

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
 OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30

1. REQUISITION NUMBER
 SEE SCHEDULE

PAGE 1 OF 66

2. CONTRACT NO. W9133L-09-C-0059-P00009
 3. AWARD/EFFECTIVE DATE 30-Sep-2009
 4. ORDER NUMBER
 5. SOLICITATION NUMBER
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL:
 a. NAME
 b. TELEPHONE NUMBER (No Collect Calls)
 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE W9133L
 NGB-ZC-AQ - W9133L
 1411 JEFFERSON DAVIS HWY
 ARLINGTON VA 22202-3231
 TEL:
 FAX: 703-607-1742

10. THIS ACQUISITION IS
 UNRESTRICTED
 SET ASIDE: 100% FOR
 SB
 HUBZONE SB
 8(A)
 SVC-DISABLED VET-OWNED SB
 EMERGING SB
 SIZE STD: 25. NAICS: 541513

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE

12. DISCOUNT TERMS
 Net 30 Days

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
 RFQ IFB RFP

15. DELIVER TO CODE
SEE SCHEDULE

16. ADMINISTERED BY CODE
SEE ITEM 9

17a. CONTRACTOR/OFFEROR CODE 1V7H6
 NANA PACIFIC LLC
 JOHN WASHINGTON
 3150 C ST #250
 ANCHORAGE AK 99503-3980
 TEL. 907-223-2121
 FACILITY CODE

18a. PAYMENT WILL BE MADE BY CODE F67100
 DFAS - LIMESTONE - F67100
 ATTN: VENDOR PAY
 PO BOX 369020
 COLUMBUS OH 43236-9020

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE					

25. ACCOUNTING AND APPROPRIATION DATA
See Schedule

26. TOTAL AWARD AMOUNT (For Govt. Use Only)
\$9,328,532.92

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.
 REF: quote dated 09/17/09

29. AWARD OF CONTRACT: REFERENCE
 OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE

30a. SIGNATURE OF OFFEROR/CONTRACTOR
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
(b) (6)
 31c. DATE SIGNED
 30-Sep-2009

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)
 30c. DATE SIGNED
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)
(b) (6) / Contract Officer
 TEL: 703-607-1127
 EMAIL: **(b) (6)**

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ATTACHMENT#1

Priority	State	Cost
	AK	
5	AL	\$115,046.40
16	AR	\$115,046.40
13	AZ	\$133,545.86
9	CA	\$139,815.89
	CO	
	CT	
	DC	
	DE	
1	FL	\$115,046.40
7	GA	\$115,046.40
	GU	
26	HI	
21	IA	\$115,046.40
14	ID	\$115,046.40
18	IL	\$115,046.40
19	IN	\$131,417.50
	JS	
	KS	
	KY	
2	LA	\$115,046.40
	MA	
27	MD	
	ME	
	MI	
23	MN	\$138,469.85
22	MO	\$115,046.40
3	MS	\$115,046.40
15	MT	\$115,046.40
6	NC	\$135,041.46
20	ND	\$115,046.40
24	NE	
	NH	
	NJ	
	NM	
10	NV	\$115,046.40
	NY	
17	OH	\$134,167.11
	OK	
12	OR	\$115,046.40

PA	
25 PR	
RI	
SC	
SD	
TN	
4 TX	\$115,046.40
UT	
8 VA	\$115,046.40
VI	
VT	
11 WA	\$139,275.17
WI	
WV	
WY	
	\$2,792,475.24

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		(b) (4)	Dollars, U.S.	(b) (4)	(b) (4)

DESK OFFICERS - JHFQ STATE JOC'S
FFP

To provide the necessary level of non-personnel administrative, professional, and technical support required to facilitate the overall objectives of the State JOCs initiative and its members / Joint Force Headquarters State (JFHQ-S).
(2) DSCA Duty Desk Officers

FOB: Destination
PURCHASE REQUEST NUMBER: F9WFJS9264A001
SIGNAL CODE: A

NET AMT

(b) (4)

ACRN AB
CIN: F9WFJS9264A0010001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002			Dollars, U.S.		(b) (4)

TRAVEL
COST

This is a "Not to Exceed", cost reimbursable line item for travel costs incurred in performance of the contract. Travel shall be conducted in accordance with the Joint Travel Regulation.

FOB: Destination

PURCHASE REQUEST NUMBER: F9WFJS9264A001

SIGNAL CODE: A

ESTIMATED COST

(b) (4)

ACRN AB

CIN: F9WFJS9264A0010002

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Dollars, U.S.		\$(b) (4)

OTHER DIRECT COSTS
COST

For the purchase of specialty items for projects. This is a "Not to Exceed", cost reimbursable line item for costs that are in accordance with the Performance Work Statement.

FOB: Destination

PURCHASE REQUEST NUMBER: F9WFJS9264A001

SIGNAL CODE: A

ESTIMATED COST

(b) (4)

ACRN AB

CIN: F9WFJS9264A0010003

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		(b) (4)	Dollars, U.S.	(b) (4)	(b) (4)

Joint Hurricane & Fire JOC Support
FFP

Army funding - This line item shall provide funding for personnel as described in Attachment#1 - Additional personnel. Services include administrative, professional and technical support required to facilitate the overall objectives of selected State JOCs initiative and its members / Joint Force Headquarters. State (JFHQ-S) with particular emphasis to ensure the JFHQ-S, through the NGB Joint Operations Center (JoCC), is capable of maintaining and providing Situational Awareness and Common Operating Picture of the National Guard's Domestic Operations and force capabilities and in particular, with respect to flow of information regarding, but not limited to, natural disasters such as hurricanes, fires and floods.

FOB: Destination

NET AMT

(b) (4)

ACRN AC
CIN: W81MNB92730002

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005				(b) (4)	

Joint Hurricane & Fire JOC Support
FFP

Air funding - This line item shall provide funding for personnel as described in Attachment#1 - Additional personnel. Services include administrative, professional and technical support required to facilitate the overall objectives of selected State JOCs initiative and its members / Joint Force Headquarters. State (JFHQ-S) with particular emphasis to ensure the JFHQ-S, through the NGB Joint Operations Center (JoCC), is capable of maintaining and providing Situational Awareness and Common Operating Picture of the National Guard's Domestic Operations and force capabilities and in particular, with respect to flow of information regarding, but not limited to, natural disasters such as hurricanes, fires and floods.

FOB: Destination

NET AMT

(b) (4)

ACRN AB

CIN: F9WFJS9264A001

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA		(b) (4)		(b) (4)	(b) (4)

first Funding

FFP

FOB: Destination

NET AMT

(b) (4)

ACRN AB

CIN: F9WFJS9264A0010005AA

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	second funding FFP FOB: Destination			(b) (4)	(b) (4)
					NET AMT
ACRN AB CIN: F9WFJS9273A002					(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	NGB JoCC Support FFP To provide the Desk Officer non-personnel administrative, professional, and technical support at the National Guard Bureau required to facilitate the overall objectives of the State JOCs initiative and its members / Joint Force Headquarters State (JFHQ-S). (4) DSCA Duty Desk Officers, (4) COP Duty Desk Officers, (1) Program Manager FOB: Destination PURCHASE REQUEST NUMBER: W81MNB93515001	(b) (4)	Dollars, U.S.	(b) (4)	(b) (4)
					NET AMT
ACRN AE CIN: W81MNB935150010006					(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007			Dollars, U.S.		(b) (4)

TRAVEL - NGB JoCC Support
COST

This is a "Not to Exceed", cost reimbursable line item for travel costs incurred in performance of the contract. Travel shall be conducted in accordance with the Joint Travel Regulation.

FOB: Destination

PURCHASE REQUEST NUMBER: W81MNB93515001

ESTIMATED COST

(b) (4)

ACRN AE

CIN: W81MNB935150010007

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008			Dollars, U.S.		(b) (4)

OTHER DIRECT COSTS - NGB JoCC Support
COST

For the purchase of specialty items for projects. This is a "Not to Exceed", cost reimbursable line item for costs that are in accordance with the Performance Work Statement.

FOB: Destination

PURCHASE REQUEST NUMBER: W81MNB93515001

ESTIMATED COST

(b) (4)

ACRN AE

CIN: W81MNB935150010008

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001		(b) (4)	Dollars, U.S.	(b) (4)	(b) (4)

OPTION DESK OFFICERS - JHFQ STATE JOC'S
FFP
To provide the necessary level of non-personnel administrative, professional, and technical support required to facilitate the overall objectives of the State JOCs initiative and its members / Joint Force Headquarters State (JFHQ-S).
(2) DSCA Duty Desk Officers

FOB: Destination
SIGNAL CODE: A

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002			Dollars, U.S.		(b) (4)

OPTION TRAVEL
COST
This is a "Not to Exceed", cost reimbursable line item for travel costs incurred in performance of the contract. Travel shall be conducted in accordance with the Joint Travel Regulation.

FOB: Destination
SIGNAL CODE: A

ESTIMATED COST (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003			Dollars, U.S.		(b) (4)

OPTION OTHER DIRECT COSTS
COST

For the purchase of specialty items for projects. This is a "Not to Exceed", cost reimbursable line item for costs that are in accordance with the Performance Work Statement.

FOB: Destination

SIGNAL CODE: A

ESTIMATED COST

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004			Dollars, U.S.	(b) (4)	(b) (4)

OPTION NGB JoCC Support
FFP

To provide the Desk Officer non-personnel administrative, professional, and technical support at the National Guard Bureau required to facilitate the overall objectives of the State JOCs initiative and its members / Joint Force Headquarters State (JFHQ-S). Prices are in accordance with the revised quote submitted by Nana Pacific on January 7, 2010.

FOB: Destination

PURCHASE REQUEST NUMBER: W81MNB93515001

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005			Dollars, U.S.		(b) (4)

OPTION TRAVEL - NGB JoCC Support
COST

This is a "Not to Exceed", cost reimbursable line item for travel costs incurred in performance of the contract. Travel shall be conducted in accordance with the Joint Travel Regulation.

FOB: Destination

ESTIMATED COST

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1006			Dollars, U.S.		(b) (4)

OPTION OTHER DIRECT COSTS - NGB JoCC Support
COST

For the purchase of specialty items for projects. This is a "Not to Exceed", cost reimbursable line item for costs that are in accordance with the Performance Work Statement.

FOB: Destination

ESTIMATED COST

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001		(b) (4)	Dollars, U.S.	(b) (4)	(b) (4)

OPTION DESK OFFICERS - JHFQ STATE JOC'S
FFP
To provide the necessary level of non-personnel administrative, professional, and technical support required to facilitate the overall objectives of the State JOCs initiative and its members / Joint Force Headquarters State (JFHQ-S).
(2) DSCA Duty Desk Officers

FOB: Destination
SIGNAL CODE: A

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002			Dollars, U.S.		(b) (4)

OPTION TRAVEL
COST
This is a "Not to Exceed", cost reimbursable line item for travel costs incurred in performance of the contract. Travel shall be conducted in accordance with the Joint Travel Regulation.

FOB: Destination
SIGNAL CODE: A

ESTIMATED COST (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003			Dollars, U.S.		(b) (4)

OPTION OTHER DIRECT COSTS
COST

For the purchase of specialty items for projects. This is a "Not to Exceed", cost reimbursable line item for costs that are in accordance with the Performance Work Statement.

FOB: Destination

SIGNAL CODE: A

ESTIMATED COST

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004			Dollars, U.S.	(b) (4)	(b) (4)

OPTION NGB JoCC Support
FFP

To provide the Desk Officer non-personnel administrative, professional, and technical support at the National Guard Bureau required to facilitate the overall objectives of the State JOCs initiative and its members / Joint Force Headquarters State (JFHQ-S). Prices are in accordance with the revised quote submitted by Nana Pacific on January 7, 2010.

FOB: Destination

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005			Dollars, U.S.		(b) (4)

OPTION TRAVEL - NGB JoCC Support
COST

This is a "Not to Exceed", cost reimbursable line item for travel costs incurred in performance of the contract. Travel shall be conducted in accordance with the Joint Travel Regulation.

FOB: Destination

ESTIMATED COST

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2006			Dollars, U.S.		(b) (4)

OPTION OTHER DIRECT COSTS - NGB JoCC Support
COST

For the purchase of specialty items for projects. This is a "Not to Exceed", cost reimbursable line item for costs that are in accordance with the Performance Work Statement.

FOB: Destination

ESTIMATED COST

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001		(b) (4)	Dollars, U.S.	(b) (4)	(b) (4)

OPTION DESK OFFICERS - JHFQ STATE JOC'S
FFP
To provide the necessary level of non-personnel administrative, professional, and technical support required to facilitate the overall objectives of the State JOCs initiative and its members / Joint Force Headquarters State (JFHQ-S).
(2) DSCA Duty Desk Officers

FOB: Destination
SIGNAL CODE: A

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002			Dollars, U.S.		(b) (4)

OPTION TRAVEL
COST
This is a "Not to Exceed", cost reimbursable line item for travel costs incurred in performance of the contract. Travel shall be conducted in accordance with the Joint Travel Regulation.

FOB: Destination
SIGNAL CODE: A

ESTIMATED COST (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003			Dollars, U.S.		(b) (4)

OPTION OTHER DIRECT COSTS
COST

For the purchase of specialty items for projects. This is a "Not to Exceed", cost reimbursable line item for costs that are in accordance with the Performance Work Statement.

FOB: Destination

SIGNAL CODE: A

ESTIMATED COST (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004			Dollars, U.S.	(b) (4)	(b) (4)

OPTION NGB JoCC Support
FFP

To provide the Desk Officer non-personnel administrative, professional, and technical support at the National Guard Bureau required to facilitate the overall objectives of the State JOCs initiative and its members / Joint Force Headquarters State (JFHQ-S). Prices are in accordance with the revised quote submitted by Nana Pacific on January 7, 2010.

FOB: Destination

NET AMT (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005			Dollars, U.S.		(b) (4)

OPTION TRAVEL - NGB JoCC Support
COST

This is a "Not to Exceed", cost reimbursable line item for travel costs incurred in performance of the contract. Travel shall be conducted in accordance with the Joint Travel Regulation.

FOB: Destination

ESTIMATED COST

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3006			Dollars, U.S.		(b) (4)

OPTION OTHER DIRECT COSTS - NGB JoCC Support
COST

For the purchase of specialty items for projects. This is a "Not to Exceed", cost reimbursable line item for costs that are in accordance with the Performance Work Statement.

FOB: Destination

ESTIMATED COST

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001		(b) (4)	Dollars, U.S.	(b) (4)	(b) (4)

OPTION DESK OFFICERS - JHFQ STATE JOC'S
FFP

To provide the necessary level of non-personnel administrative, professional, and technical support required to facilitate the overall objectives of the State JOCs initiative and its members / Joint Force Headquarters State (JFHQ-S).
(2) DSCA Duty Desk Officers

FOB: Destination
SIGNAL CODE: A

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002			Dollars, U.S.		(b) (4)

OPTION TRAVEL
COST

This is a "Not to Exceed", cost reimbursable line item for travel costs incurred in performance of the contract. Travel shall be conducted in accordance with the Joint Travel Regulation.

FOB: Destination
SIGNAL CODE: A

ESTIMATED COST

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003			Dollars, U.S.		(b) (4)

OPTION OTHER DIRECT COSTS
COST

For the purchase of specialty items for projects. This is a "Not to Exceed", cost reimbursable line item for costs that are in accordance with the Performance Work Statement.

FOB: Destination

SIGNAL CODE: A

ESTIMATED COST

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004			Dollars, U.S.		(b) (4)

OPTION NGB JoCC Support
FFP

To provide the Desk Officer non-personnel administrative, professional, and technical support at the National Guard Bureau required to facilitate the overall objectives of the State JOCs initiative and its members / Joint Force Headquarters State (JFHQ-S). Prices are in accordance with the revised quote submitted by Nana Pacific on January 7, 2010.

FOB: Destination

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005			Dollars, U.S.		(b) (4)

OPTION TRAVEL - NGB JoCC Support
COST
This is a "Not to Exceed", cost reimbursable line item for travel costs incurred in performance of the contract. Travel shall be conducted in accordance with the Joint Travel Regulation.

FOB: Destination

ESTIMATED COST (b) (4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006			Dollars, U.S.		(b) (4)

OPTION OTHER DIRECT COSTS - NGB JoCC Support
COST
For the purchase of specialty items for projects. This is a "Not to Exceed", cost reimbursable line item for costs that are in accordance with the Performance Work Statement.

FOB: Destination

ESTIMATED COST (b) (4)

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0005AA	N/A	N/A	N/A	Government
0005AB	N/A	N/A	N/A	Government

0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
1006	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
2006	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
3006	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government
4004	Destination	Government	Destination	Government
4005	Destination	Government	Destination	Government
4006	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 28-SEP-2009 TO 27-SEP-2010	N/A	SEE SCHEDULE N/A N/A AA N/A FOB: Destination	SCHED1
0002	POP 28-SEP-2009 TO 27-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
0003	POP 28-SEP-2009 TO 27-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
0004	POP 28-SEP-2009 TO 27-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
0005	N/A	N/A	N/A	N/A
0005AA	N/A	N/A	N/A	N/A

0005AB	N/A	N/A	N/A	N/A
0006	POP 01-JAN-2010 TO 27-SEP-2010	N/A	SEE SCHEDULE N/A N/A AA N/A FOB: Destination	SCHED1
0007	POP 01-JAN-2010 TO 27-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
0008	POP 01-JAN-2010 TO 27-SEP-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
1001	POP 28-SEP-2010 TO 27-SEP-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	SCHED1
1002	POP 28-SEP-2010 TO 27-SEP-2011	N/A	N/A FOB: Destination	
1003	POP 28-SEP-2010 TO 27-SEP-2011	N/A	SEE SCHEDULE N/A N/A AA N/A FOB: Destination	SCHED1
1004	POP 28-SEP-2010 TO 27-SEP-2011	N/A	N/A FOB: Destination	
1005	POP 28-SEP-2010 TO 27-SEP-2011	N/A	N/A FOB: Destination	
1006	POP 28-SEP-2010 TO 27-SEP-2011	N/A	N/A FOB: Destination	
2001	POP 28-SEP-2011 TO 27-SEP-2012	N/A	SEE SCHEDULE N/A N/A AA N/A FOB: Destination	SCHED1
2002	POP 28-SEP-2011 TO 27-SEP-2012	N/A	N/A FOB: Destination	
2003	POP 28-SEP-2011 TO 27-SEP-2012	N/A	SEE SCHEDULE N/A N/A AA N/A FOB: Destination	SCHED1
2004	POP 28-SEP-2011 TO 27-SEP-2012	N/A	N/A FOB: Destination	
2005	POP 28-SEP-2011 TO 27-SEP-2012	N/A	N/A FOB: Destination	

2006	POP 28-SEP-2011 TO 27-SEP-2012	N/A	N/A FOB: Destination	
3001	POP 28-SEP-2012 TO 27-SEP-2013	N/A	SEE SCHEDULE N/A N/A AA N/A FOB: Destination	SCHED1
3002	POP 28-SEP-2012 TO 27-SEP-2013	N/A	N/A FOB: Destination	
3003	POP 28-SEP-2012 TO 27-SEP-2013	N/A	SEE SCHEDULE N/A N/A AA N/A FOB: Destination	SCHED1
3004	POP 28-SEP-2012 TO 27-SEP-2013	N/A	N/A FOB: Destination	
3005	POP 28-SEP-2012 TO 27-SEP-2013	N/A	N/A FOB: Destination	
3006	POP 28-SEP-2012 TO 27-SEP-2013	N/A	N/A FOB: Destination	
4001	POP 28-SEP-2013 TO 27-SEP-2014	N/A	SEE SCHEDULE N/A N/A AA N/A FOB: Destination	SCHED1
4002	POP 28-SEP-2013 TO 27-SEP-2014	N/A	N/A FOB: Destination	
4003	POP 28-SEP-2013 TO 27-SEP-2014	N/A	SEE SCHEDULE N/A N/A AA N/A FOB: Destination	SCHED1
4004	POP 28-SEP-2013 TO 27-SEP-2014	N/A	N/A FOB: Destination	
4005	POP 28-SEP-2013 TO 27-SEP-2014	N/A	N/A FOB: Destination	
4006	POP 28-SEP-2013 TO 27-SEP-2014	N/A	N/A FOB: Destination	

ACCOUNTING AND APPROPRIATION DATA

AB: 5793840 589 4106 130400 010000 59290 59220F 667100 F67100 019186 621856 633417

AMOUNT: (b) (4)

CIN F9WFJS9264A001: (b) (4)

CIN F9WFJS9264A0010001: (b) (4)

CIN F9WFJS9264A0010002: (b) (4)

CIN F9WFJS9264A0010003: (b) (4)

CIN F9WFJS9264A0010005AA: (b) (4)

CIN F9WFJS9273A002: (b) (4)

AC: 219206500009181055131G96WB0002512376NHSW81MNB927300026NHS37044220

AMOUNT: (b) (4)

CIN W81MNB92730002: (b) (4)

AE: 210206500000181055131G34W00002512376NHSW81MNB935150016NHS37044220

AMOUNT: (b) (4)

CIN W81MNB935150010006: (b) (4)

CIN W81MNB935150010007: (b) (4)

CIN W81MNB935150010008: (b) (4)

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.212-4	Contract Terms and Conditions--Commercial Items	MAR 2009
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

 x (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

x (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

 x (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

 (4) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (MAR 2009) (Pub. L. 111-5).

 (5) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

 (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

 (7) [Reserved].

 (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

 (ii) Alternate I (OCT 1995) of 52.219-6.

 (iii) Alternate II (MAR 2004) of 52.219-6.

 (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

 (ii) Alternate I (OCT 1995) of 52.219-7.

 (iii) Alternate II (MAR 2004) of 52.219-7.

 (10) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

 (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).

 (ii) Alternate I (OCT 2001) of 52.219-9

 (iii) Alternate II (OCT 2001) of 52.219-9.

 x (12) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

 (13) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (U.S.C. 657 f).

___ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

(19) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

(20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).

(21) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

(22) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (24) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

___ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

___ (26) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

___ (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.) (Not Applicable until September 8, 2009.)

___ (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b)

___ (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

x (31) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

x (32)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (33) 52.225-5, Trade Agreements (JUN 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (37) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f))

___ (38) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332)

___ (41) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (42) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.)

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008)(31 U.S.C. 5112(p)(1)).

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

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

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

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

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

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

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

(iii) Reserved.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price and cost reimbursement contract resulting from this solicitation.

(End of provision)

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.

252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains

responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

Alaska District Office
510 L Street, Suite 210
Anchorage, Alaska 99501-1952.

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(MAR 2008)

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

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

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

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

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

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

(End of clause)

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	QUOTE		
Attachment 2	REVISED QUOTE Fed and State Pricing		07-JAN-2010

PERFORMANCE WORK STATEMENT

Performance Work Statement

For

State Joint Force Headquarters

Joint Operations Center (JOC) Support

1. SCOPE

1.1. The purpose of this PWS is to provide the necessary level of administrative, professional, and technical support required to facilitate the overall objectives of the State JOCs initiative and its members / Joint Force Headquarters State (JFHQ-S).

1.2. Scope of this effort is to ensure the JFHQ-S, JOC , and the NGB Joint Operations Communications Center (JoCC) is capable of maintaining and providing Situational Awareness and Common Operating Picture of the National Guard's Domestic Operations and force capabilities; provide doctrinal and training support to Interagency Training Centers; support designated Federal Agencies with intelligence and operational information as available; and maintaining close coordination in matters of Domestic Operations

1.3. The objective of this effort if to provide support to the government Joint Force Headquarters State (JFHQ-S) Joint Operations Center (JOC) capability, which includes the NGB and all 54 states and territories. This support capability serves as the conduit for flow of information between the JFHQ-S and NGB JoCC to support situational awareness requirements and common operating picture.

2. REQUIRING ORGANIZATION

Joint Force Headquarters States (JFHQ-S).

3. TASKS/SERVICES

3.1 The Contractor shall provide professional, administrative, or technical services in support of initiatives and assigned missions. The work effort is to provide the support required to achieve the desired degree of responsiveness essential to accommodate workload demands. Specific work shall include, but not be limited to the following:

3.2. Any specific tasks substantially related to the scope and objective stated in paragraph 1 and directed by the JFHQ-S or designate to improve the operational capability of the JFHQ-S. Specific Tasks include but are not limited to:

- a. Provide support to DO efforts to plan and execute full operational capability of the JFHQ-S.
- c. Support to the various states, territories, Adjutants General, District of Columbia, Services, Joint Staff and designated Combatant Commanders, Chief NGB, NGB Army, and Air Deputy Chiefs National Guard Bureau, by providing situational awareness, direction, support and integration of National Guard routine, operational, and crisis information requiring National Guard awareness and or support.
- d. Provide real/near real time access to information using a push/pull information sharing environment that will support the immediate needs of the 54 States and Territories.
- e. Provide timely, accurate and comprehensive analysis of current state events with frequent and timely updates using the enhanced situational awareness capabilities provided by the J6 designated core IT systems if available.
- f. When fully manned provide support for operations that assimilate all levels of open and classified information by using information sharing tools and personnel resources to maintain 24/7 operations.
- g. Report, assess, monitor, support and integrate each respective state's information that would provide situational updates to the National Guard Bureau's Joint Staff, ANG, ARNG and Adjutants General.
- h. Be capable of scaling operations to meet the operational requirements of a dynamic national security environment with a baseline of 24/7 operations and reporting.

- i. Maintain a trained level of operation center personnel, as listed in paragraph 3, capable of providing immediate responses, instructions, assistance and support to the National Guard Bureau's Joint Operations Communication Center.
- j. Provide tailored liaison support with appropriate security access to designated state agencies as necessary.
- l. Coordinate intelligence and operational information for delivery to JFHQ-S on a near real-time basis.
- m. Accurately portray current JFHQ-S operations and capabilities to supported agencies. Coordinate operational support as required.

3. EDUCATION/EXPERIENCE

Personnel shall have relevant education and recent, relevant experience and overall skill mix of the proposed staff to accomplish all the efforts of the Statement of Work (SOW). Personnel will have experience and be proficient in standard Microsoft Office products (Access, Power Point, Word, Excel, Outlook, etc).

4. DELIVERABLES

Monthly Status Report – Contractor shall submit a consolidated monthly report listing the total number of hours of effort for each employee, which summarizes their significant events and actions during the previous month. Due by the 7th workday following the end of the month.

In addition to the monthly invoice a labor detail report showing the employee's name, position title, hourly rate, total hours for the month, total hours to date, total monthly dollar cost and total to date dollar cost (see para 24.2. In addition a breakout of employees travel for the month to include name, dates of travel, destination(s), reason for travel, and total dollar amount paid.

The Contracting Officer's Representative (COR) shall have the responsibility to ensure review all deliverables associated with this task and accept or reject the deliverables. The Government shall have ten (10) working days to complete the review of each deliverable and accept or reject it in writing.

Deliverable or Services Required	Measures of Success and Indicators	Standards - Criteria	Method of Surveillance	Incentives
Provide Professional Support (PBSOW Para. 3)	Provide all analysis, special reports in a timely and professional manner	Meets requirements within JOC SOP	Random Sampling	Negative: Redo at contractors expense and one point deduction on monthly evaluation. Positive: Maximum rating on monthly evaluation.

Monthly Status Report (PBSOW Para. 4 & 24.1)	Timely and accurate	99% accurate and submitted NLT 7th working day of each month	100 % Inspection	Negative: Redo at contractors expense and one point deduction on monthly evaluation. Positive: Maximum rating on monthly evaluation.
Security Clearance (PBSOW Para. 12)	Interim Secret for each employee	Within 30 days of award	100 % Inspection	Negative: Employee will be rejected and one point deduction on monthly evaluation. Positive: Maximum rating on monthly evaluation.
Quality Control Plan (PBSOW Para. 15)	Complete and submitted on time	Within 30 days of award	COR Review	Negative: Redo at contractors expense and one point deduction on monthly evaluation. Positive: Maximum rating on monthly evaluation.
Monthly Invoice (PBSOW Para 24.2)	Timely and accurate	100% accurate and submitted NLT 20th day of each month	100 % Inspection	Negative: Redo at contractors expense and one point deduction on monthly evaluation. Positive: Maximum rating on monthly evaluation.
Contractor Manpower Reporting (PBSOW Para 26)	Timely and accurate	Submit NLT 31 Oct of each year	100% Inspection	Negative: Redo at contractors expense and one point deduction on monthly evaluation. Positive: Maximum rating on monthly evaluation.

5. PERIOD OF PERFORMANCE

The period of performance is 12 months after the date of task order award to include 4 option years.
Anticipated Dates:

- 1 October 2009 – 31 September 2010 Base
- 1 October 2010 – 31 September 2011 Option Year One
- 1 October 2011 – 31 September 2012 Option Year Two
- 1 October 2012 – 31 September 2013 Option Year Three
- 1 October 2013 – 31 September 2014 Option Year Four

6. PLACE OF PERFORMANCE

Joint Forces Headquarters State Joint Operation Center

7. OPERATIONAL HOURS

The JFHQ-S operates 24 hours a day 365 days per year.

The normal duty schedule is for a crew schedule of 4 days on and 4 days off for a period not less than 12 hours per shift. The duty schedule is subject to change based on government requirements.

This SOW includes the requirement for the following (WHEN FULLY FUNDED):

- 1) **DSCA Duty Officers** 2– 24 hours per day for 365 days per year (see paragraph 22 for position description)
- 2) **COP Duty Officer** - 24 hours per day for 365 days per year (see paragraph 22 for position description)

8. FEDERAL HOLIDAYS

The U.S. Government recognizes the following Legal Holidays established by Federal Statute:

1. New Year's Day – January 1
2. Martin Luther King Jr. Day – Third Monday in January
3. President's Day – Third Monday in February
4. Memorial Day – Last Monday in May
5. Independence Day – July 4
6. Labor Day – First Monday in September
7. Columbus Day – Second Monday in October
8. Veteran's Day – November 11
9. Thanksgiving Day – Fourth Thursday in November
10. Christmas Day – December 25

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

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

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

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

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

If Government personnel are furloughed, the contractor shall contact the Contracting Officer or the COR to receive direction. It is the Government's decision as to whether contract support will be affected as a result of Government shutdown and/or furloughed Government employees.

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

9. OVERTIME

Overtime is not authorized under this task order.

10. SAFETY ISSUES

The work described herein is primarily sedentary, performed in an office setting. Some walking will be required throughout the workplace facilities and at work sites. The work environment involves everyday risks or discomforts that require normal safety precautions typical of such places as conference rooms or office spaces. There are no unusual physical demands.

11. GOVERNMENT-FURNISHED EQUIPMENT

The Government will provide contractor personnel with an office environment typically provided to Government personnel that includes workstations, facsimile, telephones and computers with access to the Internet and local area network (LAN). The Government will request access to all necessary areas once correct security clearance information has been provided.

12. SECURITY CLEARANCE

Work under this task order is CLASSIFIED. The contractor shall comply with all applicable Department of Defense (DoD) security regulations and procedures during the performance of this task order. The contractor shall not disclose and must safeguard sensitive information, computer systems and data, privacy act data, and Government personnel work products that are obtained or generated in the performance of this task order. The contractor will be required to provide clearances for personnel requiring access to Government computers and workstations. A security clearance of secret is required for all Contractor employees. All work is to be performed in accordance with the attached DD254 and the on site specifications. The attached DD254 and its attachments are part of this document and apply herein. Contractor must obtain Courier credentials within 90 days of award of contract to transport classified or sensitive data as necessary for this contract.

13. REIMBURSABLE EXPENSES – TRAVEL & MATERIALS

Travel may be required. The contractor may be required to travel to other locations in support of the tasks described in this statement of work. Prior to incurring any travel expenses, contractor personnel must obtain written authorization from the Project Officer that approves approximate travel, dates, expected duration, origin and destination, purpose, estimated costs and the number and names of personnel traveling. Contractor expense reports shall be prepared and processed in accordance with the Federal Travel Regulation (FTR).

All travel shall be in accordance with the Government's Joint Travel Regulation (JTR) or Federal Travel Regulation (FTR). Travel vouchers and supporting documents must be presented for payment within 10 days after completion of the travel.

The Contractor may be required to conduct local and / or long distance travel in support of the requirements outlined above. The number of Contractor personnel required will be determined at the discretion of the Client Representative or designee. For all trips, the point of departure is the duty station., unless otherwise directed by the Client Representative, COR or designee.

Trip Report. A trip report shall be submitted 10 days following the completion of required travel. Report shall include as a minimum, the purpose of the trip, date of travel, labor category and significant outcome of the trip.

All travel must be approved in advance by the Contracting Officer's Representative (COR). The contractor's personnel must adhere to the cost constraints of the Joint Travel Regulation to the maximum practical extent. Copies of the contractor's reimbursement vouchers for travel costs will be submitted to the COR and must contain supporting detail that is satisfactory to the COR. The contractor may apply G&A to travel costs only if this practice is consistent with both the contractor's GSA Contract and its accounting system.

All materials purchased by the contractor for the use or ownership of the Federal Government; becomes the property of the Federal Government. The transfer of materials shall be documented by the contractor in the monthly status report. The contractor must furnish the Client Representative copies of such documents monthly, through E-mail, Express mail, Fax, or at the Task Review Meeting.

14. TASK TYPE

Time & Materials, Performance Based.

15. QUALITY CONTROL PLAN

Quality Control Plan: Contractor shall develop and maintain a quality program to ensure services are performed in accordance with commonly accepted commercial practices. Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. As a minimum, the contractor shall develop quality control procedures that address the areas identified in the Government Quality Assurance Surveillance Plan (QASP). A draft QCP is required with the contractors proposal with a final due 30 days after task award.

16. NON-PERSONAL SERVICE STATEMENT

Contractor employees performing services under this order will be controlled, directed and supervised at all times by management personnel of the contractor. The contractor's management shall ensure that employees properly comply with the performance standards outlined in the Quality Assurance Surveillance Plan (QASP). Contractor employees will perform independent of and without the supervision of any Government official. Actions of contractor employees may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the U.S. Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

17. ESTIMATED WORK REQUIREMENT

For the purposes of indicating scope of work only, the Government estimate for the work to be performed in the period of performance of this PWS is included below. This estimate is the Government's interpretation of the requirement and is not intended to be binding on either party or to be the only possible solution to the requirement. The hours to be performed may vary over the course of the period of performance.

*Annotates key positions.

18. CONFIDENTIALITY

Position Title	Ref Para 22	Key Position	Qty	Normal	Education Required	Education Preferred	Clearance Required
DSCA Duty Officer	1		2	XXXX	Associates or Military Professional Education Equivalent	Bachelor's Degree	SECRET
COP Duty Officer	2		1	XXXX	Associates or Military Professional Education Equivalent	Bachelor's Degree	SECRET

This project and all materials provided to the Contractor by the Government and results, conclusions and recommendations obtained thereof should be considered confidential in nature and treated with the same level of care that the Contractor treats its own confidential business information. The information shall not be disclosed, copied, modified, used (except in the completion of this project) or otherwise disseminated to any other person or entity at any time to include, but not limited to inclusion in any database external to the Government without the Government's express consent.

19. SPECIAL REQUIREMENTS/INSTRUCTIONS/CONSIDERATIONS

No data provided to, or developed by, the contractor shall be used for any purpose other than this delivery order. All information (data files and hard copy) become the property of the government and the contractor shall return them to the National Guard Bureau at the completion of the task.

20. PERSONNEL REPLACEMENT AND SUSTITUTION

The tasks described in this Statement of Work require specialized skills and diplomacy due to the nature of the projects.

The Contractor shall not substitute personnel assigned to perform work under this contract without the prior approval of the Contracting Officer. Requests for approval of substitutions shall be in writing and shall provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a complete resume for the proposed substitute, and any other information requested or needed by the Contracting Officer to approve or disapprove the request. Proposed substitutes must have qualifications that are equal to or higher than the personnel being augmented. The Contracting Officer or his authorized representative shall evaluate such requests and promptly notify the Contractor in writing whether the proposed substitution is acceptable. The Government reserves the right to review all contractor resumes.

21. PHASE IN/PHASE OUT SERVICES REQUIRED

The Contractor may be replaced by a succeeding Contractor(s) or the Government in the performance of the work contemplated by the contract. It is essential that provisions be made to provide for a smooth transition of work in progress from the incumbent Contractor to its successor.

Pursuant to FAR Clause 52.237-3 in Section I, entitled "Continuity of Services", the incumbent Contractor is required to furnish phase-in training and to exercise its best efforts and cooperation to effect an orderly and efficient transition to its successor.

Immediately following award of this contract, the Contractor shall meet with the Government and cooperate to formulate and effect an orderly phase-in/phase-out of all work in progress pursuant to the provisions specified in the above-cited FAR Clause 52.237-3. Accordingly, at the termination of the instant contract and the award of any subsequent contract, the same requirement will exist for the Contractor herein (who will then be the incumbent contractor) to effect an orderly phase-in/phase-out with its successor.

22. PERFORMANCE WORK STATEMENTS/ QUALIFICATIONS

The contractor shall be responsible for employing technically qualified personnel to perform the work specified in this statement of work. The contractor shall maintain the personnel, organization, and administrative control necessary to ensure that the work delivered meets the contract specifications and requirements. The work history of each contractor employee must contain experience directly related to the task and functions he/she is intended to perform under this contract.

The Government reserves the right, during the life of the resulting contract, to request work histories on any contractor employee for the purposes of verifying compliance with the above requirements; additionally, the government reserves the right to review resumes of contractor personnel proposed to be assigned. Personnel assigned to, or utilized by, the contractor in performance of work shall be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable, and professional manner.

Specific Personnel Qualifications Requirements - Personnel required to perform the services set forth within this Statement of Work shall meet minimum qualifications for the respective labor categories identified herein. Personnel assigned to or utilized by the contractor in the performance of the contract shall, as a minimum, be a United States Citizen, meet the experience, educational, or other background requirements set forth in the job description below and shall be fully capable of performing in an efficient, reliable, and professional manner.

Generally personnel shall have relevant education and recent, relevant experience and overall skill mix of the proposal staff to accomplish all the efforts of the Performance Work Statement (PWS).

22.1. Position Description: DSCA Duty Desk Officer

Individual should have worked in previous assignments in an operations capacity; will preferably have experience with disaster response, planning or execution of support to Special Events, or have previously worked in an environment where consideration was given to force posture, threat assessments, and readiness of response capabilities; will have shown through past actions an ability to take initiative, make sound judgments in the absence of guidance, discriminate between critical and routine information, and convey changes to the domestic environment with an appropriate sense of urgency.

Establish standardized communications templates and procedures in conjunction with State Homeland Security Office, Emergency Management Agency, Joint Force Headquarters, Army and Air National Guard Headquarters, National Guard Bureau JOC, and NORTHCOM. Monitor communications and provide information as required through NIPRNET, SIPRNET, NORTHCOM and PRECISE Portals as

available, and local and national media. Provide assistance through planning, integration, implementation, and tracking of systems and resources day-to-day, during contingency and operational missions to include personnel accountability, equipment accountability, communications and systems integration, operations planning and execution with OPORD, WARNORD, and OPLAN publication. Provide continuity of operations at all levels of the organization. Establish reporting procedures and protocols to track/update personnel and equipment assets. Disseminate information and requirements to affected action and information agencies as required.

Continuous coordination and monitoring of National Infrastructure Protection Center, commercial computer virus protection venues, other information protection sites, news sources, and NG/military information venues. Monitor state information networks and systems for requirements, serve as the central point of contact and coordination for all critical infrastructure providers, manage and assemble the state's Common Operating Picture (COP) for internal and external use. Provide early warning alert to the Adjutant General and state military department, state political processes, state emergency managers, and critical infrastructure providers. Assist in the establishment of procedures and protocols to implement, monitor, and control security throughout the state in responses to FPCON/Homeland Security alert levels. Knowledgeable in SIPRNET and NIPRNET communications. Knowledgeable in internet and intranet communications. Knowledgeable in Physical Security, Communications Security, and Physical Security requirements. Able to assess the status of forces (Unit and mission readiness). Able to perform IPB functions during mission and day-to-day requirements. Knowledgeable in the operation of Tactical Operations Centers, Logistical Centers, and Emergency Operations Centers. Experienced in development, implementation, and monitoring of operations plans, contingency plans, and MSCA operations. Able to establish a battle rhythm and supervise a Joint Operations Center from minimum requirements through ramp up and closure. Knowledge of Army and Air Guard personnel, operations, and security programs

Level of Effort: XXXXX Hours

Qualifications:

Eight years experience military. Prefer Joint level experience. Individual should be familiar with NG Domestic operations. Associates' degree preferred or equivalent military education/ experience.

Clearance Required: Secret

22.2. Position Description: COP Duty Desk Officer

Supports the Joint Force Headquarters State (JFHQ-S) Joint Operations Center (JOC) to provide situational awareness, direction, and resources to NG soldiers, airman and units engaged in Homeland Defense and Civil Support missions. The COP MANAGER monitors, collects and analyzes data to develop and update the current operational picture (COP) of National Guard activities. The COP MANAGER disseminates information to multiple government agencies through voice, data systems. Attends briefings and assists in the presentation and delivery of such meetings. Coordinates, Creates, assembles, and distributes slides for the leadership. Analysis and assembles data collected on multiple levels for presentation to the state leadership. Manages and directs shift changes. Assists MCC's in coordinating staff actions. Monitors, maintains, and issues request for information and taskers.

This is a key position. COP Desk Duty Officer's are responsible for obtaining, collating, sharing, displaying, and reporting information related to maintaining situational awareness and developing the NG Common Operational Picture (COP) depicting the status of their state/territories for all missions and forces assigned including all major activities and capabilities. The incumbent should understand the operational concept, policies, and procedures which govern JOC internal operations and how JOCs of the fifty-four Joint Force Headquarters-State interact and are supported by the NGB JOC. Watch officers frequently coordinate with senior officers or field grade representatives of the Office of Secretary Defense, combatant commands, and key federal agencies. The incumbent provides and incorporates

reports and assessments on state Civil Support missions for the JOC daily, weekly, monthly, yearly reports, and briefings and integrates information from the Military Support to Civil Authority daily brief, the Current Ops Brief, daily SITREP, daily EXSUM, and daily SITREPS provided by the States and Territories as required.

Level of Effort: XXXXX Hours

Qualifications:

Eight years experience military. Prefer Joint level experience. Individual should be familiar with NG Domestic operations. Associates' degree preferred or equivalent military education/ experience.

Clearance Required: Secret

The Government Project Officer will provide general instructions on limitations and deadlines, and is responsible for administration of the task order in compliance with the contract to include inspection and acceptance of deliverables.

Primary Client Representative:

(b) (6), GS, Deputy Chief Resources
NGB J3/DO (Domestic Operations) Directorate
1411 Jefferson Davis Highway Suite 5700
Arlington, VA 22202-3231
Telephone: (703) 607-1809 DSN: 327-1809
FAX: (703) 607-0040 DSN 327-0040
Email: (b) (6)

Alternate Client Representative:

(b) (6), Chief Resources
NGB J3/DO (Domestic Operations) Directorate
1411 Jefferson Davis Highway Suite 5700
Arlington, VA 22202-3231
Telephone: (703) 607-2090 DSN: 327-2090
FAX: (703) 607-0040 DSN 327-0040
Email: (b) (6)

23. ORGANIZATIONAL CONFLICTS OF INTERESTS

23.1 The Contractor acknowledges that it is familiar with FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, and agrees to avoid, neutralize or mitigate such conflicts of interest in accordance with the principles set forth in the FAR.

23.2. If performance of any SOW requires the contractor (to include subcontractors) to supply technical support related to systems or projects with which the contractor is already directly concerned, either by prime or subcontract, the contractor shall so immediately inform the Contracting Officer. The SOW may be withdrawn if a conflict is found. The Contractor shall not undertake performance of any SOW which requires it to supply technical support regarding such systems until the notice is given, and written consent to proceed is issued by the Contracting Officer.

24.0 Reports and administration requirements.

24.1 **Reports** - As directed by the Government, reports shall be prepared as defined in contract GS04T07DED0001 or this SOW, as applicable. The contractor shall provide a Monthly Status Report and a Monthly Task Summary Report/Invoice:

24.1.1 The **Monthly Status Report** shall contain the following:

- 24.1.1.1 Brief description of requirements.
- 24.1.1.2 Brief summary of accomplishments during the reporting period and significant events regarding the task order.
- 24.1.1.3 Work Request status as defined by the CR.
- 24.1.1.4 Deliverables submitted or progress on deliverable products.
- 24.1.1.5 Any current or anticipated problems.
- 24.1.1.6 Brief summary of activity planned for the next reporting period.

24.1.2 Reports must be generated from the first calendar day of each month to the last calendar day of each month. (i.e., January 1st through 31st, February 1st through 28th or 29th, etc.). The financial report will include all information as stated in the SOW and additional information as defined by the CR.

24.2 **INVOICE** - Invoices shall be submitted no later than the 20th monthly for work performed the prior month. The invoice shall be submitted on official company letterhead.

24.2.1 The amount invoiced shall include labor charges and other direct costs (ODCs) which may be authorized by this task order (e.g., travel). For ODCs, invoiced charges shall not exceed the limit specified in the task order. No charges will be paid by the Government, which are not specifically identified in the task and approved in advance by the Government. Copies of receipts, travel vouchers, etc., completed in accordance with Government Travel Regulations shall be attached to the invoice to support charges other than personnel hours. Original receipts shall be maintained by the contractor and made available to Government auditors upon request.

- 24.2.1.1 Total labor charges.
- 24.2.1.2 Other direct costs (ODCs). (ODCs must be individually itemized and specific by each individual category.). (i.e., travel & per diem, training, security check fees, commodities, etc.). *Note: Travel charges must include the traveler's name and dates of travel.
- 24.2.1.3 Total ODCs charges (G&A included).
- 24.2.1.4 Total monthly charges.
- 24.2.1.5 Cumulative totals (Labor, (Regular and Overtime) ODCs, Travel, surcharge, etc.).
- 24.2.2 The invoice must be submitted twice: Once in ITSS [<http://it-solutions.gsa.gov>] and at the same time, to GSA's Financial office at FT Worth.

General Services Administration
Accts Payable Br. (7BCP) 299X
P.O. Box 17181, Fund 299X
Fort Worth, TX 76102-0181

- 24.2.3 The GSA Client Representative and GSA Contracting must approve the invoice in GSA's ITSS system prior to payment of the invoice. The client has to accept and certify the invoice(s) and evaluate the services of the vendor contractor before payment will be made.
- 24.2.4 Invoices for final payment must be so identified and submitted when the task has been completed and no further charges are to be billed. Marked with the word FINAL (even if it is a zero amount).

- 24.3 Client agency is mandated by the Paperwork Reduction Act and is open to innovation and streamlining ideas in generating the client agency's monthly narrative report, monthly task summary report.

25.0 CCR:

- 25.1** Effective October 1, 2004, contractors must be registered in the Central Contractor Registration. This is one of the steps the Federal Government is taking to streamline the acquisition process. In an effort to broaden use and reliance upon e-business applications, the CCR was established to eliminate the need to maintain paper-based sources of contractor information.
- 25.2** The Central Contractor Registration (CCR) System is a centrally located, searchable database, accessible via the Internet to develop, maintain, and provide sources for future procurements. The CCR data is the most up to date and complete data available. As a single validated source of data on contractors doing business with the Government, the CCR database enables prospective contractors to update their information in one place via a website (<http://www.ccr.gov>). The information is then available via the Internet.

- 25.3 *FAC 01-16 covers the mandatory use of the Central Contractor Registration (CCR) for FAR-based contracts. All vendors are encouraged to register even for non-mandatory contracts. CCR impacts the acquisition process as follows:*
- 25.3.1 Vendors register their business profile in only one government database (CCR) and will be responsible for the accuracy of the information at all times. Although vendors are required to maintain their data, CCR does not alleviate any contractor from providing any contractual changes to the Contracting Officer for appropriate processing.
 - 25.3.2 Contracting Officers will use that database to obtain vendor information for market research, building source lists, making payments and providing some of the required FPDS-NG information.
 - 25.3.3 Contracting Officers will have to verify a vendor has registered before awarding (or modifying) a contract (includes basic agreement, basic ordering agreement, or blanket purchase agreement). Vendors will appear in the CCR when the vendor has completed all mandatory information and the Government has completed its validation of the information. Vendor record is then considered "active" and will be available for viewing in the CCR. Allow 48 hours for the validation when providing timeframes to the offeror/contractor. Contracting Officers will need to verify BY DUNS NUMBER the contractors exact name and address and socio-economic choices at minimum. If the offer and the CCR record do not match, the Contractor Officer will need to contact the offeror to update its record.
 - 25.3.4 Vendor EFT data entered into CCR will be the primary source for making payments Vendor data in the CCR will be used to generate information into the FPDS-NG report. All vendors, even for contract vendors not covered by FAR, are encouraged to register since FPDS-NG will be generating some of the vendor data directly from CCR.

26.0 CONTRACTOR MANPOWER REPORTING

- 26.1 The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all required information using the following web address:
<https://contractormanpower.army.pentagon.mil>.
- 26.2 The required information includes: (1) Contracting Office, Contracting Officer, Contractor Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and

separate predominant FSC for each sub-contractor, if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country).

26.3 As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

27. Acronyms:

CNGB – Chief, National Guard Bureau

EXSUM – Executive Summary

JFHQ – S – Joint Force Headquarters State

NGB-J3/DO – National Guard Bureau Joint Staff for Domestic Operations

JOC – Joint Operations Center

DSCA – Defense Support to Civil Authorities

SITREP – Situation Report

NMCC – National Military Command Center

USNORTHCOM – United States Northern Command

USPACOM – United States Pacific Command

USSTRACOM – United States Strategic Command

ANG – Air National Guard

ARNG – Army National Guard

ADDITIONAL INFORMATION

AUTHORITY

This contract is awarded IAW 10 U.S.C. 2304(c)(5).

GOVERNMENT CONTRACTING PERSONNEL:

Contracting Contracting Officer (CO)

The CO for this order is listed below:

Name: (b) (6)
Title: Contracting Officer
Address: 1411 Jefferson Davis Highway, Arlington, VA
22202-3231
Voice: (703) 607-1260
Fax: (703) 607-1742
Email: (b) (6)

Contracting Officer's Representative (COR)

The COR for this order is listed below:

Name: (b) (6)
Title: Deputy for Resources
Address: 1411 Jefferson Davis Highway, Arlington, VA
22202-3231
Voice: (703) 607-1809
Fax: (703) 607-0040
Email: (b) (6)

CONTRACTOR PERSONNEL:

Contractor POC:

Name: John Washington
Title: Vice President
Address: 1235 South Clark Street, Suite 906, Arlington, VA 22202-4366
Office: 703-348-4956
Mobile: 907-223-4377
Email: jwashington@nanapacific.com
TIN: 92-0177589
CAGE: 1V7H6
DUNS: 059642970

CONTRACTING OFFICER'S REPRESENTATIVE (COR):

All contracting actions and/or correspondence should be forwarded through the COR. The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of the contractor's performance. The COR is NOT an Administrative Contracting Officer (ACO) and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other term and condition of the contract, or to direct the accomplishment of effort that goes beyond the scope the statement of work in the contract.

When, in the opinion of the contractor, the COR requests efforts outside the existing scope of the contract, the contractor shall promptly notify the contracting officer in writing. The contractor under such direction shall take no action until the contracting officer has resolved the issue or has otherwise issued a modification to the contract.

In the absence of the Primary COR (due to reasons such as leave, illness, and official travel), all responsibilities and functions assigned to the Primary COR shall be the responsibility of the Alternate COR (if appointed) acting on behalf of the Primary COR.

ACCOUNTING FOR CONTRACT SERVICES:

- a. The Secretary of the Army has implemented Accounting for Contract Services. This initiative has been put in place to obtain better visibility of the contractor service workforce. The Assistant Secretary of the Army (Manpower and Reserve Affairs) and the Assistant Secretary of the Army (Acquisition, Logistics and Technology) have implemented guidance to comply with this DoD Business Initiative Council (BIC) sponsored initiative. These contract reporting requirements are mandatory. By acceptance of this contract and performance under this contract, the contractor agrees to comply with these reporting requirements.
- b. The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site [Contractor Manpower Reporting (CMR) System] where the contractor will report ALL contractor manpower (including sub-contractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address:
<https://contractormanpower.army.pentagon.mil>
- c. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, e-mail address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (National Guard Bureau UIC is W00QFF); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the

estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

GENERAL INVOICE PREPARATION & SUBMITTAL INSTRUCTIONS:

An invoice is a written and/or electronic request for payment under the contract for supplies delivered or for services rendered. In order to be proper, an invoice must include, as applicable, the following:

- a. Name and address of the contractor
- b. Invoice Date
- c. Contract Number, or other authorization for supplies delivered or services performed (including order number and contract line item number)
- d. Name and address of contractor official to who payment is to be sent (must be the same as that in the contract or on a proper notice of assignment)
- e. Name (where practical), title, phone number and mailing address of person to notified in the event of a defective invoice.
- f. Any other information or documentation required by other requirements of the contract (such as evidence of shipment)
- g. Invoices should match terms and CLIN structure of the contract for ease of payment by Defense Finance and Accounting Service (DFAS).
- h. Invoices shall be processed for approval and payment within 5 working days of the completion of work.
- i. Receipt of payments by a representative of the contractor's designated bank shall constitute a full accord and satisfaction of the Government's obligation under the contract to the extent of the amount of the payment made.
- j. This contract requires invoice submittal in accordance with Wide Area Workflow (WAWF). Submit one electronic original of all invoices to DFAS. **IMPORTANT:** DFAS must receive electronic submittal from the contractor in compliance with DFARS 252.232-7003. The COR(s) will certify all invoices for payment. For payment inquiries after submittal, please contact the DFAS Customer Service Desk or visit the Vendor Pay Inquiry System at the following web address: <http://www.dfas.mil/money/vendor/>

WIDE AREA WORKFLOW INVOICE INSTRUCTIONS: *Contractor shall submit payment request using the following method(s) as mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.*

Wide Area Workflow (WAWF) (see instructions below)

- Web Invoicing System (WInS)*(<https://ecweb.dfas.mil>)
- American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats* (<http://www.X12.org> and <http://www.dfas.mil/ecedi>)
- Other (please specify)*_____

DFAS POC and Phone: DFAS Limestone, 1-800-756-4571, Option 2, Option 3

WAWF is the preferred method to electronically process vendor request for payment. This application allows DOD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. Contractors electing to use WAWF shall (i) register to use WAWF at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order.

Questions concerning payments should be directed to the Defense Finance and Accounting Service (DFAS) Limestone, 1-800-756-4571, Option 2, Option 3. Please have your purchase order/contract number ready when calling about payments.

You can easily access payment and receipt information using the DFAS web site at <http://www.dfas.mil/contractorpay.html>. Your purchase order/contract number or invoice number will be required to inquire about the status of your payment.

The following codes and information will be required to assure successful flow of WAWF documents.

TYPE OF DOCUMENT [Check the appropriate block]

- [*Commercial Item Financing*](#)
- [*Construction Invoice \(Contractor Only\)*](#)
- [*Invoice \(Contractor Only\)*](#)
- [*Invoice and Receiving Report \(COMBO\)*](#)
- [*Invoice as 2-in-1 \(Services Only\)*](#)
- [*Performance Based Payment \(Government Only\)*](#)
- [*Progress Payment \(Government Only\)*](#)
- [*Cost Voucher \(Government Only\)*](#)
- [*Receiving Report \(Government Only\)*](#)
- [*Receiving Report With Unique Identification \(UID\) Data \(Government Only\)*](#)

UID is a new globally unique “part identifier” containing data elements used to track DoD parts through their life cycle.

[Summary Cost Voucher](#) (Government Only)

ISSUE BY DODAAC: W9133L

ADMIN BY DODAAC: W9133L

INSPECT BY DODAAC: F9WFJS

ACCEPT BY DODAAC: F9WFJS

SHIP TO DODAAC:

LOCAL PROCESSING OFFICE DODDAC: N/A

PAYMENT OFFICE FISCAL STATION CODE: F67100

NGB HQ STATEMENT OF WORK

Statement of Work
for
National Guard Bureau Joint Staff
Joint Operations Communications Center

1. SCOPE

1.1. The purpose of this SOW is to provide the necessary level of administrative, professional, and technical support required to facilitate the overall objectives of the NGB JOC / State JOCs initiative and its members / Joint Force Headquarters State (JFHQ-S).

1.2. Scope of this effort is to ensure the NGB, through the NGB Joint Operations Center (JOC), is capable of maintaining and providing Situational Awareness and Common Operating Picture of the National Guard’s Domestic Operations and force capabilities; provide doctrinal and training support to Interagency Training Centers; support designated Federal Agencies with intelligence and operational information as available; and maintaining close coordination and support to the 54 Joint Force Headquarters-STATE, the Office of the Secretary of Defense, the

Joint Staff, USNORTHCOM, USPACOM, USSTRATCOM and USNORAD in matters of Domestic Operations

1.3. The objective of this effort is to provide full time staffing for: the National Guard Bureau **Joint Operations Communication Center (JoCC), which will serve as the conduit for flow of information between the USNORTHCOM / USPACOM and the 54 States and Territories to support situational awareness requirements and common operating picture. Input from each of the 54 States and Territories must be gathered, coordinated, evaluated, integrated and consolidated in accordance with NGB-J3/DO guidance.**

2. REQUIRING ORGANIZATION

NGB J3 Domestic Operations Directorate, 1411 Jefferson Davis Highway, Arlington, Virginia 22202

3. TASKS/SERVICES

3.1 The Contractor shall provide professional, administrative, or technical services in support of initiatives and assigned missions. The work effort is to provide the support required to achieve the desired degree of responsiveness essential to accommodate workload demands. Specific work shall include, but not be limited to the following:

3.2. Any specific tasks substantially related to the scope and objective stated in paragraph 1 and directed by the J3/DO or designate to improve the operational capability of the NGB JoCC. Specific Tasks include but are not limited to:

a. Provide support to J3, DO efforts to plan and execute full operational capability of the NGB JoCC.

c. Support to the Chief NGB, NGB Army, and Air Deputy Chiefs National Guard Bureau, various states, territories, Adjutants General, District of Columbia, Services, Joint Staff and designated Combatant Commanders by providing situational awareness, direction, support and integration of National Guard routine, operational, and crisis information requiring National Guard awareness and or support.

d. Provide real/near real time access to information using a push/pull information sharing environment that will support the immediate needs of the 54 States and Territories.

e. Provide timely, accurate and comprehensive analysis of current national and international events with frequent and timely updates using the enhanced situational awareness capabilities provided by the J6 designated core IT systems.

f. Provide support for operations that assimilate all levels of open and classified information by using information sharing tools and personnel resources to maintain 24/7 operations.

g. Report, assess, monitor, support and integrate National Guard information that provides situational updates to the Joint Staff, ANG, ARNG and Adjutants General.

h. Be capable of scaling operations to meet the operational requirements of a dynamic national security environment with a baseline of 24/7 operations and reporting. Be prepared to orchestrate expanded operations for support of local, state or federal missions and/or in support of other federal agencies.

i. Maintain a trained level of operation center personnel, as listed in paragraph 3.3, capable of providing immediate responses, instructions, assistance and support to all levels of the Adjutants General, National Guard Bureau and DoD leadership.

j. Provide tailored liaison support with appropriate security access to designated agencies.

n. Coordinate intelligence and operational information for delivery to NGB JOC on a near real-time basis.

o. Accurately portray current NGB operations and capabilities to supported agencies. Coordinate operational support as required.

3.3. Personnel shall have relevant education and recent, relevant experience and overall skill mix of the proposed staff to accomplish all the efforts of the Statement of Work (SOW). Personnel will have experience and be proficient in standard Microsoft Office products (Access, Power Point, Word, Excel, Outlook, etc).

3.3.1. This SOW includes the requirement for the following positions:

- a.) DSCA Desk Duty Officer (see paragraph 22 for position description)
- b.) COP Desk Duty Officer (see paragraph 22 for position description)
- c.) Program Manager (see paragraph 22 for position description)

The number and type of personnel selected to fund the JOCC are based upon the Government's current requirement and availability of funding.

4. DELIVERABLES

Monthly Status Report – Contractor shall submit a consolidated monthly report listing the total number of hours of effort for each employee, which summarizes their significant events and actions during the previous month. Due by the 7th workday following the end of the month.

In addition to the monthly invoice a labor detail report showing the employee's name, position title, hourly rate, total hours for the month, total hours to date, total monthly dollar cost and total to date dollar cost. In addition a breakout of employees travel for the month to include name, dates of travel, destination(s), reason for travel, and total dollar amount paid.

The Contracting Officer's Representative (COR) shall have the responsibility to ensure review all deliverables associated with this task and accept or reject the deliverables. The Government shall have ten (15) working days to complete the review of each deliverable and accept or reject it in writing.

5. PERIOD OF PERFORMANCE

See delivery schedule.

6. PLACE OF PERFORMANCE

The primary location will be JP1, 1411 Jefferson Davis Highway, Arlington, Virginia, 22202-3231. Other locations may be chosen dependent upon mission requirements.

7. OPERATIONAL HOURS

The NGB JOC operates 24 hours a day 365 days per year. The normal duty schedule is for a crew schedule of 4 days on and 4 days off for a period not less than 12 hours per shift. The duty schedule is subject to change based on government requirements.

Hours of Operation

- 1) DSCA Desk Duty Officer – 24 hours per day for 365 days per year (see paragraph 22 for position description)
- 2) COP Desk Duty Officer - 24 hours per day for 365 days per year (see paragraph 22 for position description)
- 3) Program Manager (see paragraph 22 for position description)

The Standard Man Year definition for this SOW is provided in **Table A-1, Standard Man-Year**.

Table A-1, Standard Man-Year

<u>Description</u>	<u>Hours</u>
Standard Man-Year (Full-time) (52 weeks at 40 hours per week)	2080
Allowance for vacation, administrative leave, sick days, etc. (2 weeks at 40 hours per week)	(80)

	Allowance for 10 Federal holidays	(80)
Total Support Hours – Standard Man-Year (Full-time)		1920

8. FEDERAL HOLIDAYS

The U.S. Government recognizes the following Legal Holidays established by Federal Statute:

11. New Year's Day – January 1
12. Martin Luther King Jr. Day – Third Monday in January
13. President's Day – Third Monday in February
14. Memorial Day – Last Monday in May
15. Independence Day – July 4
16. Labor Day – First Monday in September
17. Columbus Day – Second Monday in October
18. Veteran's Day – November 11
19. Thanksgiving Day – Fourth Thursday in November
20. Christmas Day – December 25

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

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

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

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

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

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

1. Contractor personnel who are able to continue contract performance (either on site or at a site other than their normal workstation) shall continue to work and the contract price shall not be reduced or increased.
2. Contractor personnel who are not able to continue contract performance (e.g., support functions) may be asked to cease their work effort.

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

9. OVERTIME

Overtime is not authorized.

10. SAFETY ISSUES

The work described herein is primarily sedentary, performed in an office setting. Some walking will be required throughout the workplace facilities and at work sites. The work environment involves everyday risks or discomforts that require normal safety precautions typical of such places as conference rooms or office spaces. There are no unusual physical demands.

11. GOVERNMENT-FURNISHED EQUIPMENT

The Government will provide contractor personnel with an office environment typically provided to Government personnel that includes workstations, facsimile, telephones and computers with access to the Internet and local area network (LAN). The Government will request access to all necessary areas once correct security clearance information has been provided.

12. SECURITY CLEARANCE

Work under this task order is CLASSIFIED. The contractor shall comply with all applicable Department of Defense (DoD) security regulations and procedures during the performance of this task order. The contractor shall not disclose and must safeguard sensitive information, computer systems and data, privacy act data, and Government personnel work products that are obtained or generated in the performance of this task order. The contractor will be required to provide clearances for personnel requiring access to Government computers and workstations. A security clearance of secret is required for all Contractor employees. All work is to be performed

in accordance with the attached DD254 and the on site specifications. The attached DD254 and its attachments are part of this document and apply herein. . Contractor must obtain Courier credentials within 90 days of award of contract to transport classified or sensitive data as necessary for this contract.

13. REIMBURSABLE EXPENSES – TRAVEL & MATERIALS

Travel may be required. The contractor may be required to travel to other locations in support of the tasks described in this statement of work. Prior to incurring any travel expenses, contractor personnel must obtain written authorization from the Project Officer that approves approximate travel, dates, expected duration, origin and destination, purpose, estimated costs and the number and names of personnel traveling. Contractor expense reports shall be prepared and processed in accordance with the Federal Travel Regulation (FTR).

All travel shall be in accordance with the Government's Joint Travel Regulation (JTR) or Federal Travel Regulation (FTR). Travel vouchers and supporting documents must be presented for payment within 10 days after completion of the travel.

The Contractor may be required to conduct local and / or long distance travel in support of the requirements outlined above. The number of Contractor personnel required will be determined at the discretion of the Client Representative or designee. For all trips, the point of departure is Washington, D.C., unless otherwise directed by the Client Representative, COR or designee.

Trip Report. A trip report shall be submitted 10 days following the completion of required travel. Report shall include as a minimum, the purpose of the trip, date of travel, labor category and significant outcome of the trip.

All travel must be approved in advance by the Contracting Officer's Representative (COR). The contractor's personnel must adhere to the cost constraints of the Joint Travel Regulation to the maximum practical extent. Copies of the contractor's reimbursement vouchers for travel costs will be submitted to the COR and must contain supporting detail that is satisfactory to the COR. The contractor may apply G&A to travel costs only if this practice is consistent with both the contractor's GSA Contract and its accounting system.

All materials purchased by the contractor for the use or ownership of the Federal Government; becomes the property of the Federal Government. The transfer of materials shall be documented by the contractor in the monthly status report. The contractor must furnish the Client Representative copies of such documents monthly, through E-mail, Express mail, Fax, or at the Task Review Meeting.

14. TASK TYPE

Firm Fixed Price and cost reimbursement.

15. QUALITY CONTROL PLAN

Quality Control Plan: Contractor shall develop and maintain a quality program to ensure services are performed in accordance with commonly accepted commercial practices. Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. As a minimum, the contractor shall develop quality control procedures that address the areas identified in the Government Quality Assurance Surveillance Plan (QASP).

16. NON-PERSONAL SERVICE STATEMENT

Contractor employees performing services under this order will be controlled, directed and supervised at all times by management personnel of the contractor. The contractor's management shall ensure that employees properly comply with the performance standards outlined in the Quality Assurance Surveillance Plan (QASP). Contractor employees will perform independent of and without the supervision of any Government official. Actions of contractor employees may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the U.S. Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

17. ESTIMATED WORK REQUIREMENT

For the purposes of indicating scope of work only, the Government estimate for the work to be performed in the period of performance of this PWS is included below. This estimate is the Government's interpretation of the requirement and is not intended to be binding on either party or to be the only possible solution to the requirement. The hours to be performed may vary over the course of the period of performance.

*Annotates key positions.

Position Title	Ref Para 22	Key Position	Qty	Normal	Education Required	Education Preferred	Clearance Required
DSCA Duty Officer	1		4	8,320	Associates or Military Professional Education Equivalent	Bachelor's Degree	SECRET
COP Duty Officer	2		4	8,320	Associates or Military Professional Education Equivalent	Bachelor's Degree	SECRET
Program Manager	3		1	520	Associates or Military Professional Education Equivalent	Bachelor's Degree	SECRET
TOTAL				17,160			

18. CONFIDENTIALITY

This project and all materials provided to the Contractor by the Government and results, conclusions and recommendations obtained thereof should be considered confidential in nature and treated with the same level of care that the Contractor treats its own confidential business information. The information shall not be disclosed, copied, modified, used (except in the completion of this project) or otherwise disseminated to any other person or entity at any time to include, but not limited to inclusion in any database external to the Government without the Government's express consent.

19. SPECIAL REQUIREMENTS/INSTRUCTIONS/CONSIDERATIONS

No data provided to, or developed by, the contractor shall be used for any purpose other than this delivery order. All information (data files and hard copy) become the property of the government and the contractor shall return them to the National Guard Bureau at the completion of the task.

20. PERSONNEL REPLACEMENT AND SUSTITUTION

The tasks described in this Statement of Work require specialized skills and diplomacy due to the nature of the projects.

The Contractor shall not substitute personnel assigned to perform work under this contract without the prior approval of the Contracting Officer. Requests for approval of substitutions shall be in writing and shall provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a complete resume for the proposed substitute, and any other information requested or needed by the Contracting Officer to approve or disapprove the request. Proposed substitutes must have qualifications that are equal to or higher than the personnel being augmented. The Contracting Officer or his authorized representative shall evaluate such requests and promptly notify the Contractor in writing whether the proposed substitution is acceptable. The Government reserves the right to review all contractor resumes.

21. PHASE IN/PHASE OUT SERVICES REQUIRED

The Contractor may be replaced by a succeeding Contractor(s) or the Government in the performance of the work contemplated by the contract. It is essential that provisions be made to provide for a smooth transition of work in progress from the incumbent Contractor to its successor.

Pursuant to FAR Clause 52.237-3 in Section I, entitled "Continuity of Services", the incumbent Contractor is required to furnish phase-in training and to exercise its best efforts and cooperation to effect an orderly and efficient transition to its successor.

Immediately following award of this contract, the Contractor shall meet with the Government and cooperate to formulate and effect an orderly phase-in/phase-out of all work in progress pursuant to the provisions specified in the above-cited FAR Clause 52.237-3. Accordingly, at the termination of the instant contract and the award of any subsequent contract, the same requirement will exist for the Contractor herein (who will then be the incumbent contractor) to effect an orderly phase-in/phase-out with its successor.

22. PERFORMANCE WORK STATEMENTS/ QUALIFICATIONS

The contractor shall be responsible for employing technically qualified personnel to perform the work specified in this statement of work. The contractor shall maintain the personnel, organization, and administrative control necessary to ensure that the work delivered meets the contract specifications and requirements. The work history of each contractor employee must contain experience directly related to the task and functions he/she is intended to perform under this contract.

The Government reserves the right, during the life of the resulting contract, to request work histories on any contractor employee for the purposes of verifying compliance with the above requirements; additionally, the government reserves the right to review resumes of contractor personnel proposed to be assigned. Personnel assigned to, or utilized by, the contractor in performance of work shall be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable, and professional manner.

Specific Personnel Qualifications Requirements - Personnel required to perform the services set forth within this Statement of Work shall meet minimum qualifications for the respective labor categories identified herein. Personnel assigned to or utilized by the contractor in the performance of the contract shall, as a minimum, be a United States Citizen, meet the experience, educational, or other background requirements set forth in the job description below and shall be fully capable of performing in an efficient, reliable, and professional manner.

Generally personnel shall have relevant education and recent, relevant experience and overall skill mix of the proposal staff to accomplish all the efforts of the Performance Work Statement (PWS).

1. Position Description: DSCA Duty Desk Officer

Individual will have worked in previous assignments in an operations capacity; will preferably have experience with disaster response, planning or execution of support to Special Events, or have previously worked in an environment where consideration was given to force posture, threat assessments, and readiness of response capabilities; will have shown through past actions an ability to take initiative, make sound judgments in the absence of guidance, discriminate between critical and routine information, and convey changes to the domestic environment with an appropriate sense of urgency.

Establish standardized communications templates and procedures in conjunction with State Homeland Security Office, Emergency Management Agency, Joint Force Headquarters, Army and Air National Guard Headquarters, National Guard Bureau JOC, and NORTHCOM. Monitor communications and provide information as required through NIPRNET, SIPRNET, NORTHCOM and PRECISE Portals, and local and national media. Provide assistance through planning, integration, implementation, and tracking of systems and resources day-to-day, during contingency and operational missions to include personnel accountability, equipment accountability, communications and systems integration, operations planning and execution with OPORD, WARNORD, and OPLAN publication. Provide continuity of operations at all levels of the organization. Establish reporting procedures and protocols to track/update personnel and equipment assets. Disseminate information and requirements to affected action and information agencies as required.

Continuous coordination and monitoring of National Infrastructure Protection Center, commercial computer virus protection venues, other information protection sites, news sources, and NGB/military information venues. Monitor state information networks and systems for requirements, serve as the central point of contact and coordination for all critical infrastructure providers, manage and assemble the state's Common Operating Picture (COP) for internal and external use. Provide early warning alert to the Adjutant General and state military department, state political processes, state emergency managers, and critical infrastructure providers. Assist in the establishment of procedures and protocols to implement, monitor, and control security throughout the state in responses to FPCON/Homeland Security alert levels. Provide assistance to J2 with information and C2 to NGB and subordinate elements regarding security issues.

Assist JDOMS/J3 in special projects to include regulations, policy and procedures, training, and operations. Coordinate and establish notification procedures and protocols for CIRs, SIRs, and reporting procedures from higher, lower, and adjacent entities. Knowledgeable in SIPRNET and NIPRNET communications. Knowledgeable in internet and intranet communications. Knowledgeable in Physical Security, Communications Security, and Physical Security requirements. Able to assess the status of forces (Unit and mission readiness). Able to perform IPB functions during mission and day-to-day requirements. Knowledgeable in the operation of Tactical Operations Centers, Logistical Centers, and Emergency Operations Centers. Experienced in development, implementation, and monitoring of operations plans, contingency plans, and MSCA operations. Able to establish a battle rhythm and supervise a Joint Operations Center from minimum requirements through ramp up and closure. Knowledge of Army and Air Guard personnel, operations, and security programs

Level of Effort: 8320 Hours

Qualifications:

Eight years experience military. Prefer Joint level experience. Individual must be familiar with NGB Domestic operations. Associates' degree preferred or equivalent military education/experience.

Clearance Required: Secret

2. Position Description: COP Duty Desk Officer

Supports the Chief NGB, NGB Army and Air Deputy Chiefs National Guard Bureau, states, territories, District of Columbia, Services, Joint Staff and designated combatant commanders to provide situational awareness, direction, and resources to NGB soldiers, airman and units engaged in Homeland Defense and Civil Support missions. The COP MANAGER monitors, collects and analyzes data to develop and update the current operational picture (COP) of National Guard activities. The COP MANAGER disseminates information to multiple government agencies through voice, data systems. Attends briefings and assists in the presentation and delivery of such meetings. Coordinates, Creates, assembles, and distributes slides for the leadership. Analysis and assembles data collected on multiple levels for presentation to the leadership. Manages and directs shift changes. Assists MCC's in coordinating staff actions. Monitors, maintains, and issues NGB request for information and taskers.

This is a key position in the NGB JOC. COP Desk Duty Officer's are responsible to the NGB JOC for obtaining, collating, sharing, displaying, and reporting information related to maintaining situational awareness and developing the NGB Common Operational Picture (COP) depicting the status of the National Guard in all 54 states/territories for all missions and forces assigned including all major activities and capabilities. The incumbent must also understand the operational concept, policies, and procedures which govern NGB JOC internal operations and how JOCs of the fifty-four Joint Force Headquarters-State interact and are supported by the

NGB JOC. Watch officers frequently coordinate with senior officers of the NGB Joint Staff or field grade representatives of the Office of Secretary Defense, combatant commands, and key federal agencies. The incumbent provides and incorporates reports and assessments on Civil Support missions for the JOC daily, weekly, monthly, yearly reports, and briefings and integrates information from the Military Support to Civil Authority daily brief, the Current Ops Brief, daily SITREP, daily EXSUM, and daily SITREPS provided by the States and Territories as required.

Level of Effort: 8320 Hours

Qualifications:

Eight years experience military. Prefer Joint level experience. Individual must be familiar with NGB Domestic operations. Associates' degree preferred or equivalent military education/experience.

Clearance Required: Secret

3. Position Description: Program Manager

Supports the Chief NGB, NGB Army and Air Deputy Chiefs National Guard Bureau, states, territories, District of Columbia, Services, Joint Staff and designated combatant commanders to provide situational awareness, direction, and resources to NGB soldiers, airman and units engaged in Homeland Defense and Civil Support missions. The Program Manager will ensure DSCA and COP desk officers monitor, collects and analyzes data to develop and update the current operational picture (COP) of National Guard activities. The Program Manager ensures dissemination of information to contractors under this effort. As required may attend briefings and assists presentation and delivery of such meetings. Manages and directs shift changes. May assist MCC's in coordinating staff actions. .

The incumbent may assist in providing and incorporating reports and assessments for the JOC daily, weekly, monthly, yearly reports, and briefings and integrates information.

Level of Effort: 520 Hours

Qualifications:

Eight years experience military. Prefer Joint level experience. Individual must be familiar with NGB Domestic operations. Associates' degree preferred or equivalent military education/experience.

Clearance Required: Secret

The Government Project Officer will provide general instructions on limitations and deadlines, and is responsible for administration of the task order in compliance with the contract to include inspection and acceptance of deliverables.

Primary Client Representative:

(b) (6) GS, Deputy Chief Resources
NGB J3/DO (Domestic Operations) Directorate
1411 Jefferson Davis Highway Suite P1200
Arlington, VA 22202-3231
Telephone: (703) 607-1809 DSN: 327-1809
FAX: (703) 607-0040 DSN 327-0040
Email: (b) (6)

Alternate Client Representative:

(b) (6)raft, Chief Operations Support
NGB J3/DO (Domestic Operations) Directorate
1411 Jefferson Davis Highway Suite P1200
Arlington, VA 22202-3231
Telephone: (703) 607-8745 DSN: 327-8745
FAX: (703) 607-0040 DSN 327-0040
Email: (b) (6)

23. ORGANIZATIONAL CONFLICTS OF INTERESTS

23.1 The Contractor acknowledges that it is familiar with FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, and agrees to avoid, neutralize or mitigate such conflicts of interest in accordance with the principles set forth in the FAR.

23.2. If performance of any SOW requires the contractor (to include subcontractors) to supply technical support related to systems or projects with which the contractor is already directly concerned, either by prime or subcontract, the contractor shall so immediately inform the Contracting Officer. The SOW may be withdrawn if a conflict is found. The Contractor shall not undertake performance of any SOW which requires it to supply technical support regarding such systems until the notice is given, and written consent to proceed is issued by the Contracting Officer.

24. SUPPLEMENTARY AND / OR AGENCY SPECIFIC REGULATIONS

24.1 In accordance with FAR 8.404 (b), there are no FAR supplementary regulations or other agency specific regulations required to be included in this order / contract.

25. BILLING / INVOICES POC

(b) (6) GS, Deputy Chief Resources

NGB J3/DO (Domestic Operations) Directorate
1411 Jefferson Davis Highway Suite 1200

26. Acronyms:

CNGB – Chief, National Guard Bureau

EXSUM – Executive Summary

JFHQ – S – Joint Force Headquarters State

NGB-J3/DO – National Guard Bureau Joint Staff for Domestic Operations

JOC – Joint Operations Center

DSCA – Defense Support to Civil Authorities

SITREP – Situation Report

NMCC – National Military Command Center

USNORTHCOM – United States Northern Command

USPACOM – United States Pacific Command

USSTRACOM – United States Strategic Command

ANG – Air National Guard

ARNG – Army National Guard