para 5.9	Contract employees have required badges displayed and identify themselves as contractors 98% of the time.
Monthly Hour/Expense reporting, para 7.7.1	Contractor shall provide accurate, complete reporting

data within 5 days of the end of each reporting period

- 4.1. This PWS conveys the basic requirements, performance standards and assessment measures that will apply to all issued Task Orders. Performance standards, when stated in the PWS, provide a general basis for measuring the performance of each requirement associated with the standard.
- 4.2. The contractor shall perform in accordance with the requirements of this PWS and the requirements of each individual Task Order. The service requirements are summarized into performance objectives. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement when applicable. Additional specific SDS factors may be defined in the individual Task Orders.
- 4.3. Government remedies. The Contracting Officer shall follow the requirements of FAR 52.246-4, Inspection of Services Fixed-Price (AUG 1996), or 52.246-6 Inspection-Time-and-Materials and Labor Hour, as applicable, for contractor's failure to correct non-conforming services. In the event that services fail to conform to contract requirements and cannot be remedied by re-performance, the Government reserves the right to reduce the contract price to reflect the reduced value of the non-conforming services. The government will notify the contractor of weaknesses or discrepancies as they become apparent. The first notification will be to attempt to obtain reperformance if possible. Deficiencies that exceed the SDS acceptable levels will be issued on a Contract Discrepancy Report.

C5. GOVERNMENT FURNISHED PROPERTY AND SERVICES

- 5.1. Government furnished property and services will be specified in each Task Order. Unless otherwise indicated in a particular task order, the government will provide all facilities, utilities, equipment and materials necessary to accomplish the work for "on-site" employees.
- 5.2. Unless otherwise specified in a particular task order, the Government will provide, at a minimum, the following equipment or office space to any on-site contractor employee:

Desk

Chair

Access to copy machine

Access to facsimile machine

Telephone, including long distance and voice mail

Desktop computer (PC) with access to a printer

- 5.3. Unless otherwise specified in a particular task order, the contractor(s) with a valid National Agency Check (NAC).will be provided access to the host base's unclassified computer network, The NAC must be verified through the Automated Security Clearance Approval Systems (AS CAS) roster of validation from the contractors security manager will be provided access to the host base's unclassified computer network and its inherent capabilities including, but not limited to: Internet access, electronic mail, file and print services, and dial-in network access. The contractor shall be aware of and abide with all government regulations concerning the authorized use of the government's computer network, including the restriction against using the network to recruit government personnel or advertise job openings.
- 5.4. Physical Security. The contractor shall be responsible for safeguarding all Government property provided for contractor use and adhere to the Government property requirements contained in this contract. Government furnished equipment; supplies and services are for official use only. The contractor shall use care to avoid damage to Government furnished equipment. At the end of each work period, all government facilities, equipment and materials shall be secured. All materials shall remain the property of the government and shall be returned to the contracting officer's representative upon request or at the end of the Task Order period of performance.

C6. KEY PERSONNEL

- 6.1. The Contractor shall appoint one Contract Manager and a back up manager, who will be the Contractor's authorized contact point with the PCO and the supervisor for Contractor personnel assigned to this contract. The appointment shall be in writing to the PCO prior to contract start. Where numerous employees are performing at a single location, the contractor may choose to appoint a TO specific Contract Manager, who should also be designated in writing to the KO.
- 6.2. The Contract Manager shall have full authority to commit the Contractor on matters concerning the contract, including: negotiating and approving task orders, and taking all actions necessary to ensure contract compliance and proper performance on assigned task orders, hiring, firing, and assigning personnel, and taking all actions necessary to ensure contract compliance and proper performance. Contract Manager(s) shall not be subcontracted personnel
- 6.3. The Government will not compensate the Contractor for either the Contract Manager or the Backup Manager(s) as hourly-rate contract line items. The Contract Manager and the Group Manager(s) shall be available for assignment to this contract on the effective date of the award of the contract (or task order), and remain in their respective positions a minimum of twelve (12) months.
- 6.4. Employment and staffing difficulties shall not be justification for the Contractor's failure to meet established schedules, and if such difficulties impair performance, the Contractor may be subject to default.
- 6.5. Personnel substitutions will not normally be permitted unless such substitutions are necessitated by an individual's sudden illness, death, termination of employment, changed work requirements, or substandard employee performance. All proposed substitutions of personnel shall be submitted, in writing to the PCO, at least 15 days (120 days if security clearances are needed) prior to the substitution if the person is affiliated with the basic contract. If the substitution is at the TO level, the Contractor shall promptly notify the KO in accordance with the following procedures:
- 6.5.1. Contract The Contractor shall submit all proposed substitutions of Key personnel to the PCO for approval. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution. The PCO will issue a modification to the contract to approve the substitution of Key Personnel.
- 6.5.1.1. Task Orders The Contractor shall submit a written request for substitution(s) on a task order to the KO. In the event a requirement to increase the level of effort occurs, the Contractor shall submit a written request along with supporting documentation to add personnel to the labor category specified under the task order.
- 6.6. The Government reserves the right to require the Contractor to reassign key Contractor employees who are deemed incompetent, careless, unsuitable or otherwise objectionable, or whose continued use under any task order issued under this contract is deemed contrary to the best interests of the Government. Notice of such reassignment will be given in writing by the KO

C7. GENERAL INFORMATION

- 7.1. Limited Contracting Officer Authority. Primary contracting officer (PCO) responsibilities for this contract shall reside at 127 MSC, Contracting Division, Selfridge ANG Base MI (127MSC). Task Order issuance and administration is hereby delegated to any Federally appointed Contracting Officer (KO) within the National Guard. Other DoD agency contracting officers will be individually given authority, which will be clearly delineated in a delegation of authority letter. A copy of these letters will be forwarded to the contractor. Direct any questions to the PCO.
- 7.2. Task Order Proposal Requirements: (Also see Section H of RFP) The issuance of a Task Order (TO) request for proposal (RFP) does not obligate the Government to issue Task Orders under this contract. The TO RFP

shall not authorize the contractor to perform any work prior to receipt of award. The contractor is not authorized to begin performance prior to the issuance of the Task Order or other proper notice provided by the KO.

- 7.3. Place of Performance. The place of performance will be identified in the Task Order.
- 7.4. Requirements for this contract include work in government facilities, off-site locations and telecommuting, which will be specified in each Task Order. Employees who do not work in a government office setting shall be responsible to supply everything necessary to accomplish the work at no additional cost to the Government unless the Task Order specifically authorizes reimbursement.
- 7.5. Travel Requirements. Contractor employees may be required to travel to various locations within the continental United States (CONUS) in performance of task orders. Estimated travel requirements will be included in the RFPs for each new task whenever possible.
- 7.5.1. The likelihood of travel for some tasks is moderate to high, sometimes with short notice. The contractor shall be able to accommodate and respond to short notice travel requirements. Short notice will normally be approximately 24 hours notice. Normal notice is considered not less than three business days. Estimated travel requirements will be included in Task Orders.
- 7.5.2. Travel costs shall be reimbursed utilizing the Federal Travel Regulation, Joint Travel Regulations and Standardized Regulations section 925 as applicable from FAR 31.205-46 for locality per diem rates. Contractor travel must be approved by the Government official as specified in the Task Order prior to departure. Actual modes of transportation and costs shall be agreed to in advance and reimbursed on a cost basis upon receipt of the invoice in Wide Area Work Flow and all receipts turned in to the appropriate Government Official. The travel costs will be reimbursed to include previously negotiated handling rates. No G&A or profit will be paid on these actual costs, however a set administrative handling fee, if proposed, is allowable.
- 7.5.3. Employee's salaries, benefits, etc., during the period of travel shall be the contractor's responsibility except as follows:
- 7.5.3.1 Non-exempt employees will be paid for actual travel time in accordance with DOL requirements and using the same criteria as for Government personnel traveling under the same circumstances.
- 7.5.3.2 Travel for exempt personnel is defined as for the purpose of reimbursement as a distance of greater than 50 miles, one way, from their normal work place. Exempt "on-site" employees will not suffer the loss of normal work hour pay due to Government directed travel. "Off site" employees will be entitled to labor reimbursement while traveling during normal Government duty hours (0600-1800 hours). The Government will reimburse labor hours for any exempt employee who travels during a normal period of work. For example an employee normally works from 8:00 AM to 5:00 PM. The employee starts travel at 2:00 PM and arrives at the travel location at 8:00 PM. A contractor may claim for that employee's labor hours for the period of 2:00 PM to 6:00 PM only.
- 7.5.3.3 Travel on non-duty days shall be accomplished only when it is required to meet Government mission requirements. Such travel shall be approved by the Task Order Contracting Officer or designated Contracting Officer Representative in advance, except in urgent situations. When requesting approval, the contractor shall indicate the time frame and number of hours requested. Travel reimbursement shall be limited to the following: Point of departure (home to city of travel requirement. Reasonable delays associated with the travel, not to exceed two hours are allowable. Example: The Government requires to Contractor to attend a meeting on Monday morning at 9:00 A.M. There is no available transportation to allow the contractor to leave on Monday and arrive at the meeting on time. The contractor leaves home for the airport on Sunday at 10:00 A.M. and arrives at the destination airport at 2:00 P.M. The contractor gets a rental car and drives directly to hotel arriving at 3:30 P.M. Labor hours may be billed for the period of 10:00 A.M. to 3:30 P.M. If the contractor chooses to make stops, to include meals on the way, that time should be deducted from the billed hours. Any delays enroute, for any reason, over 2 hours is not

reimbursable. The Contractor is responsible for ensuring that travel time outside of normal work hours is kept to a minimum.

Reimbursement for travel expenses:

- 1. Contractor will be reimbursed for travel and perdiem expenses as specifically authorized in the Task Order. Charges cannot exceed those stipulated in the Federal Travel Regulations unless documented by conditions listed in FAR 31.205-46, Travel Costs.
- Limits on travel rates for food and lodging are determined in accordance with Federal Travel Regulations.
- 3. Labor hour payments will be made for actual authorized travel time in support of approved task orders using the same criteria as for Government personnel traveling under the same circumstances. The Contractor is responsible for ensuring that travel time outside of normal work hours is kept to a minimum. Upon request, the Contractor shall furnish schedules and mode of transportation to the Government.
- 4. For Task Orders that are Firm Fixed Price, such as a conference, all travel costs should be included in the Fixed Price and not separately priced.
- 7.6. Reimbursable Expenses. When allowable by the Task Order, reimbursable expenses shall be paid by the Government with applicable receipts. Estimates for reimbursable expenses will be included in the Task Order. Unless otherwise stated in the task order no G&A or profit will be paid on these actual costs.
- 7.7. Monthly Hour/Expense Reporting. The contractor shall itemize monthly costs, breaking down hours worked, travel expenses and reimbursable expenses (if applicable). Receipts shall accompany requests for reimbursable expenses. The contractor shall organize this information by CLIN and shall differentiate tasking costs individually and separately to facilitate task cost monitoring. The report shall include costs incurred through the calendar month prior to the report. This report shall be submitted with invoice.
 - 7.7.1. Contractor Manpower Reporting. For Task Orders awarded for Army National Guard service personnel support, the Army requires contractors to report on number of personnel employed by major unit/command on a monthly basis. Contract Manpower Reporting shall be made by the contractor and shall be submitted to the secure website https://contractormanpower.army.pentagon mil. Instructions can be found at this web site. Procurement for services (to support military courts martial (to include expert witnesses, stenography services, transcription, etc.), are exempt.
 - 7.7.2 Monthly Task Order Tracking Log. Contractors are to submit a monthly report indicating a list of all Task Orders which were awarded to their schedule. Reports are due the 1st Monday of each Month.
- 7.8. Quarterly Reporting. On a Quarterly basis the contractor shall provide the PCO at 127 MSC a cumulative report of all amounts invoiced and paid by Line Item and location over the life of the contract. Include a breakdown of the hours worked per line item and indicate hours paid exclusively for travel time.
- 7.9. Performance of Services During Crisis Declared by the National Command Authority. (September 2002) (APPLICABILITY OF THIS CLAUSE WILL BE STATED IN EACH TASK ORDER. Some services provided by this contract may be considered mission essential and will be indicated as such in the task orders.) "Services determined to be essential for performance during crisis according to DoDI 3020.37 are plant operations, emergency and urgent work request, disaster preparedness, emergency operations and infrastructure maintenance (including construction). The services provided by this contract have been designated as essential contractor provided services and must be continued during a crisis. The contractor shall continue providing service to all applicable ANG and Army TOC contracts in progress [for some services, 24 hours a day] until the crisis is over. The contractor shall ensure enough skilled personnel are available during a crisis for any operational emergency due to utility failure,

damage control, and damage repair. A crisis management plan shall be submitted to the Contracting Officer within 10 calendar days after contract start date. The contractor shall identify essential personnel by submitting an essential personnel list to the Contracting Officer within 10 calendar days after contract start date. The list shall contain the individuals' names, addresses, contact telephone number, last four (4) numbers of their social security number, security clearances (if any), and duty title." Normal operating hours may be adjusted in support of crisis response. The contracting officer may notify the contractor of a declared crisis through the most expeditious secured means determined at the time of the crisis.

- 7.9.1. The Government reserves the right to include the requirement of services during a crisis after award of a task order if deemed in the Government's best interest. In the event of a declared National Emergency the Contracting Officer may be required to stop work on this contract for security reasons. Contractor shall ensure the Contracting Officer has a current "Off Duty" contact name and telephone number at all times to facilitate notification.
- 7.10. Contractor Employee Qualifications. To be identified in specific task order requirement Statements of Work. The contractor is responsible to provide a fully qualified workforce. The Contractor shall employ and utilize only experienced, responsible, and capable persons in the performance of work under this contract. All employees must be citizens of the United States or authorized aliens and shall be able to furnish proof of citizenship if asked to do so by the Contracting Officer.
- 7.11. When contractor employees are working on government facilities or participating at government meetings, they shall wear identification badges distinguishing themselves as such. The badges, at a minimum, must have the employee name and the word "contractor" displayed. Ideally, the company name will appear on the badge. Contractor or government issued badges are acceptable. Additionally, not withstanding any other provisions in the Performance Work Statement, the contractor shall perform no inherently governmental functions. Contractor employees shall identify themselves as a contractor in meetings, telephone conversations, all written communications and work situations so that their actions cannot be construed as acts of a Government official. The contractor shall take no action that binds the government to a final decision or results in the exercise of governmental discretion. When contractor personnel are tasked to attend a government meeting or conference, they shall identify themselves as employees of a contractor at the beginning of the meeting. The contractor may present government approved briefings at the meeting and answer questions with pre-approved government responses; however the contractor shall not become a de facto government representative in discussions.
- 7.12. Security Requirements. The contractor shall submit and maintain a list of all contract employees to the Contracting Officer designated in the task order. This list shall contain full names, the last four digits of their Social Security number, sex and date of birth. This information may be forwarded to the appropriate facility, where the employee may report to, for issuance of their ID card (to be accomplished within 5 days of employment). During the performance of their task orders, contractor employees may have access to or may generate unclassified information of a sensitive nature that is inappropriate for release to the public. Contractors shall implement information control procedures that require government approval prior to the release of any information derived from the performance on any task order by the contractor or its employees, regardless of forum.
- 7.12.1. Applicable to Air Force and ANG Bases unless specified otherwise in the task order: Air Force and ANG bases are closed Bases, pursuant to Sec 21, Internal Security Act of 1950, 50 U.S.C. 797 and, as such, only those persons granted permission may enter. It is therefore required that control be exercised over Contractor personnel while working on the Base. To maintain this control, a listing of all Contractor personnel who will be working under the contract, must be submitted to the Contracting Officer five working days prior to the start of work under the contract. The preferred method of providing this list is via email, to the contract administrator. The listing shall include, but not be limited to: contract number, task order number, employee name, and the estimated starting and ending date of each employee. Subsequent listings of all additions or deletions will be submitted as employees are hired or released.

- 7.12.2. The contractor shall sign an agreement acknowledging the security requirements of this contract as provided for in AFI 31-601, Industrial Security Program Management. The provisions for DoD 5220.00-M, National Industrial Security Program (NISPOM), shall apply to this contract. The contractor shall ensure that employees adhere to all MAJCOM, NGB and local security regulations and directives.
- 7.12.3. Security Clearances: Contract employees who have access to classified information, Local Area Network (LAN) or controlled or restricted areas require a local file check (LFC) and some will subsequently require a secret security clearance. Submission of Standard Form (SF) 86 shall be accomplished within 5 days of contract award or hiring of new personnel.
- 7.12.4. Retrieving Identification Media. The contractor shall retrieve all identification media, including vehicle passes, from employees who depart for any reason before the contract expires; e. g. terminated for cause, retirement etc.
- 7.12.5. COMSEC: All communications with DOD organizations are subject to communications security (COMSEC) review. Contractor personnel will be aware telephone communications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from, or terminating at, DOD organizations. Therefore, civilian contractor personnel are advised any time they place a call to, or receive a call from, an USAF organization, they are subject to COMSEC procedures. The contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with DOD information.
- 7.12.6. HSPD-12. The "smart" card, or new identification system will soon be necessary to access to physical assets and IT systems. The new, more stringent identity proofing requirements are becoming mandatory. Extensive employee background checks could take extended periods of time and could potentially hamper contract performance in the future. It is anticipated that interim cards will be made available based on a national criminal history check.
- 7.13. Safety and Environmental: The Contractor, his employees, and his subcontractors are subject to, and shall abide by and comply with, all relevant statutes, ordinances, laws and regulations of the United States (including Executive Orders of the President) and any State (or other public authority now or hereafter in force). The Contractor agrees to observe and comply with all applicable state and federal requirements regarding social security, workman's compensation, unemployment insurance and any other matters concerning employment applicable to the performance of this contract or rules, regulations, directions and order not inconsistent herewith as may from time to time be issued by the Government. The unilateral act of any Governmental body against any employee of the Contractor for the violation of a state or federal law or regulation shall not excuse the Contractor from full compliance with the terms and conditions of this contract.
- 7.13.1. The contractor shall comply with all applicable Occupational Safety and Health Standards (OSHA) Standards, technical orders, regulations, and referenced publications. The contractor shall comply with the highest degree of safety protection where any disagreements exist.
- 7.13.2. Accident prevention and safety practices on contractual work under the jurisdiction of the Contracting Officer are the responsibilities of the contractor concerned. The Contractor shall brief all employees on proper safety and accident reporting. The Contractor shall provide all occupational health services to his employees. Contractor employees shall be instructed to notify the Contractor's contract manager of potential or existing occupational health hazards that require attention.
- 7.13.3. Liability. The Contractor hereby agrees to release the Government (to include its officer, enlisted personnel, agents, and employees) from any liability for any loss, damage, or injury sustained by the Contractor or

his employees during the performance of this contract. The Contractor also agrees to indemnify the Government for any loss, damage, or injury to Government personnel or agents or other third parties, provided such loss to the Government is caused by the negligence of the Contractor or his personnel while performing this contract.

- 7.13.4. Removal of Personnel. The Contracting Officer may require the Contractor to remove from the job those employees who endanger persons or property; those who manufacture, distribute, dispense, possess or use controlled substances at the worksite (52.223-6, Drug-Free Workplace); and those whose continued employment under this contract is inconsistent with the interest of military security.
- 7.14. Gate Control. Unscheduled gate closures by the Security Police may occur at any time causing personnel entering or exiting a closed military installation to experience a delay. This cannot be predicted or prevented. Labor hour employees are not compensated for unexpected closures or delays privately owned vehicles belonging to contractor personnel are subject to search pursuant to applicable regulations. The award of this contract does not create a right to have access to any military installation. Any violation of an installation regulation or of state or federal statute may result in the termination of the privileges to enter the military installation.
- 7.15. Installation Regulations: The Contractor, his employees, and subcontractors shall become familiar with and obey the regulations of the installation including fire, traffic, safety and security regulations while on the military installation. Those driving motor vehicles shall observe and obey all speed limits posted throughout the installation. Personnel should not enter restricted areas unless required to do so and only upon prior approval. All contractor employees and subcontractors shall carry proper personal identification with them at all times.
- 7.16. The Contractor shall be responsible for compliance with all regulations and orders of the Commanding Officer of the Military Installation, respecting identification of employees, movements on installation, parking, truck entry, and all other military regulations, which may affect the work. Special requirements will be identified in the statement of work for an individual task order.
- 7.17. Supervision of contractor employees is responsibility of the contractor. The Contractor's personnel shall, at all times, be under the supervision of the Contractor and not Government personnel, whether uniformed or civilian and regardless of rank. There shall be no direct supervision of contract employees by the government. If more than one contractor employee will be assigned to a specific location, the contractor may designate one person as task leader (if needed).
- 7.18. Observations and Inspections. Government personnel other than Contracting Officer Representatives (CORs) may occasionally observe contract operations. These personnel may not, however, interfere or provide direction to the contractor performance.
- 7.19. Normal Hours of Operation. Duty hours to be specified in each TO. In the event of a shutdown for any reason, the Government will not be liable for contractors' costs incurred during this period.
- 7.20. Holidays. The following federal holidays are observed by the Government and are normally closed for business.

New Years Day 1 January

Martin Luther King's Birthday

Presidents Day

Memorial Day

3rd Monday in January
3rd Monday in February
Last Monday in May

Fourth of July 4 July

Labor Day 1st Monday in September Columbus Day 2nd Monday in October

Veterans Day Thanksgiving Day Christmas 11 November 4th Thursday in November

25 December

- 7.20.1. The contractor may choose to perform work on recognized holidays or outside normal duty hours, which shall be performed at no additional cost to the government. Prior notification to the KO shall be provided in writing.
- 7.21. Contract Manager. The contractor shall provide a contract manager who shall be responsible for the performance of the work. The contract manager shall have full authority to act for the contractor on all matters relating to daily operation of this contract. The contract manager or alternate(s) shall be available during normal operating hours within 45 minutes of notification to meet by phone or in person with the KO, contract administrator or COR to discuss problem areas. The contractor shall furnish in writing to the KO the names and phone numbers of the contract manager and alternate(s) within 10 days of TO award. The KO shall be notified, in writing, immediately whenever changes are made.
- 7.21.1. The government will not supervise contract personnel. The contractor has sole responsibility to supervise, remove, replace, discipline or approve leave for contract employees. In the event that an employee is removed or replaced, the contractor is responsible to notify the KO before the change occurs.
- 7.22. All correspondence shall be addressed to the KO with a copy of all correspondence shall be furnished to the contracting officer representative (COR) when specified in the task order. Enclosures attached or transmitted with the correspondence shall also be furnished with an original and one copy. Each letter shall make reference to the contract name, contract number, task order number, and shall have only one subject.
- 7.23. Performance Evaluation Meetings. The contract manager may be required to meet with the KO, contract administrator, COR, and other Government personnel as deemed necessary at no additional cost to the Government. The contractor may request a meeting with the KO when necessary. Written minutes of these meetings shall be recorded in the contract and signed by the contract manager and the KO or contract administrator. If the contractor does not concur with any portion of the minutes, this non-concurrence shall be provided in writing to the KO within 10 calendar days following receipt of minutes. Contractor's non-concurrence shall be attached to the official minutes.
- 7.24. Evaluation of Contractor Performance. (Reference FAR Clause 52.246-4; Inspection of Services—Fixed-Price or FAR Clause 52.246-6; Inspection—Time and Material and Labor Hour, as applicable to the TO)
- 7.24.1. The Contractor's performance will be evaluated at least monthly or as prescribed in each TO. For those tasks listed in the Service Delivery Summary (SDS), the quality assurance evaluator(s) (COR(s) will follow the methods of surveillance specified in the Government's QASP. Government personnel will record all surveillance observations. When an observation indicates defective performance, the COR will require the contract manager or representative to initial the observation. The initialing of the observation does not necessarily constitute concurrence with the observation, only acknowledgment that they have been made aware of the defective performance.
- 7.24.2. Task orders will contain an evaluation sheet that shall accompany the monthly invoice along with other required information such as itemized miscellaneous expenses, travel expenses and time cards. Interim evaluations may be prepared at any time during contract performance when determined to be in the best interest of the Government.
 - 7.24.3. An annual performance evaluation will be prepared at the exercise of each option IAW FAR 42.15.
- 7.25. Quality Control (Reference contract clause 52.246-4 Inspection of Services--Fixed Price) The contractor shall develop, implement, and maintain a comprehensive quality control program that assures compliance with all requirements of this contract and its associated task orders. The contractor shall maintain, enforce, and document a

Quality Control Plan (QCP). The QCP shall ensure that the government receives the level of quality that is consistent with the requirements specified in each task order.

- 7.26. General Wage Decisions. Applicable Service Contract Act Wage Determinations will be identified for all Task Orders, where a Wage Determination is required, current as of the time of award of the task order.
- 7.27. Applicable Documents. The Contractor shall identify and comply with all applicable federal, state, and local statutes at the task order level. The individual task orders will reflect pertinent manuals and instructions. It is the contractor's responsibility to stay abreast of any changes that occur to the guidance. The government will make all policy and guidance available either electronically or in print.
- 7.27.1. Publications and forms that apply to the PWS will be listed in the TOs. The contractor is obligated to follow those publications and use those forms. The contractor shall be guided by those publications or use those forms to the extent necessary to accomplish requirements in this SOW. The government at the start of the contract shall provide all publications and forms listed, or will provide access to the forms and publications listed through electronic means.
- 7.27.2. Supplements, amendments and/or replacements to listed publications from any organizational level may be issued during the life of the contract. The contractor shall implement changes and notify the KO in writing of such change.
 - 7.28. Management of Deliverables and Reporting
- 7.28.1. The contractor shall be responsible for creating, maintaining, and disposing of only those government records and reports required by this PWS. If requested by the government, the contractor shall provide the original record, or a reproducible copy of any such report. All documentation, records, files, continuity books, schedules, etc., which are the responsibility of the contractor are the property of the government and shall remain so upon termination or completion of this contract. The contractor shall keep these items current.
- 7.28.2. The Contractor shall permit the KO or authorized representative access to all records, data, and facilities used in the performance of the anticipated services. Access shall be provided within 1 workday of the request and shall be for the purposes of verification of allowable costs, verification of personnel qualifications, and as otherwise deemed necessary by the KO.
 - 7.28.3. Technical Reports. The contractor shall provide deliverables and/or reports as specified in each TO.
- 7.28.4. Presentation Materials. The contractor shall provide Presentation Materials as specified in each individual TO.
- 7.28.5. Quality Assurance Report. The contractor shall provide a Quality Assurance Report as specified in each individual TO.
- 7.28.6. Quality Control Plan. The contractor shall provide a Quality Control plan as specified in paragraph 7.25 and when required by an individual TO.
- 7.29. Prime-Subcontractor List. The contractor shall provide to 127 MSC, a list of all subcontractors within 10 calendar days after contract award. The contractor shall provide an updated listing to 127 MSC within 15 calendar days of any changes to its list of subcontractors.
- 7.30. Governmental Supervision of Contractor Employees. The Government will not supervise or otherwise direct contractor employees. The Government will inspect contractor performance in accordance with (IAW) the Quality Assurance Surveillance Plan (QASP) and any other clauses included in the contract and/or each respective Task Order. Contractor employees shall support and not interfere with CORs, state, federal, and other KO designated personnel in the performance of their official duties.

7.31. Invoicing.

- 7.31.1. Unless the TO instructs otherwise, to meet compliance with DFARS 252.232-7003, Electronic Submission of Payment Requests, you must submit your request for payment (invoice) through WAWF. For more information on the WAWF system, including how to register, visit the National Guard Contracting Office website at: http://www.nationalguardcontracting.org. Payment will be made by DFAS office designated in the task order. All payments shall be made by electronic transfer of funds (EFT).
- 7.31.2. The Government will make payment through WAWF upon satisfactory completion of work AND receipt of a proper certification for payment.

C8. INHERENTLY GOVERNMENTAL FUNCTIONS

- 8.1.1. The term Contractor refers to the Contractor and Contractor employees unless otherwise stated.
- 8.1.2. The requirements of the classifications contained in Schedule II require contractor employees to be involved Federal procurement activities. As such, they may working in a situation that permits or might permit them to gain access to confidential business information and/or any other sensitive information (other than situations covered by the National Industrial Security Program described in 4.402(b)). All contractor employees working in Acquisition functions will be required to sign non-discloser agreements with the Government. (Section J Attachment 4). Contractor employees in any Schedule that the Government determines permits or may permit them to gain access to confidential business information and/or any other sensitive information shall also sign a nondisclosure agreement.
- 8.1.3. IAW FAR PART 7.5 and the policies of Office of Federal Procurement Policy (OFPP) Policy Letter 92-1, policies and procedures must be in place to ensure that inherently governmental functions are not performed by contractors. In Federal procurement activities inherently governmental functions include:
- 8.1.3.1. Determining what supplies or services are to be acquired by the Government (although an agency may give contractors authority to acquire supplies at prices within specified ranges and subject to other reasonable conditions deemed appropriate by the agency);
 - 8.1.3.2. Participating as a voting member on any source selection boards;
- 8.1.3.3. Approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria;
 - 8.1.3.4. Awarding contracts;
- 8.1.3.5. Administering contracts (including ordering changes in contract performance or contract quantities, taking action based on evaluations of contractor performance, and accepting or rejecting contractor products or services);
 - 8.1.3.6. Terminating contracts;
 - 8.1.3.7. Determining whether contract costs are reasonable, allocable, and allowable; and
 - 8.1.3.8. Participating as a voting member on performance evaluation boards.
- 8.1.4. Contractor employees shall not perform any of these functions in their duties under Task Orders issued against this contract.

- 8.1.5. Classifications under Schedule II, as well as limited tasks under all other schedules may be involved in duties that can be defined as nearly inherently governmental functions. IAW DFARS 7.5, the following is a list of examples of functions generally not considered to be inherently governmental functions. However, certain services and actions that are not considered to be inherently governmental functions may approach being in that category because of the nature of the function, the manner in which the contractor performs the contract, or the manner in which the Government administers contractor performance. This list is not all inclusive:
 - 8.1.5.1. Services that involve or relate to the development of regulations.
- 8.1.5.1.1. Contractor may provide assistance in drafting regulations and procedures pertaining to acquisition matters. NGB-ZC-PARC P shall approve all acquisition policy change recommendations. The contractor may provide assistance in drafting regulations and procedures pertaining to other matters. The appropriate federal manager shall approve all change recommendations.
- 8.1.5.2. Services that involve or relate to the evaluation of another contractor's performance. Contractors providing inspection services. Contractors providing assistance in contract management (such as where the contractor might influence official evaluations of other contractors).
- 8.1.5.2.1. Contractor may oversee or review other contractor's work for adequacy and compliance with administrative, regulatory, and procedural requirements and provide recommendations to the appropriate federal manager. For acquisition issues, provide information to the appropriate contracting officer. Contractor may not comment on another contractor's performance outside official government channels.
 - 8.1.5.3. Services in support of acquisition planning.
- 8.1.5.3.1. Contractor may assist in planning tasks: market research/analysis; and recommend course of action to contracting officer on such issues.
 - 8.1.5.4. Contractors providing technical evaluation of contract proposals.
- 8.1.5.4.1. Contractor employees shall refrain from reviewing, or assisting in the evaluations in anyway unless the solicitation notified the offerors of the contractor's participation. Contractor may review for adequacy and compliance with administrative, regulatory, and procedural requirements and provide recommendations to the evaluation board or contracting officer as appropriate, provided the contractor has executed a non-disclosure agreement with offerors. (Offerors will be notified in solicitation of contractor involvement and will contact contractor for agreement. If an acceptable agreement cannot be reached between the parties, the contractor (employee) shall not participate in the evaluation. If an offeror fails to contact the contractor for an agreement, the offeror does so at his/her own risk, and the contractor employee may be involved.)
 - 8.1.5.5. Contractors providing assistance in the development of statements of work.
- 8.1.5.5.1. Contractors may provide business recommendations and aid in development of the statement of work or data requirements; conduct reviews for adequacy and compliance with administrative, regulatory, and procedural requirements and provide recommendations to the contracting officer concerning such issues. The contractor shall not participate in the development of statements of work that relate to successor contracts for services provided under this contract, as doing so will make the Contractor ineligible for participation in that solicitation. The contractor may assist in the development of task order specific statements of work under the existing contract.
- 8.1.6. Contractors providing information regarding agency policies or regulations, such as attending conferences on behalf of an agency, conducting community relations campaigns, or conducting agency training courses.

- 8.1.6.1. Interpretation of acquisition policy shall be cleared with NGB-ZC-PARC prior to disseminating. All briefings, speeches, and training shall be pre-approved by the Government, to include pre-approved answers to potential questions. All other questions at such events will be tabled until Government approval is obtained.
- 8.1.7. Contractors participating in any situation where it might be assumed that they are agency employees or representatives.
- 8.1.7.1. Contractors shall take extraordinary care to insure that they are not perceived as a Government employee especially in acquisition situations. In no event, shall a contractor conduct negotiations, or be an active participant in Government negotiations. Contractors may provide technical contracting expertise and assistance to contracting officers. All recommendations or opinions of the contractor shall be made to the contracting officer outside of the formal negotiations. The contractor's status as a "contractor" shall be predominantly displayed in all correspondence types, and dealings with government or non-government entities/personnel. Contractor decorum should leave no doubt that they are not acting in an official Government capacity and do not have the authority to bind the Government.
 - 8.1.8. Contractors serving as arbitrators or providing alternative methods of dispute resolution.
- 8.1.8.1. Contractors providing these services shall ensure that they identify themselves as a contractor. Services will be in accordance with accepted commercial practice for similar types of services or in accordance with Government regulatory guidance, when available. Actions of the Contractor are non-binding unless accepted by an appropriate contracting officer.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN I	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001 I	Destination	Government	Destination	Government
0001AA I	Destination	Government	Destination	Government
0001AB I	Destination	Government	Destination	Government
0001AC I	Destination	Government	Destination	Government
0001AD 1	N/A	N/A	N/A	Government
0002 I	Destination	Government	Destination	Government
0002AA I	Destination	Government	Destination	Government
0002AB I	Destination	Government	Destination	Government
0002AC I	Destination	Government	Destination	Government
0002AD 1	N/A	N/A	N/A	Government
0003 I	Destination	Government	Destination	Government
0003AA I	Destination	Government	Destination	Government
0003AB I	Destination	Government	Destination	Government
0003AC I	Destination	Government	Destination	Government
0003AD 1	N/A	N/A	N/A	Government
0004 I	Destination	Government	Destination	Government
0004AA I	Destination	Government	Destination	Government
0004AB I	Destination	Government	Destination	Government
0004AC I	Destination	Government	Destination	Government
0004AD 1	N/A	N/A	N/A	Government
0005 I	Destination	Government	Destination	Government
0005AA I	Destination	Government	Destination	Government
0005AB I	Destination	Government	Destination	Government
0005AC I	Destination	Government	Destination	Government
0005AD 1	N/A	N/A	N/A	Government
0006 I	Destination	Government	Destination	Government
0006AA I	Destination	Government	Destination	Government
0006AB I	Destination	Government	Destination	Government
0006AC I	Destination	Government	Destination	Government
0006AD I	Destination	Government	Destination	Government
0006AE 1	N/A	N/A	N/A	Government
0007 I	Destination	Government	Destination	Government
0007AA I	Destination	Government	Destination	Government
	Destination	Government	Destination	Government
	Destination	Government	Destination	Government
	Destination	Government	Destination	Government
0007AE 1		N/A	N/A	Government
	Destination	Government	Destination	Government
	Destination	Government	Destination	Government
	Destination	Government	Destination	Government
	Destination	Government	Destination	Government
0008AD I	Destination	Government	Destination	Government

0008AE	N/A	N/A	N/A	Government
0009	Destination	Government	Destination	Government
0009AA	Destination	Government	Destination	Government
0009AB	Destination	Government	Destination	Government
0009AC	Destination	Government	Destination	Government
0009AD	Destination	Government	Destination	Government
0009AE	N/A	N/A	N/A	Government
0010	Destination	Government	Destination	Government
0010AA	Destination	Government	Destination	Government
0010AB	Destination	Government	Destination	Government
0010AC	Destination	Government	Destination	Government
0010AD	Destination	Government	Destination	Government
0010AE	N/A	N/A	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of ServicesFixed Price	AUG 1996
52.246-6	InspectionTime-And-Material And Labor-Hour	MAY 2001
252.246-7000	Material Inspection And Receiving Report	MAR 2003

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 29-MAR-2006 TO 14-MAR-2007	N/A	IDENTIFIED ON INDIVIDUAL TASK ORDERS AA . FOB: Destination	
0001AA	POP 29-MAR-2006 TO 14-MAR-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0001AB	POP 29-MAR-2006 TO 14-MAR-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0001AC	POP 29-MAR-2006 TO 14-MAR-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	٠
0001AD	N/A	N/A	N/A	N/A
0002	POP 15-MAR-2007 TO 14-MAR-2008	N/A	IDENTIFIED ON INDIVIDUAL TASK ORDERS AA . FOB: Destination	
0002AA	POP 15-MAR-2007 TO 14-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	٠
0002AB	POP 15-MAR-2007 TO 14-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0002AC	POP 15-MAR-2007 TO 14-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0002AD	N/A	N/A	N/A	N/A
0003	POP 15-MAR-2008 TO 14-MAR-2009	N/A	IDENTIFIED ON INDIVIDUAL TASK ORDERS AA . FOB: Destination	

	A POP 15-MAR-2008 TO 14-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	٠
0003AB	POP 15-MAR-2008 TO 14-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0003AC	POP 15-MAR-2008 TO 14-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0003AE) N/A	N/A	N/A	N/A
0004	POP 15-MAR-2009 TO 14-MAR-2010	N/A	IDENTIFIED ON INDIVIDUAL TASK ORDERS AA . FOB: Destination	·
0004AA	A POP 15-MAR-2009 TO 14-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0004AB	POP 15-MAR-2009 TO 14-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0004AC	POP 15-MAR-2009 TO 14-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0004AE	N/A	N/A	N/A	N/A
	11/11	11/11	11/11	14/74
0005	POP 15-MAR-2010 TO 14-MAR-2011	N/A	IDENTIFIED ON INDIVIDUAL TASK ORDERS	
	POP 15-MAR-2010 TO		IDENTIFIED ON INDIVIDUAL TASK ORDERS AA .	
0005AA	POP 15-MAR-2010 TO 14-MAR-2011	N/A	IDENTIFIED ON INDIVIDUAL TASK ORDERS	
0005AA	POP 15-MAR-2010 TO 14-MAR-2011 A POP 15-MAR-2010 TO 14-MAR-2011 B POP 15-MAR-2010 TO	N/A	IDENTIFIED ON INDIVIDUAL TASK ORDERS	
0005AA	POP 15-MAR-2010 TO 14-MAR-2011 A POP 15-MAR-2010 TO 14-MAR-2011 B POP 15-MAR-2010 TO 14-MAR-2011 C POP 15-MAR-2010 TO 14-MAR-2011	N/A N/A N/A	IDENTIFIED ON INDIVIDUAL TASK ORDERS	

0006AA	POP 29-MAR-2006 TO 14-MAR-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0006AB	POP 29-MAR-2006 TO 14-MAR-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0006AC	POP 29-MAR-2006 TO 14-MAR-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0006AD	POP 29-MAR-2006 TO 14-MAR-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0006AE	N/A	N/A	N/A	N/A
0007	POP 15-MAR-2007 TO 14-MAR-2008	N/A	IDENTIFIED ON INDIVIDUAL TASK ORDERS	
			. AA . FOB: Destination	
0007AA	POP 15-MAR-2007 TO 14-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0007AB	POP 15-MAR-2007 TO 14-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0007AC	POP 15-MAR-2007 TO 14-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0007AD	POP 15-MAR-2007 TO 14-MAR-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0007AE	N/A	N/A	N/A	N/A
0008	POP 15-MAR-2008 TO 14-MAR-2009	N/A	IDENTIFIED ON INDIVIDUAL TASK ORDERS	
			. AA . FOB: Destination	
0008AA	POP 15-MAR-2008 TO 14-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	٠
0008AB	POP 15-MAR-2008 TO 14-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	٠
0008AC	POP 15-MAR-2008 TO 14-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0008AD	POP 15-MAR-2008 TO 14-MAR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	·

0008AE N/A	N/A	N/A	N/A
0009 POP 15-MAR-2009 TO 14-MAR-2010	N/A	IDENTIFIED ON INDIVIDUAL TASK ORDERS AA . FOB: Destination	
0009AA POP 15-MAR-2009 TO 14-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0009AB POP 15-MAR-2009 TO 14-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0009AC POP 15-MAR-2009 TO 14-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0009AD POP 15-MAR-2009 TO 14-MAR-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0009AE N/A	N/A	N/A	N/A
0010 POP 15-MAR-2010 TO 14-MAR-2011	N/A	IDENTIFIED ON INDIVIDUAL TASK ORDERS AA . FOB: Destination	
0010AA POP 15-MAR-2010 TO 14-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	·
0010AB POP 15-MAR-2010 TO 14-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0010AC POP 15-MAR-2010 TO 14-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	·
0010AD POP 15-MAR-2010 TO 14-MAR-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	·
0010AE N/A	N/A	N/A	N/A

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

 Section H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS

H1. AUTHORITY TO PLACE TASK ORDERS

1.1. All National Guard Contracting Offices are designated as ordering offices and Contracting Officers (KO) are authorized to place orders against this contract. Other DoD offices authorized to issue TOs will be designated in writing by the PCO. Questions regarding organizations authorized to use this contract should be directed to the PCO at the 127 MSC.

H2. ORDERING SERVICES

- 2.1. When ordering services, an authorized Contracting Officer will issue the request for quotation (RFQ) to the Contractor for review and preparation of a proposal. The request for task order proposal will specify the schedule classification, and include a Performance-based Statement of Work (PWS) that outlines, at a minimum, the work to be performed, location of work, period of performance, technical requirements, applicable directives, desired deliverable products, deliverable schedule, performance standards, documentation standards, Quality Assurance Surveillance Plan Q(ASP), acceptance criteria, and any special requirements (i.e., security clearances, travel, special knowledge, etc, in sufficient detail to permit accurate estimation of cost, work hours, computer time, other resources and completion date by the Contractor.
- 2.2. The request will identify the anticipated contract type and provide instructions for completion of submissions in response to the request. The preferred contract type for task orders is firm-fixed-price; however, consistent with FAR 16.102(b) ordering offices may issue orders of firm-fixed-price or labor hour that will promote the Government's interest. In the event that it is not possible to accurately estimate the extent or the duration of the work to be performed with any reasonable degree of confidence, a determination may be made by the ordering office to request other than a fixed price proposal.
 - 2.3. The following types of task orders may be issued:
- 2.3.1. Fixed-Price. This is a task for which there are reasonably definite requirements, and for which there is one or more tangible product(s). This type of task will be issued on a firm-fixed price basis.
- 2.3.2. Labor-Hours. This is a task that addresses a requirement where it is not possible to define the work specifically enough to permit the development of a firm price estimate. If materials are necessary in the performance of the work, they will be identified in the TO PWS.
- 2.4. The applicable Schedule classification to be used in the Task Order is determined by the customer agency and annotated on the task order request provided to the Contracting Officer (KO). Contractor shall not discuss, market or otherwise influence task order requirements directly with customer agency personnel. All communications shall be through the KO. Task order classification titles may differ from the generic titles contained in the Schedules. For example, a Youth Activities Program Coordinator would be equivalent to a Schedule IV, Program Coordinator. Where various levels of expertise exist in the Schedules, e.g. Program Coordinator I, II etc. the customer agency will specify the level desired. This determination will be subject to review by both the KO and Contractor. In the event the contractor does not agree with the Government's assignment, the issue will be resolved by the Contracting Officer placing the task order. If agreement cannot be reached then the issue will be forwarded to the PCO for reconciliation.
- 2.5. Exempt vs. non-exempt Contractor employee status. Regarding applicability of the Service Contract Act, an initial determination of exempt vs. non-exempt Contractor employee status is determined by the customer agency and annotated on the task order request. This determination will be subject to review by both the KO and Contractor. In cases where no resolution can be made regarding the determination, the KO will resolve the issue in coordination with the DOL or through application of the appropriate laws and regulations. The result of this process will establish whether the labor wage determination or negotiated schedule pricing will be used.

- 2.5.1. The Department of Labor directory of occupations can be located at http://www.dol.gov/esa/regs/compliance/whd/wage/main.htm. This site includes description of the SCA categories as well as civil service equivalent grades.
- 2.6. On occasion, the Government may provide the Contractor the name(s) of potential personnel for the Schedule classification included in the TO request. These may include personnel performing the TO requirements under an existing or expiring contract/task order. These potential sources may be used at the sole discretion of the Contractor. Agreement as to pay and benefits is between the Contractor and the employee (potential employee).
- 2.7. The RFQ doesn't commit the Government to pay any costs incurred in the submission of any proposal, nor does it commit the Government to issue a task order for such services. The Government intends for each RFQ to result in a task order; however, there is no guarantee that a task order will be issued in every case.
- 2.8. The Contractor's task order proposal shall normally be delivered to the issuing office no later than ten (10) working from issuance by KO. In the event a shorter response time is required the issuing office will inform the Contractor of the desired return date.
 - 2.9. The Contractor's task order proposal shall include all technical and pricing criteria required in the RFQ.
- 2.10. If required by task order requests, Contractors shall provide resumes of the Contractor's proposed personnel. The COR and/or agency POC must approve the resumes prior to assignment of the Contractor employee to the task. Contractors shall provide individuals who are qualified and capable of performing the required services. Generally, the Contractor may provide a very limited resume for non-professional skill categories, such as the information normally provided on an employment application. Contractors shall submit resumes for professional and technical personnel (those labor categories not covered by the Service Contract Act) that include more extensive information with particular emphasis on abilities that would demonstrate they could effectively complete the task order.
- 2.11. If required by task order request, a statement of the Contractor's understanding and acceptance of the Government's milestones and deliverables as appropriate for the specific task will be provided.
- 2.12. If required by task order request, as appropriate, the Contractor will provide a breakdown structure of the work to be performed, the estimated level of effort, and proposed price.
- 2.13. Proposal Summary. For more complex task orders involving multiple personnel and tasks, the Contractor will summarize the staffing proposal as it relates to the total task/project, the rationale for skill levels and any innovative solutions for completing the tasks more economically or efficiently.
- 2.14. In the event the Contractor is unable to fulfill requirements in a timely manner, the Government reserves the right to obtain services from another source. A pattern of continued inability to fulfill requirements may constitute the basis for considering remedies under Termination clauses or for not exercising an option period. This is not a requirements contract and the Government reserves the right to obtain services from other sources.

H3. TASK ORDER ISSUANCE

- 3.1. The Government will issue a task order authorizing the Contractor to proceed based on the agreed upon technical requirements, deliverable schedule, Quality Assurance Plan (QAP), and total price.
 - 3.2. No work will be performed and no payment will be made except as authorized by a task order.
- 3.3. The Contractor shall not exceed the approved task order price, or deliverable schedules without prior written notice, adequate justification, and written modification to the task order issued by the KO.

- 3.4. A firm deliverable/performance schedule will be established as part of the task order. No task order using annual funds shall exceed 12 months. Task orders may have options, not to exceed 1 year each. However, no task order or option may exceed 5 years, 364 days.
- 3.5. The price of the task options will be in accordance with the applicable contract option price, and Schedule classifications covered by the Service Contract Act will be in accordance with the applicable wage determination in effect at the time the option is issued. NOTE: If the contract pricing for the option year increases, the Contractor may use the option year pricing to calculate the cost for the work projected for the option period.
- 3.6. Task Orders will be issued on DD Form 1155. Orders may be placed via mail, telephone, facsimile or electronic means. The appropriate issuing, administration, and payment offices will be cited on each Task Order. A copy of each task order DD Form 1155 only, and modification SF 30 only, showing the applicable funds obligated, issued by agencies outside the PCO office shall be provided to the PCO contracting office at time of execution

H4. TASK ORDER INITIATION

4.1. Following the execution of the task order, the Contractor shall provide staff to perform services within the timeframe specified on the task order. As necessary, the KO will coordinate a pre-performance meeting to ensure that there is a clear understanding of the requirements of the task order, tour of facilities and any other necessary information for task order fulfillment. During the first 8 hours of performance, the agency KO will review the results of the contracted work and immediately notify the contractor if the service is unsatisfactory. In the event it is determined by the KO that proper procedures were followed but the contractor employee placement was not able to perform the task, the Contractor will supply a qualified replacement and the Government will not be charged for the initial placement (up to 8 hours).

H5. NORMAL WORKWEEK/ALTERNATE WORK SCHEDULE

- 5.1. For <u>non-exempt</u> Contractor employees, a normal workweek will generally be defined as 40 hours, and an employee working in excess of that time will be entitled to overtime pay. In certain circumstances, an "alternate" work schedule may be established and identified in the task order allowing for an irregular weekly work schedule. In this instance, a Contractor employee might work in excess of 40 hours in any one-calendar week without becoming entitled to overtime pay consideration.
- 5.2. Task orders issued with contractor employees working flexible work schedules will require coordination and prior approval by the Contractor and KO utilizing the task order process. A departure from the established workweek schedule, which increases the number of hours worked with that week, may entitle the Contractor employee to overtime consideration.

H6. SECURITY REQUIREMENTS

Some TOs may require clearances. Contractors shall conform to all security requirements as specified in each TO and as detailed in the TO DD Form 254 (if used). Internet site http://www.classmgmt.com contains a complete booklet with instructions on how to prepare and submit a DD Form 254 to obtain security clearances of Secret or higher.

H7. CONFLICTS OF INTEREST Conflicts of Interest shall be resolved in accordance with FAR 9.5.

H8. RULES AND REGULATIONS ON A GOVERNMENT FACILITY

8.1. Rules and regulations outlined in this contract and TOs shall apply to the Contractor, including its employees and any subcontractors, while on the premises of the customer agency. These regulations include presenting valid identification for building entrance and obeying all the rules and regulations provided by the agency.

8.2. If work is to be performed in a restricted area, Contractor personnel shall be escorted at all times. Contractors shall comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract. The Contractor shall take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel connected in any way with performance under this contract.

H9. INTERPRETATION OF CONTRACT REQUIREMENTS

If the Contractor finds clarification necessary with respect to the scope of the services to be performed or manner in which the services are to be performed hereunder, he shall request such clarification from the PCO. No interpretation of any provision of this contract, including applicable specification, shall be binding on the Government unless furnished or agreed to in writing by the PCO.

H10.PRICE ADJUSTMENTS

- 10.1. Price adjustments will be considered as follows:
- 10.2. Contractors may submit price decreases anytime during the contract period in which they occur.
- 10.3. Adjustments based on escalation rates are negotiated prior to contract award. Since escalation rates are negotiated, they result in a fixed Price Schedule for the term of the contract. No separate contract modification will be provided when increases are based on negotiated option rates. Price increases will be effective as the option they are applicable to is exercised.
- 10.4. Actual wage rates for Service Contract Act employees will be applicable at time of TO issuance. In option years, the negotiated coefficients are incorporated annually with the option years.
- 10.5. There is no fee applicable to the Contractor for the use of the contracts by any approved customer activity or agency.
- 10.6. Task Orders issued under B Schedules are anticipated to be awarded as "on-site" work. In the rare event that "off-site" work is required, the coefficient rate will be negotiated at Task Order issuance.

H11.NON-PAYMENT FOR ADDITIONAL WORK

Any additional services or change to work specified which may be performed by the Contractor, either at his own volition or at the request of an individual other than a duly appointed KO, except as may be explicitly authorized in the contract, will be done at the financial risk of the Contractor. Only a duly appointed KO is authorized to bind the Government to a change in the specifications, terms, or conditions of this contract.

H12.INSURANCE COVERAGE

12.1. The Contractor shall procure and maintain the following minimum insurance during the period of performance of this contract in accordance with FAR 52.228-5, Insurance – Work on a Government Installation:

\$500,000 per accident for bodily injury;

No property damage general liability insurance is required.

Automobile Insurance (comprehensive form of policy) is required:

\$200,000 per person; and

\$500,000 per accident for bodily injury; and \$20,000 per accident for property damage.

Standard Workmen's Compensation and employer's Liability Insurance. A minimum amount of \$100,000 is required under the contract.

- 12.2. Prior to contract commencement, the Contractor shall furnish to the CO a certificate or written statement certifying compliance with the above required insurance coverage. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the Government shall not be effective for such a period as the laws of the State in which this contract is to be performed prescribe, or until 30 days after the insurer or the Contractor gives written notice to the CO, whichever period is longer.
- 12.3. The Contractor agrees to insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation.

H13. PHASE-OUT OF CONTRACT AND CONTINUITY OF SERVICES

- 13.1. The Contractor must recognize that services under this contract must continue without interruption and that upon contract expiration, a successor, either the Government or another Contractor, may continue services. The Contractor agrees to exercise its best effort and cooperate effectively in an orderly and efficient transition to any successor contractor.
- 13.2. If a successor contract is awarded prior to the final expiration date of this contract, the Government may issue task orders to the successor Contractor prior to this contract's expiration date.
- 13.3. The Contractor shall provide coordination of phase-in and phase-out, services at no additional cost to the Government, as long as there is an active task order.

H14. GOVERNMENT FURNISHED FACILITIES. SUPPLIES AND SERVICES

The Contractor agrees to use all available Government working space, materials, services and other support at, or available through, any Government activity where work under this contract will be performed, at no charge to the Contractor.

H15. REIMBURSABLE CONTRACTOR SUPPLIES, EQUIPMENT AND SERVICES

- 15.1. If the Government determines that it is unable to furnish equipment, materials, supplies and services, which would otherwise be provided to the Contractor, the Contractor shall obtain the necessary resources, subject to the following conditions and in accordance with all applicable Federal regulations, particularly:
- 15.1.1. The resources shall be obtained from sources that are most advantageous to the Government, price and other factors considered.
- 15.1.2. The Contractor is authorized to acquire equipment, materials, supplies and services for performance on a task order and ultimate ownership of the Government (except services), provided the dollar amount does not exceed \$25,000 per item, and the expenditure has been authorized for the specific task order as a direct cost of doing business. Written KO approval is required before acquisition costs are incurred.
- 15.1.3. During the course of performance, the Contractor is required to coordinate the lack, adequacy or availability of Government support items to the KO for remedy. In no case shall the Contractor incur costs for items not officially authorized in writing.

H16. PROTESTS

16.1. In accordance with FAR 16.505(a) (7), no protest under Subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a Task Order Contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract.

16.2. Ombudsman. If the Contractor believes it was not fairly considered for a particular Task Order, the Contractor may present the matter to the Contracting Officer. The Contractor may appeal the explanation or decision of the Contracting Officer to the Ombudsman, who is Mrs. Mary Ellen Lewis, NGB Acquisition Ombudsman National Guard Bureau Directorate of Acquisition (NGB-ZC-PARC) Suite 8300 Jefferson Plaza 1, 1411 Jefferson Davis Highway, Arlington, VA 22202-3231 (703) 607-5284.

H17. NOTICE OF INTERNET POSTING OF AWARDS

It is the Government's intent to electronically post the PASS contracts, and all contract modifications to the National Guard web site, Guard Knowledge Online (GKO). This does not include contractor proposals or any other proprietary information provided by contractors relevant to task order performance or by Offerors in response to the PASS solicitation. Posting of the awards and modifications via the Internet is in the best interest of the Government. Customers will be able to view labor categories and rates as they develop their Independent Government Cost Estimates (IGCE) in preparation of proposed task orders.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

	- m - m - m - m - m - m - m - m - m - m	
52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal of	r JAN 1997
	Improper Activity	
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal	SEP 2005
	Transactions	
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2006
52.209-6	Protecting the Government's Interest When Subcontracting	JAN 2005
22.207 0	With Contractors Debarred, Suspended, or Proposed for	VIII (2005
	Debarment	
52.215-2	Audit and RecordsNegotiation	JUN 1999
52.215-8	Order of PrecedenceUniform Contract Format	OCT 1997
52.215-8 52.215-21 Alt IV		OCT 1997 OCT 1997
32.213-21 All IV	Requirements for Cost or Pricing Data or Information Other Then Cost on Pricing Data Madifications (Oct 1007)	OC1 1997
	Than Cost or Pricing DataModifications (Oct 1997) -	
50.01 0.6	Alternate IV	H IN 2002
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime	JUL 2005
	Compensation	
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	ofDEC 2001
	the Vietnam Era, and Other Eligible Veterans	
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veteran	s DEC 2001
	Of The Vietnam Era, and Other Eligible Veterans	
52.222-39	Notification of Employee Rights Concerning Payment of	DEC 2004
	Union Dues or Fees	
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.222-43	Fair Labor Standards Act And Service Contract Act - Price	MAY 1989
	Adjustment (Multiple Year And Option)	
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-14	Restrictions on Certain Foreign Purchases	MAR 2005
52.225-15 52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright	AUG 1996
50 020 7	Infringement	ATTC 2005
52.232-7	Payments Under Time-And-Materials And Labor Hour	AUG 2005
	Contracts	

52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds TransferCentral Contractor	OCT 2003
	Registration	
52.232-37	Multiple Payment Arrangements	MAY 1999
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And	APR 1984
50.005 .0	Vegetation	T.137.1001
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.242-15	Stop-Work Order	AUG 1989
52.243-1 Alt I	ChangesFixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	FEB 2006
52.245-1	Property Records	APR 1984
52.245-2	Government Property (Fixed Price Contracts)	MAY 2004
52.245-9	Use And Charges	AUG 2005
52.246-25	Limitation Of LiabilityServices	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-	MAY 2004
50.040.9	Price)	ADD 1004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-	DEC 2004
252 202 7002	Contract-Related Felonies	DEC 1001
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information Control Of Government Personnel Work Product	DEC 1991
252.204-7003		APR 1992
	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders Alternate A	
252.219-7010		JUN 1998 SEP 1988
252.223-7004 252.223-7006	Drug Free Work Force	APR 1993
232.225-7000	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APK 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7001	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7002	Reporting of Contract Performance Outside the United States	
232.223-7004	and CanadaSubmission after Award	3011 2003
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside	JUN 2005
	the United States	
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.226-7001	Utilization of Indian Organizations and Indian-Owned	SEP 2004
	Economic Enterprises, and Native Hawaiian Small Business	
	Concerns	
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.232-7010	Levies on Contract Payments	SEP 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial	NOV 2005
252 245 525	Components (DoD Contracts)	
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of NGB-ZC-PARC and shall not be binding until so approved.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 14 March 2011.
- (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.

THIS IS NOT A REQUIREMENTS CONTRACT.

(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, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract. The minimum guaranteed task order amount for the entire contract period is \$2,500 per contract awarded. The minimum guaranteed amounts may be met by award of a task order in an equivalent amount.
- (b) Maximum order. The Contractor is not obligated to honor:
- (1) Any order for a single item in excess of \$5,000,000.00;
- (2) Any order for a combination of items in excess of the maximum value of the contract; or for other DoD agencies other than National Guard, combination of orders may not exceed \$10,000,000.00
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above. This is not a requ

(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 under this contract after 5 years, 364 days.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the end 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 30 days; 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 5 years.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--
- (1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

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: To be identified with each task order

(End of clause)

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

Funds are not presently available for performance under this contract beyond Fiscal Year $\frac{2006}{6}$. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond Fiscal Year $\frac{2006}{6}$, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

http:farsite.hill.af mil
(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

Added FAR 52.204-9, PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006) Added FAR 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003) Added FAR 52.252-4, ALTERATIONS IN CONTRACT (APR 1984)

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any <u>NONE</u> (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE DESCRIPTION

Attachment 1 Labor Category Definitions

Attachment 2 Deliverables

Attachment 3 Non-Disclosure Statement