

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9	PAGE OF PAGES 1 103		
2. CONTRACT (Proc. Inst. Ident.) NO. W9113M-05-C-0009		3. EFFECTIVE DATE 01 Jan 2005		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY US ARMY SPACE & MISSILE DEFENSE COMMAND [REDACTED] P.O. BOX 1500 HUNTSVILLE AL 35807-3801		CODE W9113M	6. ADMINISTERED BY (If other than item 5) DCMA VIRGINIA 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342		CODE S2404A		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) TITAN CORPORATION, THE 11855 FREEDOM DRIVE RESTON VA 20190-5673				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE 3CFK2		FACILITY CODE					
11. SHIP TO/MARK FOR CODE		12. PAYMENT WILL BE MADE BY DFAS-COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P.O. BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338			
See Schedule							
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA See Schedule				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$6,799,527.69	
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1..... copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number W9113M-04-R-0013-0003			
				including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER			
				[REDACTED]			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)		13-Dec-2004	

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	BASIC JTF-CS FP Labor FFP		DPPH		\$6,474,527.69
	Provide services outlined in the Statement of Work (SOW), at the fixed price/government labor category specified in Section B paragraph entitled, "GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH." This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING. The unit price stated herein is the result of the extended price for this CLIN divided by the number of potential DPPHs for this CLIN, however, the contract shall be billed and paid in accordance with the actual fixed prices per DPPH for each applicable government labor category as stated in Attachment 6 to the contract.				

NET AMT \$6,474,527.69

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	O&M Funding - CLIN 0001 FFP				

NET AMT \$0.00

ACRN AA Funded Amount

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	BASIC JTF-CS Travel				
	COST				
	Travel to support CLIN 0001 as directed by the Technical Monitor. Travel must be completed within the cost reimbursable amounts allowed per the Joint Travel Regulations. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				
				ESTIMATED COST	[REDACTED]
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201	O&M Funding - CLIN 0002				
	FFP				
				NET AMT	\$0.00
	ACRN AA Funded Amount				[REDACTED]
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	BASIC JTF-CS Materials COST				
	Provide materials and/or supplies at the cost reimbursable amounts approved by the Technical Monitor to support CLIN 0001. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				
				ESTIMATED COST	██████████
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	OPTION I JTF-CS FP Labor FFP	██████████	DPPH	██████████	██████████
	Provide services outlined in the Statement of Work (SOW), at the fixed price/government labor category specified in Section B paragraph entitled, "GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH." This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING. The unit price stated herein is the result of the extended price for this CLIN divided by the number of potential DPPHs for this CLIN, however, the contract shall be billed and paid in accordance with the actual fixed prices per DPPH for each applicable government labor category as stated in Attachment 6 to the contract.				
				NET AMT	██████████
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005					
OPTION	OPTION I JTF-CS Travel				

COST

Travel to support CLIN 0004 as directed by the Technical Monitor. Travel must be completed within the cost reimbursable amounts allowed per the Joint Travel Regulations. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.

ESTIMATED COST



Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006					
OPTION	OPTION I JTF-CS Materials				

COST

Provide materials and/or supplies at the cost reimbursable amounts approved by the Technical Monitor to support CLIN 0004. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.

ESTIMATED COST



Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	OPTION II JTF-CS FP Labor FFP Provide services outlined in the Statement of Work (SOW), at the fixed price/government labor category specified in Section B paragraph entitled, "GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH." This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING. The unit price stated herein is the result of the extended price for this CLIN divided by the number of potential DPPHs for this CLIN, however, the contract shall be billed and paid in accordance with the actual fixed prices per DPPH for each applicable government labor category as stated in Attachment 6 to the contract.		DPPH		
NET AMT					
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	OPTION II JTF-CS Travel COST Travel to support CLIN 0007 as directed by the Technical Monitor. Travel must be completed within the cost reimbursable amounts allowed per the Joint Travel Regulations. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				
ESTIMATED COST					
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	OPTION II JTF-CS Materials				
	COST				
	Provide materials and/or supplies at the cost reimbursable amounts approved by the Technical Monitor to support CLIN 0007. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				
				ESTIMATED COST	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	OPTION III JTF-CS FP Labor		DPPH		
	FFP				
	Provide services outlined in the Statement of Work (SOW), at the fixed price/government labor category specified in Section B paragraph entitled, "GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH." This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING. The unit price stated herein is the result of the extended price for this CLIN divided by the number of potential DPPHs for this CLIN, however, the contract shall be billed and paid in accordance with the actual fixed prices per DPPH for each applicable government labor category as stated in Attachment 6 to the contract.				
				NET AMT	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	OPTION III JTF-CS Travel COST				
	Travel to support CLIN 0010 as directed by the Technical Monitor. Travel must be completed within the cost reimbursable amounts allowed per the Joint Travel Regulations. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				
				ESTIMATED COST	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	OPTION III JTF-CS Materials COST				
	Provide materials and/or supplies at the cost reimbursable amounts approved by the Technical Monitor to support CLIN 0010. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				
				ESTIMATED COST	
	Funded Amount				\$0.00
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013 OPTION	OPTION IV JTF-CS FP Labor FFP Provide services outlined in the Statement of Work (SOW), at the fixed price/government labor category specified in Section B paragraph entitled, "GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH." This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING. The unit price stated herein is the result of the extended price for this CLIN divided by the number of potential DPPHs for this CLIN, however, the contract shall be billed and paid in accordance with the actual fixed prices per DPPH for each applicable government labor category as stated in Attachment 6 to the contract.		DPPH		
NET AMT					
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014 OPTION	OPTION IV JTF-CS Travel COST Travel to support CLIN 0013 as directed by the Technical Monitor. Travel must be completed within the cost reimbursable amounts allowed per the Joint Travel Regulations. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				
ESTIMATED COST					
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015 OPTION	OPTION IV JTF-CS Materials COST				
	Provide materials and/or supplies at the cost reimbursable amounts approved by the Technical Monitor to support CLIN 0013. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				

ESTIMATED COST

[REDACTED]

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016 OPTION	OPTION V JTF-CS FP Labor FFP	[REDACTED]	DPPH	[REDACTED]	[REDACTED]
	Provide services outlined in the Statement of Work (SOW), at the fixed price/government labor category specified in Section B paragraph entitled, "GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH." This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING. The unit price stated herein is the result of the extended price for this CLIN divided by the number of potential DPPHs for this CLIN, however, the contract shall be billed and paid in accordance with the actual fixed prices per DPPH for each applicable government labor category as stated in Attachment 6 to the contract.				

NET AMT

[REDACTED]

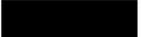
Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017 OPTION	OPTION V JTF-CS Travel COST				
	Travel to support CLIN 0016 as directed by the Technical Monitor. Travel must be completed within the cost reimbursable amounts allowed per the Joint Travel Regulations. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				
				ESTIMATED COST	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018 OPTION	OPTION V JTF-CS Materials COST				
	Provide materials and/or supplies at the cost reimbursable amounts approved by the Technical Monitor to support CLIN 0016. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				
				ESTIMATED COST	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019 OPTION	OPTION VI JTF-CS FP Labor FFP Provide services outlined in the Statement of Work (SOW), at the fixed price/government labor category specified in Section B paragraph entitled, "GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH." This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING. The unit price stated herein is the result of the extended price for this CLIN divided by the number of potential DPPHs for this CLIN, however, the contract shall be billed and paid in accordance with the actual fixed prices per DPPH for each applicable government labor category as stated in Attachment 6 to the contract.		DPPH		
NET AMT					
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020 OPTION	OPTION VI JTF-CS Travel COST Travel to support CLIN 0019 as directed by the Technical Monitor. Travel must be completed within the cost reimbursable amounts allowed per the Joint Travel Regulations. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				
ESTIMATED COST					
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	OPTION VI JTF-CS Materials				
	COST				
	Provide materials and/or supplies at the cost reimbursable amounts approved by the Technical Monitor to support CLIN 0019. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				

ESTIMATED COST

[REDACTED]

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022	OPTION VII JTF-CS FP Labor	[REDACTED]	DPPH	[REDACTED]	[REDACTED]
	FFP				
	Provide services outlined in the Statement of Work (SOW), at the fixed price/government labor category specified in Section B paragraph entitled, "GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH." This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING. The unit price stated herein is the result of the extended price for this CLIN divided by the number of potential DPPHs for this CLIN, however, the contract shall be billed and paid in accordance with the actual fixed prices per DPPH for each applicable government labor category as stated in Attachment 6 to the contract.				

NET AMT

[REDACTED]

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023 OPTION	OPTION VII JTF-CS Travel COST				
	Travel to support CLIN 0022 as directed by the Technical Monitor. Travel must be completed within the cost reimbursable amounts allowed per the Joint Travel Regulations. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				
				ESTIMATED COST	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024 OPTION	OPTION VII JTF-CS Materials COST				
	Provide materials and/or supplies at the cost reimbursable amounts approved by the Technical Monitor to support CLIN 0022. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				
				ESTIMATED COST	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025 OPTION	OPTION VIII JTF-CS FP Labor FFP Provide services outlined in the Statement of Work (SOW), at the fixed price/government labor category specified in Section B paragraph entitled, "GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH." This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING. The unit price stated herein is the result of the extended price for this CLIN divided by the number of potential DPPHs for this CLIN, however, the contract shall be billed and paid in accordance with the actual fixed prices per DPPH for each applicable government labor category as stated in Attachment 6 to the contract.		DPPH		

NET AMT

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026 OPTION	OPTION VIII JTF-CS Travel COST Travel to support CLIN 0025 as directed by the Technical Monitor. Travel must be completed within the cost reimbursable amounts allowed per the Joint Travel Regulations. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				

ESTIMATED COST

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	OPTION VIII JTF-CS Materials				
	COST				
	Provide materials and/or supplies at the cost reimbursable amounts approved by the Technical Monitor to support CLIN 0025. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				

ESTIMATED COST [REDACTED]

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	OPTION IX JTF-CS FP Labor	[REDACTED]	DPPH	[REDACTED]	[REDACTED]
	FFP				
	Provide services outlined in the Statement of Work (SOW), at the fixed price/government labor category specified in Section B paragraph entitled, "GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH." This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING. The unit price stated herein is the result of the extended price for this CLIN divided by the number of potential DPPHs for this CLIN, however, the contract shall be billed and paid in accordance with the actual fixed prices per DPPH for each applicable government labor category as stated in Attachment 6 to the contract.				

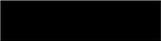
NET AMT [REDACTED]

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0029 OPTION	OPTION IX JTF-CS Travel COST				
	Travel to support CLIN 0028 as directed by the Technical Monitor. Travel must be completed within the cost reimbursable amounts allowed per the Joint Travel Regulations. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				

ESTIMATED COST



Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0030 OPTION	OPTION IX JTF-CS Materials COST				
	Provide materials and/or supplies at the cost reimbursable amounts approved by the Technical Monitor to support CLIN 0028. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				

ESTIMATED COST



Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0031 OPTION	OPTION X JTF-CS FP Labor FFP Provide services outlined in the Statement of Work (SOW), at the fixed price/government labor category specified in Section B paragraph entitled, "GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH." This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING. The unit price stated herein is the result of the extended price for this CLIN divided by the number of potential DPPHs for this CLIN, however, the contract shall be billed and paid in accordance with the actual fixed prices per DPPH for each applicable government labor category as stated in Attachment 6 to the contract.		DPPH		
NET AMT					
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0032 OPTION	OPTION X JTF-CS Travel COST Travel to support CLIN 0031 as directed by the Technical Monitor. Travel must be completed within the cost reimbursable amounts allowed per the Joint Travel Regulations. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				
ESTIMATED COST					
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0033	OPTION X JTF-CS Materials				
	COST				
	Provide materials and/or supplies at the cost reimbursable amounts approved by the Technical Monitor to support CLIN 0031. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				

ESTIMATED COST



Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0034	OPTION XI JTF-CS FP Labor		DPPH		
	FFP				
	Provide services outlined in the Statement of Work (SOW), at the fixed price/government labor category specified in Section B paragraph entitled, "GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH." This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING. The unit price stated herein is the result of the extended price for this CLIN divided by the number of potential DPPHs for this CLIN, however, the contract shall be billed and paid in accordance with the actual fixed prices per DPPH for each applicable government labor category as stated in Attachment 6 to the contract.				

NET AMT



Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0035 OPTION	OPTION XI JTF-CS Travel COST				
	Travel to support CLIN 0034 as directed by the Technical Monitor. Travel must be completed within the cost reimbursable amounts allowed per the Joint Travel Regulations. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				

ESTIMATED COST



Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0036 OPTION	OPTION XI JTF-CS Materials COST				
	Provide materials and/or supplies at the cost reimbursable amounts approved by the Technical Monitor to support CLIN 0034. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				

ESTIMATED COST



Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0037 OPTION	OPTION XII JTF-CS FP Labor FFP Provide services outlined in the Statement of Work (SOW), at the fixed price/government labor category specified in Section B paragraph entitled, "GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH." This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING. The unit price stated herein is the result of the extended price for this CLIN divided by the number of potential DPPHs for this CLIN, however, the contract shall be billed and paid in accordance with the actual fixed prices per DPPH for each applicable government labor category as stated in Attachment 6 to the contract.		DPPH		
NET AMT					
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0038 OPTION	OPTION XII JTF-CS Travel COST Travel to support CLIN 0037 as directed by the Technical Monitor. Travel must be completed within the cost reimbursable amounts allowed per the Joint Travel Regulations. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				
ESTIMATED COST					
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0039	OPTION XII JTF-CS Materials				
	COST				
	Provide materials and/or supplies at the cost reimbursable amounts approved by the Technical Monitor to support CLIN 0037. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				

ESTIMATED COST

[REDACTED]

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0040	OPTION XIII JTF-CS FP Labor	[REDACTED]	DPPH	[REDACTED]	[REDACTED]
	FFP				
	Provide services outlined in the Statement of Work (SOW), at the fixed price/government labor category specified in Section B paragraph entitled, "GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH." This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING. The unit price stated herein is the result of the extended price for this CLIN divided by the number of potential DPPHs for this CLIN, however, the contract shall be billed and paid in accordance with the actual fixed prices per DPPH for each applicable government labor category as stated in Attachment 6 to the contract.				

NET AMT

[REDACTED]

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0041 OPTION	OPTION XIII JTF-CS Travel COST				
	Travel to support CLIN 0040 as directed by the Technical Monitor. Travel must be completed within the cost reimbursable amounts allowed per the Joint Travel Regulations. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				
				ESTIMATED COST	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0042 OPTION	OPTION XIII JTF-CS Materials COST				
	Provide materials and/or supplies at the cost reimbursable amounts approved by the Technical Monitor to support CLIN 0040. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				
				ESTIMATED COST	
	Funded Amount				\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0043 OPTION	OPTION XIV JTF-CS FP Labor FFP Provide services outlined in the Statement of Work (SOW), at the fixed price/government labor category specified in Section B paragraph entitled, "GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH." This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING. The unit price stated herein is the result of the extended price for this CLIN divided by the number of potential DPPHs for this CLIN, however, the contract shall be billed and paid in accordance with the actual fixed prices per DPPH for each applicable government labor category as stated in Attachment 6 to the contract.		DPPH		

NET AMT

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0044 OPTION	OPTION XIV JTF-CS Travel COST Travel to support CLIN 0043 as directed by the Technical Monitor. Travel must be completed within the cost reimbursable amounts allowed per the Joint Travel Regulations. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.				

ESTIMATED COST

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0045	OPTION XIV JTF-CS Materials				
OPTION	COST				

Provide materials and/or supplies at the cost reimbursable amounts approved by the Technical Monitor to support CLIN 0043. This NTE amount is inclusive of all direct and indirect costs. NO FEE ON THIS CLIN. This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds. See Section G, ADMINISTRATION OF FUNDING.

ESTIMATED COST	[REDACTED]
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0046	OPTION SURGE OPTION JTF-CS FP Labor	[REDACTED]	DPPH	[REDACTED]	[REDACTED]
OPTION	FFP				

This CLIN is valid for the Basic year as well as any/all Option years exercised by the Government under this contract.

NET AMT	[REDACTED]
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Funded Amount	\$0.00
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FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0047 OPTION	JTF-CS Surge Option Travel COST				
This CLIN is valid for the Basic year as well as any/all Option years exercised by the Government under this contract.					
				ESTIMATED COST	
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0048 OPTION	JTF-CS Surge Option Materials COST				
This CLIN is valid for the Basic year as well as any/all Option years exercised by the Government under this contract.					
				ESTIMATED COST	
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0049 OPTION	JTF-CS Data Deliverables FFP				NSP
Data to be delivered under this contract shall be cited in the Contract Data Requirements List (CDRL), DD Form 1423s, Exhibit A, consisting of Exhibit Line Items Numbers A001 through A003. This CLIN is valid for the Basic year as well as any/all Option years exercised by the Government under contract.					

NET AMT \$0.00

Funded Amount \$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0050 OPTION	JTF-CS Award Fee FFP Award Fee Determination for services provided as outlined in the Statement of Work (SOW) for the BASIC and any/all OPTIONS exercised.	1			
				NET AMT	
				Funded Amount	\$0.00

FOB: Destination

CLAUSES INCORPORATED BY FULL TEXT

LEVEL OF EFFORT:

a. The total number of Direct Productive Person Hours (DPPHs) for this contract is [REDACTED] for the basic contract, plus an additional [REDACTED] DPPHs for each Option period, if exercised. An additional [REDACTED] DPPHs are included in Surge Option CLIN 0046, if exercised.

b. DPPH are defined as prime contractor and subcontractor actual direct labor hours exclusive of vacation, holiday, sick leave, and other absences.

c. In the performance of various Technical Directives (TDs) issued pursuant to the clause herein titled TECHNICAL DIRECTIVE PROCEDURE, the contractor shall consider the DPPHs specified in each respective TD to be a not-to-exceed limit for performance of the TD statement of work.

d. Prior to final payment, the contractor is required to certify to the Administrative Contracting Officer that he has exerted the total DPPHs by labor category as stated in each voucher; has completed all associated travel; has acquired all required materials; has provided the reports called for; has dispositioned all contractor-acquired and government-furnished property according to government direction; and that the effort performed and reports provided are considered satisfactory by the Government.

GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH:

a. The following DPPHs are estimated for annual contract performance. Associated fixed prices per DPPH are applicable during performance of this contract.

SEE ATTACHMENT 6 FOR FIXED PRICES APPLICABLE TO THIS CONTRACT.

<u>LABOR CATEGORY</u>	<u>GOVERNMENT FY</u> <u>GFY 05 - GFY19</u>	<u>FIXED PRICE</u> <u>PER DPPH</u>
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Section C - Descriptions and Specifications

STATEMENT OF WORK

“United States Northern Command (USNORTHCOM) Joint Task Force Civil Support (JTF-CS)”

1.0 COMMAND AND BACKGROUND INFORMATION

1.1 JTF-CS is a USNORTHCOM subordinate command headquartered at Fort Monroe, Virginia. A Secretary of Defense directive established JTF-CS in 1999. JTF-CS plans for and integrates Department of Defense (DoD) support to the designated Lead Federal Agency (LFA) for domestic Chemical, Biological, Radiological, Nuclear, and High Yield Explosive (CBRNE) Consequence Management (CM) operations. When directed by Commander, United States Northern Command (CDRUSNORTHCOM), JTF-CS will deploy to the incident site, establish command and control (C2) of designated DoD forces and provide Military Assistance to Civil Authorities (MACA) to save lives, prevent injury and provide temporary critical life support. JTF-CS is the only Department of Defense unit dedicated solely to planning for and providing C2 of DoD forces responding to a domestic CBRNE incident.

1.2 JTF-CS’ areas of responsibility (AOR) consists of:

1.2.1 USNORTHCOM AOR. Continental United States, Alaska, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands.

1.2.2 U.S. Pacific Command (USPACOM) AOR. Hawaii, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands. For CBRNE CM operations within the USPACOM AOR, it is anticipated that the Secretary of Defense will direct the Commander, USNORTHCOM to transfer OPCON of JTF-CS to the Commander, USPACOM, for the duration of that operation.

1.3 JTF-CS’ mission includes, but is not limited to:

1.3.1 Conducting contingency planning with federal departments and agencies.

1.3.2 Conducting operational liaison activities with local, state and federal departments and agencies.

1.3.3 Conducting CBRNE CM exercises within DoD with other local, state, and federal departments and agencies.

1.3.4 Conducting CBRNE CM training and exercises with DoD forces identified to conduct CBRNE CM operations.

1.3.5 Conducting situational assessments following CBRNE events for the Commander in close coordination with state and federal authorities.

1.3.6 Organizing, deploying, establishing command and control, and redeploying DoD assigned, attached, operationally or tactically controlled forces.

1.3.7 Conducting deliberate planning in support of designated National Special Security Events (NSSEs).

1.3.8 Organizing and providing CBRNE CM planning augmentation and technical support as directed.

2.0 SCOPE AND GENERAL REQUIREMENTS

2.1 The general areas to be supported for the duration of the Contract are set forth in this section of the SOW. The following descriptions of the areas to be supported are not meant to be exhaustive lists of all tasks that will be

performed by the Contractor. Specific performance requirements may require the Contractor to support JTF-CS in its overall mission, or specific directorates or staff sections within JTF-CS, in support of their missions and functions.

2.2 The Contractor will perform the following functions:

2.2.1 Conduct studies, draft and review plans, prepare and attend briefings, plan for, administer and troubleshoot communications and information technology systems, prepare and conduct training and exercises, provide administrative support, review and draft doctrine, attend meetings, draft and implement Standard Operating Procedures (SOPs). Maintain integrity of Government Furnished Equipment (GFE) and facilities.

2.2.2 Deploy for training, exercises, and continuous CBRNE CM operations anywhere in the JTF-CS AOR. All Contractor personnel must be prepared, available, and able, on a no-notice basis, to deploy for approximately thirty days for any of the aforementioned purposes. During training, exercises and continuous CBRNE CM operations, Contractor personnel will provide services and support to JTF-CS as set forth in this SOW. While JTF-CS is employed in continuous CBRNE CM operations, Contractor personnel shall provide services and support 24 hours a day/7 days a week.

2.2.3 Maintain daily contact and interaction with USNORTHCOM staff and personnel. The purpose of this daily contact is to receive guidance and direction from higher headquarters for conveyance to the Government, and assist JTF-CS to direct questions and issues to higher headquarters. As needed, maintain contact with other DoD components and agencies, other federal departments, including the Department of Homeland Security, and state and local governmental entities for the purposes of coordination, information sharing, and the conduct of training and exercises, and in response to a CBRNE incident.

2.2.4 Plan, conduct and sustain total personnel operations in support of the JTF-CS mission.

2.2.5 Provide situational awareness, indications and warning, threat analysis and detailed intelligence preparation of the battlespace (IPB), with emphasis on domestic urban infrastructure, in support of chemical, biological, radiological, nuclear and high yield explosive (CBRNE) consequence management operations.

2.2.6 Conducts operational planning and execution for the integration of DoD support to the designated Lead Federal Agency (LFA) for domestic CBRNE incidents.

2.2.7 Provide quality CBRNE CM logistics planning guidance and responsive logistics support to the Department of Defense (DoD) Forces and Lead Federal Agency (LFA) Requests For Assistance (RFA) within available resource constraints and appropriate joint/service regulations.

2.2.8 Provide CBRNE CM Crisis Action Planning and deliberate plans; provide lead for CBRNE CM Joint Planning Augmentation Cells (JPAC) to supported commanders; provide lead in CBRNE CM Joint Technical Augmentation Cells (JTAC) to supported combatant commanders; provide input to doctrine and policy; analyze and maintain emergency plans; and facilitate the development of long-range strategy, policy, and plans concerning military assistance to civil authorities including consequence management operations.

2.2.9 Provide, install, operate, maintain, and manage contingency communications systems in support of JTF Civil Support in response to a CBRNE incident. Sustain in-garrison communications systems and applications to support daily JTF operations and staff requirements. Facilitate the command's information management efforts.

2.2.10 Planning, coordination, support and execution of the command's training and exercise programs. Ensures continuity of training and exercise guidance, support and effectiveness across the command.

2.2.11 Provide essential day-to-day administrative and logistical support and sustainment to the JTF-CS Headquarters, accompanying staff, and assigned or attached augmentees. On order deploy the JTF to a CBRNE site and provide sustainment operations for the deployed elements.

2.2.12 Provide public affairs operations (media relations, community relations and internal information) in support of the Joint Task Force Civil Support team both in garrison and upon deployment to a CBRNE incident in a Joint Operations Area. Additionally, assist interagency partners to maintain the public trust in the ability of Federal, State and local governments to respond to the crisis.

2.2.13 Provides medical expertise to the CJTF-CS and staff, and plans and executes Health Service Support to the JTF-CS CBRNE Consequence Management mission.

2.2.14 Refer to Attachment 1 for required Labor Categories and Definitions.

3.0 WORK HOURS AND LOCATION

3.1 The principal place of performance for in-garrison support will be JTF-CS Headquarters at Fort Monroe, Virginia. The Contractor may be required to travel to other places within the JTF-CS AOR to support JTF-CS training, exercises, and/or in response to a CBRNE incident.

3.2 During CBRNE CM operations and exercises, JTF-CS is organized to work in two (2) twelve-hour shifts. If required, the contractor shall work in two twelve-hour shifts to support training, exercises, and/or in response to a CBRNE incident. The Contractor may be required to provide labor hours in excess of 40 hours per workweek and on holiday, weekends, and/or during irregular times and shifts. As noted in 2.2.2, during continuous CBRNE CM operations and exercises, the Contractor shall provide services and support 24 hours a day / 7 days per week.

4.0 EQUIPMENT

The Government will furnish all Contractor personnel the necessary Nuclear, Biological, Chemical, and Radiological (NBCR) individual protective equipment (IPE) required for training and operation at a CBRNE incident site. The Contractor understands, and agrees, that no IPE is 100% safe in all CBRNE environments, and the Government will not be held liable due to fault of manufacture, design and/or improper use or misuse of Government-furnished NBCR IPE. The Government will also furnish certain personal equipment and training to permit Contractor personnel to prepare for, and deploy to, a CBRNE incident site (e.g., duffle bags, Gore-Tex jackets and trouser, canteens, load bearing equipment, sleeping bag, sleeping pad, luggage, backpacks, and hydration systems).

5.0 TRAVEL

All travel required and approved under this SOW will be paid IAW the Joint Travel Regulation by reimbursement to the Contractor. Only required travel previously approved by the JTF-CS Staff will be reimbursed under the Contract.

6.0 CONTRACTOR REQUIREMENTS

6.1 In order to maintain the physical ability and capability to deploy for a CBRNE incident, all Contractor personnel shall maintain a sufficient level of physical fitness. In order to ensure a sufficient level of physical fitness, all Contractor personnel are required to take, and successfully complete, one of the four military services' physical fitness tests once every six months. The tests are described in the following publications, which are incorporated into this SOW by reference: AFI 10-248 (Air Force); FM 21-20 (Army); MCO P6100.12 (Marine Corps); OPNAVINST 6110.1F (Navy). If any of these publications becomes superseded, or any of the service components implements a revised version of its physical fitness test during the performance period of this contract,

the new version will govern. Contractor personnel are permitted to unilaterally select any one of the service physical readiness tests. Contractor personnel shall take the selected service physical readiness test when the JTF-CS service component holds its respective semi-annual physical readiness test.

6.2 Contractor personnel shall satisfactorily participate in, and complete, a weekly Physical Training (PT) session with JTF-CS. The Contractor will be permitted to invoice the Government for the labor hours incurred in participating in and completing the weekly PT session, not to exceed two (2) hours per employee per workweek.

6.3 All Contractor personnel shall be able to climb, reach, bend, stoop, crawl, stand, lift and carry up to fifty (50) pounds of equipment, including Nuclear, Biological, Chemical, and Radiological (NBCR) individual protective equipment (IPE).

6.4 Contractor personnel shall be able to wear, and work in confining conditions while wearing, Nuclear, Biological, Chemical, and Radiological (NBCR) individual protective equipment (IPE), including protective mask.

6.5 All Contractor personnel shall be required to carry a Government furnished cellular phone and/or pager 24 hours a day/7 days a week in order to permit Government to recall the Contractor personnel for training, exercises (to include recall test exercises to ensure unit readiness), and/or in response to a CBRNE incident.

6.6 During deployments to CBRNE incident sites, Contractor personnel may be exposed to hazardous conditions and potentially life threatening environments. Contractor personnel may be required to work in/or near an area that has experienced a CBRNE incident, and as such, could be exposed to chemical, biological, nuclear, and radiological agents, elements and/or contagions.

6.7 All Contractor personnel shall receive all required immunizations, vaccinations and/or medications in the same manner as Government employees in order to be prepared for deployment to a CBRNE incident site. Commander JTF-CS may unilaterally determine which immunizations, vaccinations and/or medications are required for force health protection of Contractor personnel.

6.8 Upon contract award, all Contractor personnel must meet, and maintain, all physical and medical requirements in order to deploy to a CBRNE incident. All Contractor personnel shall be required to submit to a Government-furnished dental Panorex and to provide DNA sampling for identification purposes.

6.9 Upon contract award, all Contractor personnel shall have vision that is correctable to 20/40, or better. Any contractor personnel requiring vision correction lenses to meet the 20/40-vision requirement will be required to submit to a Government-administered eye examination. Following such exam, the personnel will be issued Government-furnished optical inserts for the protective mask.

6.10 Upon re-deployment from any CBRNE incident, all Contractor personnel shall undergo a Government-administered medical assessment in order to identify and document any medical problems that may be related to the deployment.

6.11 All Contractor personnel must possess a working knowledge of Microsoft Office software, including Outlook, Word, PowerPoint and Excel, and Internet Explorer. Additionally, some Contractor personnel may be required to possess a working knowledge of additional software and hardware in order to successfully complete certain functions. See attachment "Joint Task Force Civil Support Key Positions."

6.12 All Contractor personnel shall have a general understanding and knowledge of the federal Government's plans to support and assist state and local Governments in the event of a CBRNE incident, including the Federal Response Plan and/or another additional and/or successor plans.

6.13 The Contractor's Program Manager shall advise the Technical Monitor (TM) in writing of Contractor personnel changes as they occur. The Contractor's Program Manager shall ensure ex-employee security and access badges, including vehicle decals, are returned to the TM immediately upon employee termination.

6.14 The Contractor shall designate a person to act as the Contractor's Information System Security Officer (ISSO) in accordance with DoD Manual 5200.28 of 21 March 1988 and DoD Manual 5200.40 of 30 December 1997. All contractor employees shall comply with the Automated Data Processing (ADP) security requirements. In addition, any ADP product (disk, tape or hard copy) prepared by the Contractor for the Government (whether produced on Government owned or Contractor owned equipment) shall be the property of the Government.

6.15 All records, work products, presentations, papers, and/or memoranda, in whatever form and/or medium, (records) produced or used in the performance of this contract are the property of, and subject to the exclusive control of, the Government. The Contractor shall not disclose information from these records to third parties. However, this obligation shall not prevent the disclosure of information to officials and employees of the other departments and agencies of the United States Government acting in the performance of their official duties. Upon completion of the contract, the Contractor shall turn over all records in its custody and shall not retain copies of any records in either written or electronic format. If a subpoena or court order is received for the production of any records related to the performance of this contract, the subpoena or court order shall be referred via the TM to the cognizant Staff Judge Advocate.

6.16 Unless otherwise specified, all financial, statistical, personnel and/or technical data which is furnished, produced or otherwise available to the Contractor during the performance of this contract are considered confidential business information and shall not be used for purposes other than performance of work under this contract nor be released by the Contractor without prior written consent of the Commander, JTF-CS or his/her designee(s).

6.17 Contractor will maintain the government-issued equipment, discussed in paragraph 4.0 and participate in periodic government-conducted training to ensure adequate proficiency with its proper use.

6.18 The contractor shall provide the capability to perform the wide variety of tasks defined in this SOW. The contractor must be capable of providing flexible, responsive, and high quality support relating to the missions of the JTF-CS, as described above. The contractor shall ensure that adequate capability is available to provide requirements of this SOW. It is the contractor's responsibility to provide and maintain a state-of-the-art trained workforce capable of providing the services specified in the SOW. All related training, continuing education, certification courses, and other similar events are the financial responsibility of the contractor. Task priorities, short-notice suspenses, operational constraints, and other potential "impacts" shall be managed so as to maintain schedule requirements.

7.0 SECURITY

7.1 All Contractor personnel shall be required to access, view, possess, process and/or use classified information, information systems and workspaces to successfully complete certain functions. Therefore, all Contractor personnel must possess, and maintain, a SECRET security clearance. Certain Contractor personnel may be required to access, view, possess, process and/or use TOP SECRET and TOP SECRET/Sensitive Compartmented Information and therefore must possess, and maintain, TOP SECRET and/or TOP SECRET/Special Compartmented Information (TS/SCI) security clearances.

7.2 All Contractor personnel will be issued identification badges by the Government which shall be visible and clearly indicate contractor status at all times while employees are on Government premises. The Contractor shall furnish all requested information (the Government will provide forms to the Contractor at time of award) required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor's Program Manager shall be responsible for ensuring that all

identification badges issued to Contractor employees are returned immediately following the completion of the contract, relocation or termination of an employee, and/or upon request of the Contracting Officer or the TM.

7.3 The Contractor shall conform to the provisions of DoD Manual 5220.22M, Industrial Security Manual. The Contractor shall obtain appropriate security clearances for required personnel.

7.4 The Contractor shall educate contractor employees on the procedures for the handling and production of classified material and documents, and other security measures as described in the SOW in accordance with DoD Manual 5220.22M.

7.5 The Contractor shall comply with all current and applicable Department of Defense and local command instructions/directives regarding physical and information security and access control. The Contractor shall safeguard and maintain control over assigned keys and shall not duplicate any of the keys. The Contractor's Program Manager shall ensure keys are returned from Contractor employees upon termination of employment.

8.0 CONTRACT DELIVERABLES

8.1 Data deliverables shall be delivered as specified in the Contract Data Requirements List (CDRL).

8.2 All deliverables under this SOW are subject to review and acceptance by JTF-CS.

Section E - Inspection and Acceptance

ACCEPTANCE

Acceptance by the Government of all items delivered hereunder shall be at destination.

CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

CLAUSES INCORPORATED BY FULL TEXT

PERIOD OF PERFORMANCE:

a. CLINs 0001 through 0045, and CLIN 0049: The contractor shall provide all level of effort, data, travel, materials, supplies, and reports required by each CLIN, BASIC effort within twelve (12) months after the effective date of the contract. The contractor shall provide all level of effort, data, travel, materials, supplies, and reports required by OPTION I, OPTION II, OPTION III, OPTION IV, OPTION V, OPTION VI, OPTION VII, OPTION VIII, OPTION IX, OPTION X, OPTION XI, OPTION XII, OPTION XIII, OPTION XIV, if exercised, within twelve (12) months after the effective date of exercising each option.

b. SURGE OPTION CLIN 0046: The contractor shall provide all level of effort exercised from SURGE OPTION CLIN 0046 into CLIN 0001, BASIC, and for OPTION I, OPTION II, OPTION III, OPTION IV, OPTION V, OPTION VI, OPTION VII, OPTION VIII, OPTION IX, OPTION X, OPTION XI, OPTION XII, OPTION XIII, or OPTION XIV efforts, if exercised, within the applicable period of performance stated in paragraph a. above.

c. SURGE OPTION CLIN 0047 (Cost Reimbursable Travel): The contractor shall complete all travel exercised from SURGE OPTION CLIN 0047 into CLIN 0002, BASIC, and for OPTION I, OPTION II, OPTION III, OPTION IV, OPTION V, OPTION VI, OPTION VII, OPTION VIII, OPTION IX, OPTION X, OPTION XI, OPTION XII, OPTION XIII, or OPTION XIV efforts, if exercised, within the applicable period of performance stated in paragraph a. above.

d. SURGE OPTION CLIN 0048 (Cost Reimbursable Other Direct Costs): The contractor shall provide all materials and/or supplies from SURGE OPTION CLIN 0048 into CLIN 0003, BASIC, and for OPTION I, OPTION II, OPTION III, OPTION IV, OPTION V, OPTION VI, OPTION VII, OPTION VIII, OPTION IX, OPTION X, OPTION XI, OPTION XII, OPTION XIII, or OPTION XIV efforts, if exercised, within the applicable period of performance stated in paragraph a. above.

e. AWARD FEE CLIN 0050: The period of performance for CLIN 0050 shall cover the Basic and any/all OPTIONS exercised.

DELIVERY OF DATA:

a. All data shall be delivered IAW FAR 52.247-34, F.O.B. Destination, as specified in Block 14 of DD Form 1423. The contractor shall furnish the Contracting Officer one (1) copy of a monthly listing of all transmittal letters submitting data requirements to the Technical Monitor.

b. The extent of the Government's rights in data delivered under the contract shall be governed by the contract clauses incorporated in Section I of this contract.

c. Acceptance by the Government of all items delivered hereunder shall be at destination.

d. Electronic media, including email, shall be utilized to the maximum extent practical. The software and report formats utilized shall be in accordance with the then-current Command standard.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

CLAUSES INCORPORATED BY FULL TEXT

CONTRACT ADMINISTRATION

a. In no event shall any understanding or agreement, contract modification, change order, or other matter in deviation from the terms of this contract between the Contractor and a person other than the Contracting Officer be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by the Contracting Officer.

b. All correspondence pertaining to this contract will be addressed to:

U.S. Army Space and Missile Defense Command
ATTN: [REDACTED]
P O Box 1500
Huntsville, AL 35807-3801

c. The telephone and FAX number of the Contract Specialist (CS) is:

[REDACTED]

d. If this contract is being administered by a Defense Contract Management Agency (DCMA), inquiries concerning normal contract administration should be referred to the DCMA assigned office (see Block 6 of the SF 26).

CONTRACT ADMINISTRATION: Administration of this contract will be performed by the cognizant office as shown in Block 6, Page 1, of SF 26. However, the duties described in the following FAR 42.302(a) paragraphs will remain the responsibility of the PCO: (3), (12), (27), (38), (40), (41), (44), and (45). No changes, deviations, or waivers shall be effective without a modification of the contract executed by the Contracting Officer or his duly authorized representative authorizing such changes, deviations, or waivers.

CONTRACTOR'S CONTRACT ADMINISTRATION.

The Contractor's contract administration functions will be performed at the following address:

Name and Title

Responsible Office

Address

Telephone Number

DUNS # 104468504

CAGE #

3CFK2

ADMINISTRATION OF FUNDING

This contract will be funded at the CLIN level with designated amounts broken out by SubCLIN level as necessary to comply with regulatory requirements. It is anticipated that all funding for this contract will be from yearly appropriations of Operation and Maintenance (O&M) funds, therefore, the accounting classification reference numbers (ACRNs) will be increased as these funds are appropriated by Congress and allocated and released by the Joint Task Force – Civil Support (JTF-CS) and the United States Northern Command (USNORTHCOM). The Government will not be obligated to reimburse the contractor in excess of the amount currently allotted to this contract. Further, the contractor shall not voucher, nor will be reimbursed, for amounts over and above those specified on any given technical directive. Vouchers will be submitted and paid in accordance with the clause entitled, INVOICING AND VOUCHERING.

CLAUSES INCORPORATED BY FULL TEXT

INVOICING AND VOUCHERING:

a. Invoices, including hours and labor hour rate shall be submitted to:

Joint Task Force Civil Support (JTF-CS)
ATTN: 
380 Fenwick Road
Building 96
Fort Monroe, VA 23561

b. If authorized by the Defense Contract Audit Agency (DCAA), in accordance with DFARS 242.803(b)(i)(C), only the first voucher and final voucher must be submitted to DCAA. After approval of the first and final vouchers by DCAA, the vouchers must then be forwarded to JTF-CS as outlined in paragraph a. above. In addition, the final voucher will also be submitted to the ACO with a copy to the DCAA.

c. Upon written notification to the contractor, DCAA may rescind the direct submission authority so that all vouchers will be submitted in accordance with the requirements for the first voucher as described in paragraph b. above.

d. Should the contractor decline to submit interim vouchers directly to paying offices or if the contractor receives written notification that DCAA has rescinded the direct submission authority, public vouchers, together with any necessary supporting documentation, shall be submitted to the cognizant Defense Contract Audit Agency (DCAA) Office, prior to approval by JTF-CS and payment by the Finance and Accounting Office specified in Block 12, Page 1, Section A, of Standard Form 26.

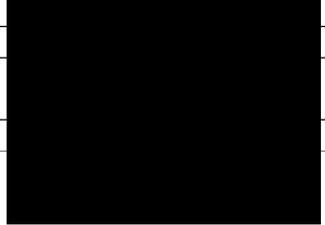
e. The contractor shall identify on each public voucher: (1) the accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA," (2) the contract line item number (CLIN) which pertains to the charges billed, and (3) the contract number. In addition, the Department of Defense requires that the Taxpayer Identification Number (TIN) be placed on all certified payment vouchers, including non-profit organizations, when submitting payment to the disbursing office. The only exception is foreign vendors, which will have the word "foreign" in the TIN field. Invoices will be returned to the vendor without payment if a TIN is not provided. Therefore also include in the address block, the Tax Identification Number, a point of contact, and the telephone number.

f. The contractor may submit public vouchers, not more frequently than twice per month based on the DPPHs expended plus appropriate travel and materials costs. The vouchers shall be computed based on the DPPHs expended multiplied by the fixed-price rates specified in the Section B entitled "GOVERNMENT LABOR CATEGORIES AND ASSOCIATED FIXED PRICES PER DPPH" of this contract, as well as actual costs for travel and materials, as applicable.

g. The Paying Office shall ensure that the voucher is disbursed for each ACRN as indicated on the voucher.

IDENTIFICATION OF CORRESPONDENCE: All correspondence and data submitted by the contractor under this contract shall reference the contract number.

CONTRACTING ACTIVITY REPRESENTATIVES:

	Contractual Matters	Technical Matters
NAME:		
ORGANIZATION CODE:		
TELEPHONE NUMBERS: COMMERCIAL:		
DEFENSE SWITCHED NETWORK (DSN):		
EMAIL:		

Section H - Special Contract Requirements

USE OF GOVT SOURCES OF SUPPLY

- a. Government sources of supply may be utilized for purchases necessary in the performance of this contract. Clauses at FAR 52.251-1 and DFARS 252.251-7000 are applicable.
- b. Only for purchases charged directly to this contract shall title vest with the Government. For property charged as an indirect cost, title shall vest with the purchaser.

GOVERNMENT FURNISHED PROPERTY

- a. In the performance of the work called for herein, the contractor is hereby authorized rent-free, no charge, non-interference use of Government properties as currently covered under Contract N00140-00-C-H024 .
- b. This GFP will be transferred to this contract as soon as appropriate DD1149s are processed for execution by both the losing and gaining Contracting Officer.

SURGE OPTION

OPTION FOR INCREASED DPPHS (SURGE OPTION CLINS):

- a. The contract DPPH amount as stated under CLINs 0001, 0004, 0007, 0010, 0013, 0016, 0019, 0022, 0025, 0028, 0031, 0034, 0037, 0040, and 0043 may be increased, at the unilateral option of the Government, by the Contracting Officer giving written notice to the contractor of the amount of such increase at anytime within the period of performance specified in this contract. The Government may, from time to time, exercise any portion(s) of the DPPHS from the Surge Option CLIN 0046 into the respective Fixed-Price Labor CLIN.
- b. All effort thus exercised and transferred shall be performed within the specified periods of performance for this contract. These DPPHS will be exercised at the current established fixed price for the respective Fixed-Price Labor CLIN.
- c. Upon exercise of each portion(s) of the Surge Option, the DPPH amount of the Surge Option CLIN will be decreased by the same number of DPPHS exercised and concurrently added to the respective Fixed-Price Labor CLIN.

OPTION FOR INCREASED LOE

OPTION FOR INCREASED LEVEL OF EFFORT TO EXTEND THE TERM OF THE CONTRACT: OPTION I

(CLINs 0004, 0005, and 0006), OPTION II (CLINs 0007, 0008, and 0009), OPTION III (CLINs 0010, 0011, and 0012), OPTION IV (CLINs 0013, 0014, and 0015), OPTION V (CLINs 0016, 0017, and 0018), OPTION VI (CLINs 0019, 0020, and 0021), OPTION VII (CLINs 0022, 0023, and 0024), OPTION VIII (CLINs 0025, 0026, and 0027), OPTION IX (CLINs 0028, 0029, and 0030), OPTION X (CLINs 0031, 0032, and 0033), OPTION XI (CLINs 0034, 0035, and 0036), OPTION XII (CLINs 0037, 0038, and 0039), OPTION XIII (CLINs 0040, 0041, and 0042), and OPTION XIV (CLINs 0043, 0044, and 0045) of this contract may be exercised, at the unilateral option of the Government, by the contracting officer giving written notice to the contractor during the existing period of performance of the contract. The total duration of this contract, including the exercise of the option shall not exceed fifteen years. If the Government exercises an OPTION, all contractual terms and conditions shall apply during the Option period.

SURGE OPTION FOR TRAVELOPTION FOR INCREASED TRAVEL (SURGE OPTION CLINs):

a. The contract Travel amounts as stated under CLINs 0002, 0005, 0008, 0011, 0014, 0017, 0020, 0023, 0026, 0029, 0032, 0035, 0038, 0041, and 0044 may be increased, at the unilateral option of the Government, by the Contracting Officer giving written notice to the contractor of the amount of such increase at anytime within the period of performance specified in this contract. The Government may, from time to time, exercise any portion(s) of the Travel amount from the Surge Option CLIN 0047 into the respective Travel CLIN.

b. All Travel thus exercised and transferred shall be performed within the specified periods of performance for this contract.

c. Upon exercise of each portion(s) of the Surge Option, the Travel amount of the Surge Option CLIN will be decreased by the same amount exercised and concurrently added to the respective Travel CLIN.

COMMERCIAL COMPUTER SOFTWARE

LICENSES: Unless otherwise approved by the Contracting Officer, commercial computer software licenses shall be obtained in the name of the U.S. Government and a copy of the negotiated license shall be furnished to the Contracting Officer. Per DFARS 227.7202, the terms of the licenses shall not be inconsistent with Federal procurement law and must satisfy user needs. This includes the contractor's/subcontractor's needs for the software to perform this contract and the Government's needs for the software to accomplish the Government's ultimate objectives. At a minimum, this shall include the rights to make an archive copy of the software, to re-host software on a different computer, and to permit use by support contractors.

OTHER DIRECT COSTS

a. Travel Reimbursement

(1) The Government will reimburse the Contractor for TDY/nonlocal travel as determined to be necessary for the performance of assigned tasks and as approved by Technical Monitor within his/her authority as granted in the contract and his/her technical directive.

(2) The Government will reimburse the Contractor for actual transportation fare via the most direct routes (non-first class) between place of origin and destination. Cost for delays enroute (excluding Government-caused delays) will not be reimbursed. Per Diem will be paid at Joint Travel Regulation (JTR) rates. To the extent available, suitable Government quarters, messing, and surface transportation facilities may be used. Indirect expense is allowable if travel is normally part of the Contractor's allocation base.

(3) The Government will not reimburse the Contractor for local travel. Local travel is defined as travel within the area of a 50-mile radius of the primary place of performance.

b. Other Costs: The Government will reimburse the Contractor for other costs (e.g. material, equipment, reproduction for deliverables, etc.) as deemed necessary for the performance of assigned tasks and as approved by the Contracting Officer. Specific criteria and allowances will be incorporated in technical directives executed pursuant to the terms and conditions of this contract. G&A expenses are allowable.

MATERIALS

a. Prior to the purchase or lease of any of the following materials and services therefor, the contractor must obtain the written approval of the Contracting Officer:

Automated Data Processing Equipment (ADPE);

ADPE Support Equipment;

Software;

Telecommunications Equipment;

b. All other items which the contractor intends to direct charge to the contract which could potentially be considered to fall within the parameters of the FAR 45.301 definition of materials.

SURGE OPTION FOR MATERIALS

OPTION FOR INCREASED MATERIALS (SURGE OPTION CLINs):

a. The contract Materials amounts as stated under CLINs 0003, 0006, 0009, 0012, 0015, 0018, 0021, 0024, 0027, 0030, 0033, 0036, 0039, 0042, and 0045 may be increased, at the unilateral option of the Government, by the Contracting Officer giving written notice to the contractor of the amount of such increase at anytime within the period of performance specified in this contract. The Government may, from time to time, exercise any portion(s) of the Materials amount from the Surge Option CLIN 0048 into the respective Materials CLIN.

b. All Materials Cost thus exercised and transferred shall be performed within the specified periods of performance for this contract.

c. Upon exercise of each portion(s) of the Surge Option, the Materials amount of the Surge Option CLIN will be decreased by the same amount exercised and concurrently added to the respective Materials CLIN.

TECHNICAL DIRECTIVE PROCEDURE

a. The contractor shall incur costs under this contract only in the performance of Technical Directives (TDs) and revisions to TDs issued by the Technical Monitor (TM). No other costs are authorized without the express written consent of the Contracting Officer.

b. Technical Directives will be issued by the Technical Monitor to the contractor incorporating (i) the specific effort/tasker to be performed; (ii) the required deliverables (CDRLs A001 and A002; (iii) the required delivery dates or overall period of performance; and (iv) any Government-furnished property. Contract Line Item Numbers (CLINs) 0001, 0002, and 0003, as well as CLINs 0004, 0005, 0006, 0007, 0008, 0009, 0010, 0011, 0012, 0013, 0014, 0015, 0016, 0017, 0018, 0019, 0020, 0021, 0022, 0023, 0024, 0025, 0026, 0027, 0028, 0029, 0030, 0031, 0032, 0033, 0034, 0035, 0036, 0037, 0038, 0039, 0040, 0041, 0042, 0043, 0044, 0045, 0046, 0047, and 0048 if awarded, will be broken out in each TD to include the estimated number of DPPHs and NTE amounts for travel and materials.

c. Technical Directives will be issued by the Technical Monitor in Microsoft Word format. A revision to a TD will be issued as necessary and will be identified by an alpha designation following the TD number indicating the revision sequence.

d. Upon the award of the contract or the exercise of an option period, the Government will issue a TD that provides for overall contract-level requirements. In addition, the Government intends to issue a separate TD for any contingency requirements which may be deemed necessary.

f. The contractor shall initiate task performance promptly upon receipt of a fully-executed TD including signature/approval by both the Technical Monitor and the Contractor Representative.

g. Changes. The contractor **cannot** exceed the DPPH or costs specified in each TD without the approval of the Technical Monitor via an amendment to the TD. Any changes to task content, total DPPHs, estimated travel, estimated materials, schedules, and deliverables shall be documented by a modification to the TD.

h. Each TD issued pursuant to the clause herein titled "TECHNICAL DIRECTIVE PROCEDURE" will specify the period of performance applicable thereto. However, in no event shall the period of performance of any TD extend beyond the period of performance of the contract.

i. Further, the contractor shall not voucher, nor will be reimbursed, for amounts over and above those specified on any given technical directive. Cost and fee will be vouchered and paid in accordance with the clause entitled, INVOICING AND VOUCHERING.

CLAUSES INCORPORATED BY FULL TEXT

AWARD FEE:

a. The contractor's performance hereunder shall be evaluated every six (6) months in accordance with the document entitled "Award Fee Determination Plan," attached hereto. Award fee earned by the contractor, as determined by the Award Fee Determining Official, will be awarded by the execution of a unilateral modification to the contract issued approximately ninety (90) days following completion of each six (6)-month period.

b. The award fees will be accrued/paid per DPPH expended in performance of this contract.

c. The maximum award fee for the Award Fee CLIN divided by the total potential DPPHs under the contract equals the maximum effective award fee per DPPH for the life of this contract. The effective maximum award fee per DPPH is [REDACTED] (maximum award fee) divided by [REDACTED] (total potential DPPHs); this equates to maximum award fee of [REDACTED]

d. Entitlement to the maximum award fee for a given CLIN will be contingent upon exertion of the total DPPH under that CLIN and a perfect award fee score. Less than perfect scores in a fee period will result in entitlement to only a portion of the maximum award fee per DPPH stated in subparagraph c. above. The remaining award fee for that period will be considered unearned, removed from the contract, and not be available for any other award fee period.

e. Following is a list by award fee period of the Award Fee Available, Award Fee Earned, and Award Fee Not Earned Removed From Contract, applicable to this contract:

<u>AWARD FEE PERIOD</u>	<u>AWARD FEE AVAILABLE</u>	<u>AWARD FEE EARNED</u>	<u>AWARD FEE NOT EARNED/REMOVED FROM CONTRACT</u>
First	\$ * _____	\$ * _____	\$ * _____
Second	\$ * _____	\$ * _____	\$ * _____
Third	\$ * _____	\$ * _____	\$ * _____

Fourth	\$ *	\$ *	\$ *
Fifth	\$ *	\$ *	\$ *
Sixth	\$ *	\$ *	\$ *
Seventh	\$ *	\$ *	\$ *
Eighth	\$ *	\$ *	\$ *
Ninth	\$ *	\$ *	\$ *
Tenth	\$ *	\$ *	\$ *
Eleventh	\$ *	\$ *	\$ *
Twelfth	\$ *	\$ *	\$ *
Thirteenth	\$ *	\$ *	\$ *
Fourteenth	\$ *	\$ *	\$ *
Fifteenth	\$ *	\$ *	\$ *
Sixteenth	\$ *	\$ *	\$ *
Seventeenth	\$ *	\$ *	\$ *
Eighteenth	\$ *	\$ *	\$ *
Nineteenth	\$ *	\$ *	\$ *
Twentieth	\$ *	\$ *	\$ *
Twenty-first	\$ *	\$ *	\$ *
Twenty-second	\$ *	\$ *	\$ *
Twenty-third	\$ *	\$ *	\$ *
Twenty-fourth	\$ *	\$ *	\$ *
Twenty-fifth	\$ *	\$ *	\$ *
Twenty-sixth	\$ *	\$ *	\$ *
Twenty-seventh	\$ *	\$ *	\$ *
Twenty-eighth	\$ *	\$ *	\$ *
Twenty-ninth	\$ *	\$ *	\$ *
Thirtieth	\$ *	\$ *	\$ *

* To be determined during contract performance, based on the actual number of DPPHs provided during the specific period and the score determined during the evaluation process outlined in the "Award Fee Determination Plan," attached hereto.

f. At the end of each bi-weekly billing period, the contractor may provisionally bill the Government for sixty-five percent (65%) of the maximum award fee available during the period. Following the award fee determination for the period, the Government will modify the contract to definitize the actual award fee earned by the contractor. The contractor may, in turn, voucher for any outstanding award fee. If the final determination of award fee is less than the amount provisionally billed, the contractor will retain the overpaid amounts as credit toward the next or subsequent award fee payments.

PUBLIC RELEASE OF INFORMATION:

a. In accordance with DFARS 252.204-7000, Disclosure of Information, The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contractor has written approval or the information is otherwise in the public domain before the date of release.

b. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Technical Monitor noted in the contract, Section H, at least 45 days before the proposed date for release. All material to be cleared shall be sent by certified mail/return receipt requested to:

US NORTHERN COMMAND
Joint Task Force Civil Support (JTF-CS)
ATTN: [REDACTED]
380 Fenwick Road
Building 96
Fort Monroe, VA 23561

c. The Technical Monitor shall process the request in accordance with SMDC form 614-R.

d. If there is no response within 30 days, the Contractor shall resubmit the request to:

US NORTHERN COMMAND
Joint Task Force Civil Support (JTF-CS)
ATTN: [REDACTED]
380 Fenwick Road
Building 96
Fort Monroe, VA 23561

e. The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor.

DISTRIBUTION CONTROL OF TECHNICAL INFORMATION:

a. The following terms applicable to this clause are defined as follows:

(1) Technical Document. Any recorded information that conveys scientific and technical information or technical data.

(2) Scientific and Technical Information. Communicable knowledge or information resulting from or pertaining to conducting and managing a scientific or engineering research effort.

(3) Technical Data. Recorded information related to experimental, developmental, or engineering works that can be used to define an engineering or manufacturing process or to design, procure, produce, support, maintain, operate, repair, or overhaul material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents, or computer printouts. Examples of technical data include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog-item identifications, and related information and computer software documentation.

b. Except as may otherwise be set forth in the Contract Data Requirements List (CDRL), DD Form 1423, (i) the distribution of any technical document prepared under this contract, in any stage of development or completion, is prohibited without the approval of the Contracting Officer and (ii) all technical documents prepared under this contract shall initially be marked with the following distribution statement, warning, and destruction notice:

(1) DISTRIBUTION STATEMENT F - Further dissemination only as directed by JTF-CS PAO or higher DOD authority.

(2) WARNING - This document contains technical data whose export is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751 et seq.) or the Export Administration Act of 1979, as amended,

Title 50, U.S.C., app 2401 et seq. Violation of these export laws are subject to severe criminal penalties. Disseminate in accordance with provisions of DOD Directive 5230.25.

(3) DESTRUCTION NOTICE - For classified documents, follow the procedures in DOD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), Chapter 5, Section 7, or DOD 5200.1-R, Information Security Program Regulation, Chapter IX. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

c. As a part of the review of preliminary or working draft technical documents, the Government will determine if a distribution statement less restrictive than the statement specified above would provide adequate protection. If so, the Government's approval/comments will provide specific instructions on the distribution statement to be marked on the final technical documents before primary distribution.

TECHNICAL COGNIZANCE AND TECHNICAL DIRECTION:

a. The US Northern Command (USNORTHCOM) Joint Task Force Civil Support (JTF-CS) is the cognizant Government technical organization for this contract and will provide technical direction as defined herein. Technical direction shall be exercised by the following:

Name	Office symbol	Phone Number
[REDACTED]		[REDACTED]

b. Technical direction, as defined in this clause is the process by which the progress of the contractor's technical efforts are reviewed and evaluated and guidance for the continuation of the effort is provided by the Government. It also includes technical discussions and, to the extent required and specified elsewhere in this contract, defining interfaces between contractors; approving test plans; approving preliminary and critical design reviews; participating in meetings; providing technical and management information; and responding to request for research and development planning data on all matters pertaining to this contract. The contractor agrees to accept technical direction only in the form and procedure set forth herein below.

c. Except for routine discussions having no impact on contractor performance, any and all technical direction described in paragraph b. above shall only be authorized and binding on the contractor when issued in writing and signed by a Government official designated in a. above. The Technical Direction shall not effect or result in a change within the meaning of the "CHANGES" clause, or any other change in the Scope of Work, price, schedule, or the level of effort required by the contract. Such changes must be executed by the Contracting Officer as a Modification-Change Order, or as a Modification-Supplemental Agreement, as appropriate. It is emphasized that such changes are outside the authority of the Government officials designated in a. above who are not authorized to issue any directions which authorize the contractor to exceed or perform less than the contract requirements. Notwithstanding any provision to the contrary in any Technical Directive, the estimated cost of this contract, and, if this contract is incrementally funded, the amount of funds allotted, shall not be increased or deemed to be increased by issuance thereof.

KEY PERSONNEL:

a. The key personnel listed in paragraph b below are considered to be critical to the successful performance of this contract. Prior to replacing these key personnel, the contractor shall obtain written consent of the contracting officer. In order to obtain such consent, the contractor must provide advance notice of the proposed changes and must demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced.

b. Key Personnel List:

NAME	POSITION
TO BE DETERMINED	

(This list shall be negotiated by the parties. Personnel identified as key individuals in the offeror's proposal shall be candidates for this list, however, it is not intended that all such proposed key individuals must be listed in this clause.)

METRIC AND PRODUCT ASSURANCE REQUIREMENTS: The contractor shall assure that all deliverables under this contract shall meet industry standards of quality and, where practical, metric measurements.

ASSIGNMENT OF RIGHTS: Per DFARS 252.227-7020, Rights in Special Works, all works first produced, created, or generated under the contract and required to be delivered must contain the following notice: "© (Year date of delivery) United States Government, as represented by the Secretary of Army. All rights reserved." In addition, the contractor hereby relinquishes any rights to use or disclose such works.

MINIMUM INSURANCE LIABILITY: Pursuant to the requirements of the contract clause 52.228-7, "Insurance – Liability to Third Persons," the contractor shall obtain and maintain at least the following kinds of insurance and minimum liability coverage during any period of contract performance:

a. Workman’s Compensation and Employers’ Liability Insurance: Compliance with applicable workmen’s compensation and occupational disease statutes is required. Employers’ liability coverage in the minimum amount of \$100,000 is required.

b. General Liability Insurance: Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence, is required on the comprehensive form of policy; however, property damage liability insurance is not required.

c. Automobile Liability Insurance: This insurance is required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage is required.

CONTINUATION OF DoD CONTRACTOR SERVICES AT GOVERNMENT FACILITIES WITHIN CONUS

1. Contractor personnel who normally provide services at government facilities and who are designated as emergency personnel by a DoD Component are expected to use all means at their disposal to continue to provide such services, in accordance with the terms and conditions of the contract, during periods of crisis situations.
2. To ensure that emergency personnel services under the contract are performed and/or delivered by the contractor during times of heightened security and/or limited access to a government facility, the Technical Monitor and prime contractor in coordination with the Contracting Officer may enter into an agreement that the hours/duties specified in the contract may be worked at varying times and locations as long as such is consistent with the Government's requirement and will have no negative impact on the quality of the effort to be performed. The Technical Monitor shall immediately seek approval of the Contracting Officer of any such agreement.
3. The Contracting Officer may take any of the following actions, depending on the severity and length of the situation:
 - a. In accordance with FAR 52.242-15, the Contracting Officer may, at any time, issue a written stop-work order to stop all or any part of the work called for under the contract. If a stop work order is issued, the contractor is required to take all reasonable steps to minimize the incurrence of costs allocable to the stopped work.
 - b. Direct contractor personnel designated mission essential emergency personnel to report to their duty station at government facilities as usual for continuing work not subject to any stop work order.
 - c. Direct non-essential contractor personnel who normally work at government facilities to report to their corporate office as their temporary duty station for work not subject to any stop work order.
 - d. Direct, on a case-by-case basis, non-essential contractor personnel who normally work at government facilities to telecommute for performance of work not subject to any stop work order.
4. For efforts performed under emergency situations within CONUS, the hours worked shall be billed at the rates specified in the contract, regardless of where performance takes place. This provision in no way relieves the contractor from performance of the direct productive person hours (DPPHs) as stated in the contract.
5. When required in emergency/crisis situations, the contractor shall report daily to the Technical Monitor the status and location of all DoD contractor employees. The Technical Monitor shall relay such information to the Contracting Officer.
6. Nothing in this provision shall be construed to change any element of the contract or the terms and conditions therein.

YEAR 2000 COMPLIANCE:

The Contractor shall ensure products provided under this contract, to include hardware, software, firmware, and middleware, whether acting alone or combined as a system, are Year 2000 compliant as defined in FAR Part 39.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Jul 1995) -- Alternate I	OCT 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-38	(DUPLICATE) Compliance with Veterans' Employment Reporting Requirements	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-1	Buy American Act--Supplies	JUN 2003
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.227-5	Waiver of Indemnity	APR 1984
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.227-14	Rights in Data--General	JUN 1987
52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas	APR 1984
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	JUL 2004
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	MAY 2004
52.245-18	Special Test Equipment	FEB 1993
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-1	Contractor Inspection Requirements	APR 1984
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-4	Termination For Convenience Of The Government (Services) (Short Form)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Alt A Required Central Contractor Registration Alternate A	NOV 2003
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7003	Item Identification and Valuation	JAN 2004
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.222-7000	Restriction On Employment Of Personnel	MAR 2000
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7005	Prohibition on Use of Nonimmigrant Alien--Guam	SEP 1999
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7004	Reporting of Contract Performance Outside the United States	APR 2003
252.225-7013	Duty-Free Entry	JAN 2004
252.225-7042	Authorization to Perform	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	OCT 2003
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.251-7000	Ordering From Government Supply Sources	OCT 2002

CLAUSES INCORPORATED BY FULL TEXT

52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

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

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(4) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed 0 or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

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

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

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds--

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

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

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

None

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting--

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

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

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

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

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

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

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

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

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

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

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

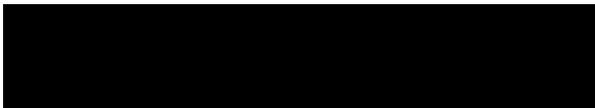
(3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

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



(End of clause)

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

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

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

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA

[REDACTED]

(End of clause)

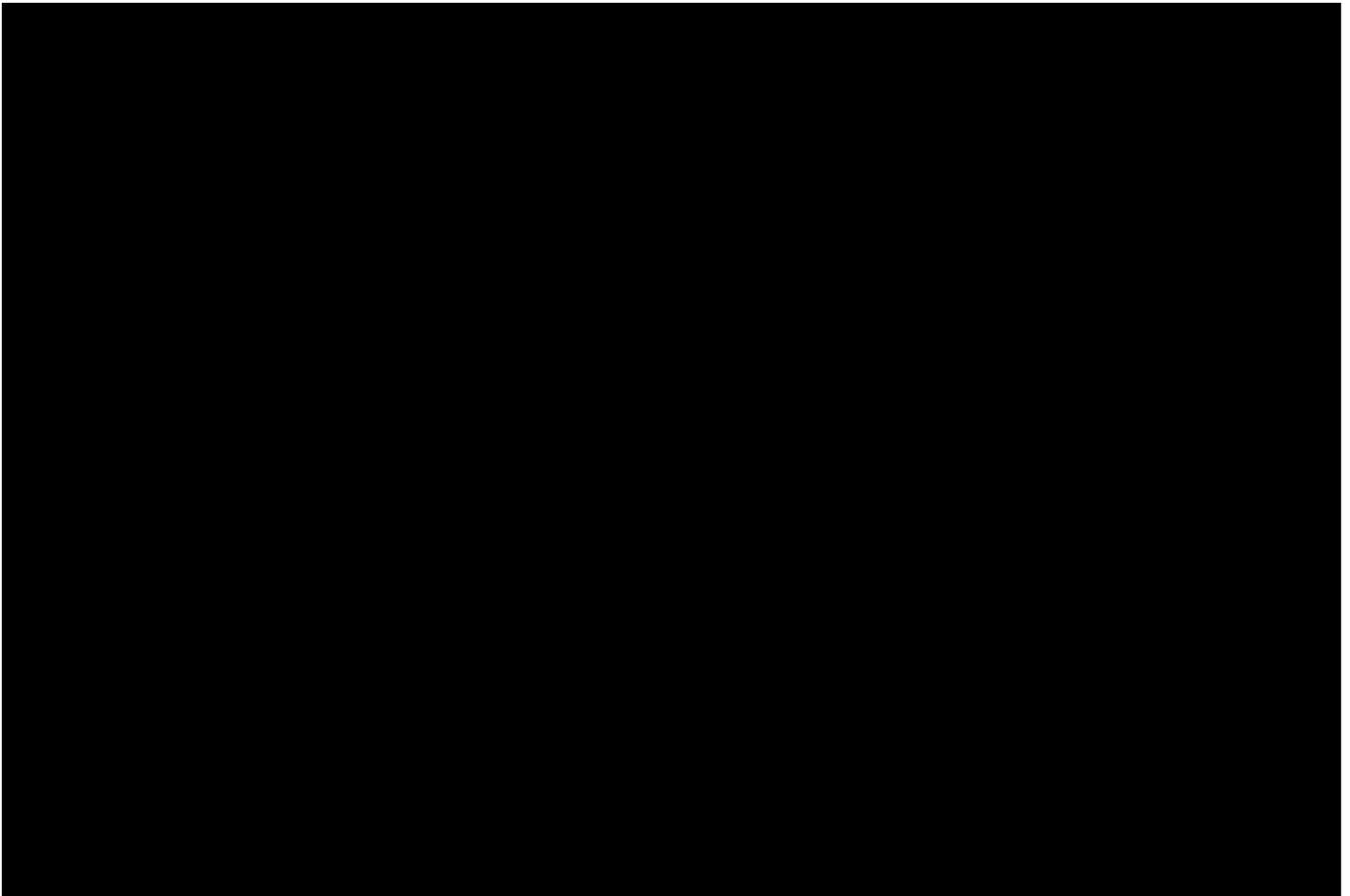
Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTSSECTION J - LIST OF ATTACHMENTS

<u>TITLE</u>	<u>DATE</u>	<u># OF PAGES</u>
Statement of Work for USNORTHCOM, JTFJ-CS (included as Section C of this solicitation)	04 Aug 04	6

<u>DOCUMENT TYPE</u>	<u>DESCRIPTION</u>	<u>PAGES</u>	<u>DATE</u>
Attachment 1	Labor Categories Definitions	24	25 OCT-2004
Attachment 2	CDRLs	3	06-AUG-2004
Attachment 3	DD 254	2	09 DEC-2004
Attachment 4	Acronym List	3	17-JUN-2004
Attachment 5	Award Fee Determination4 Plan		25 OCT-2004
Attachment 6	Fixed Price Per DPPH	3	8 DEC 2004



ATTACHMENT 4 ACRONYM LIST

ATTACHMENT 4

ACRONYM LIST

17 June 2004

AAR – After Action Report
ACCIS - Automated Command & Control Information System
ADP – Automated Data Processing
ADPE – Automated Data Process Equipment
AMHS – Automated Message Handling System
AOR – Area of Responsibility
APFT – Army Physical Fitness Test
ASOCC – Area Security Operations Command and Control System
C2 – Command and Control
C41 – Command, Control, Communications, Computers and Information
CAE – Command Assessment Team
CAMPLANS – Campaign Plans
CAT – Crisis Action Team
CBRNE - Chemical, Biological, Radiological, Nuclear, and High Yield Explosive
CCI – Controlled Cryptographic Item
CCTV – Closed Circuit TV
CDO – Command Duty Officer
CDRUSNORTHCOM – Commander United States Northern Command
CDRUSPACOM – Command United States Pacific Command
CJTF-CS – Commander Joint Task Force Civil Support
CM – Consequence Management
COMPASS – Computerized Movement Planning and Status System
COMSEC – Communication Security
CONOPS – Control Operations, Contingency Operations
CONPLANS – Contingency Plans
CONUS – Continental United States
COR – Contracting Officers Representative
COTS/GOTS – Commercial Off the Shelf/Government Off the Shelf
DCO – Defense Coordinating Officer

DMS – Defense Message System
DOD – Department of Defense
DODIIS – Department of Defense Intelligence Information System
DV – Distinguished Visitor
FRAGOS – Fragmentation Orders
FUNCPLANS - Functional Plans
GCCS – Global Command and Control System
GFP – Government Furnished Property
IAW – In Accordance With
IM – Information Management
IPB – Intelligence Preparation of the Battle Space
IPE – Individual Protective Equipment
IT – Information Technology
ITELINK – Intelligence Link
JBOC – Joint Basic Operations Course
JCSE – Joint Communications Support Element
JDISS – Joint Deployable Intelligence Support System
JELC – Joint Exercise Life Cycle
JMAO – Joint Mortuary Affairs Officer
JOC – Joint Operations Center
JOPES – Joint Planning and Execution System
JPAC – Joint Planning Augmentation Cell
JPG – Joint Planning Group
JPME – Joint Program for Military Education
JTAC – Joint Technical Augmentation Cell
JTFCS - Joint Task Force Civil Support
JTIMS – Joint Training Information Management System
JTTP – Joint Tactics Techniques and Procedures
JTTP – Joint Tactics Techniques and Procedures
JULL – Joint Uniform Lessons Learned
LAN – Local Area Network
LFA – Lead Federal Agency
LNO – Liaison Officers
MS – Microsoft
MSC – Major Subordinate Commands
MSCA – Military Support to Civil Authorities
MSEL – Master Scenario Event List

NBC – Nuclear, Biological, Chemical
NBCR – Nuclear, Biological, Chemical, and Radiological
NCO – Noncommissioned Officer
NSSE – National Special Security Events
NTE - Not to Exceed
OCONUS – Outside of the Continental United States
ODC - Other Direct Costs
ONA – Operational Net Assessment
OPCON – Operational Control
OSD – Office of the Secretary of Defense
PC – Personal Computer
PFT – Physical Fitness Training
PRT – Physical Readiness Training
RC – Reserve Component
RCERT – Regional Computer Emergency Response Team
SA – Situational Awareness
SATCOM – Satellite Communications
SCI – Sensitive Compartmentalized Information
SCIF – Sensitive Compartmented Information Facilities
SIPERNET – Secure Local Information Management System
SMS – System Management Server
TACON – Tactical Control
TACSAT – Tactical Satellite
TC- – Transportation Coordinator
TEMPEST – Electromagnetic Emissions
TPFDD – Time Phased Force Deployment Data
UHF – Ultra High Frequency
UMD – Unit Movement Data
USPACOM – United States Pacific Command
UTC – Unit Type Code
VIP – Very Important Person
VTC – Video Teleconference
WAN – Wide Area Network
WMD – Weapon of Mass Destruction

ATTACHMENT 5

Award Fee Determination Plan
25 Oct 04

1.0 INTRODUCTION

1.1 The purposes of this Award Fee Determination Plan (AFDP) are to:

1.1.1 Serve as a charter for the organizational structure required to direct and execute the contract award fee clauses,

1.1.2 Identify the functional performance areas, rating plan, and evaluation criteria/sub-criteria for monitoring, assessing, and evaluating contractor performance, and

1.1.3 Provide a consistent method for the equitable and timely determination of award fee earned.

1.2 The objectives of this AFDP are to motivate the contractor to:

1.2.1 Seek optimum contract performance,

1.2.2 Control the utilization of resources, and

1.2.3 Improve the quality and timeliness of the services rendered.

1.3 This AFDP is to be used to evaluate the contractor's level of performance in achieving the requirements of Scope of Work titled "United States Northern Command (USNORTHCOM) Joint Task Force Civil Support (JTF-CS)" and the data and reports requirements of the Contract Data Requirements List

2.0 AWARD FEE EVALUATION AREAS

2.1 Determination of award fee will be based on an evaluation of the Contractor's performance in the following areas:

2.1.1 Quality of Products. The Demonstrated ability to deliver products to meet the functional and performance specifications. Effectiveness of the Contractor in fulfilling the in process as well as the at-completion quality requirements of the contract will be evaluated. Effectiveness of the Contractor's management approach to fulfilling the quality requirements of the contract will also be considered.

2.1.2 Timeliness. Timeliness includes the meeting of milestone dates especially the meeting of milestone dates with product deliverables; the general timeliness in the conduct of the Contractor's business with the Government; the timeliness with which the Contractor communicates project information to the Government.

2.1.3 Cost and Cost Control. Cost and cost control includes the Contractor's management of resources which result in costs to the Government to include the allocation of personnel resources; the selection of people with the appropriate skills and in sufficient numbers to accomplish tasking; the selection and employment of an efficient and economical labor-capital mix; and the explanation of variance between the estimated cost and the actual cost to do a task (this will include variances in travel, materials, man-hours, and/or labor mixes).

2.1.4 Project Management. Project management includes the quality and effectiveness of supervisory management; project management will emphasize the availability of key personnel offered in the proposal to perform under the contract; responsiveness to changing circumstances; the ability to act independently; clarity and effectiveness of presentations, the effectiveness of plans for accomplishing the work required by technical direction. Also included are:

- o Excellence and efficiency in meeting the goals of the projects assigned.
- o Innovations resulting in improved response time, product delivery, or economy.
- o Flexibility of approach to accommodate changing requirements.
- o Thoroughness and quality of documentation of lessons learned.
- o Process improvement recommendations.

2.1.5 Technical Performance. Technical performance evaluation includes the items below which are applicable at various stages of the program and are applicable to any particular evaluation period:

- o Accuracy and thoroughness of requirements analysis and effectiveness in allocating resources. Effectiveness in problem anticipation and/or problem avoidance.
- o Technical excellence and efficiency in meeting all requirements; innovations resulting in improved response time, user service, or economy; flexibility of design to accommodate changing requirements; effectiveness of documentation.
- o Evaluation areas listed in paragraph 4(a) above may be deleted, modified, or supplemented provided that the Contractor is notified in writing at least ten calendar days prior to the commencement of the affected evaluation period.
- o Each area will be weighted as to its importance during the specific evaluation period. At contract award, the contractor will be provided the specific weights for the first period. Any changes to the weights will be provided in writing at least ten (10) calendar days prior to commencement of the affected evaluation period.

3.0 EVALUATION PERIODS

3.1 Performance reviews will be conducted every 90 days and evaluations conducted on a 180 day basis. The first 180-days evaluations will commence 180 days after the contract is awarded.

3.2 Latent consequences of contractor performance in prior evaluation periods which become known during the period being evaluated affect the evaluation of the period being evaluated.

4.0 RATING PLAN

ADJECTIVE RATING	PERCENTAGE RANGES OF AWARD FEE EARNED		DEFINITION
	*W/PROFIT IN FP GLC	**W/O PROFIT IN FP GLC	
EXCELLENT	80 – 90 %	90 - 100 %	The contractor's performance significantly exceeds standard and although there may be a few examples of performance only meeting standard and/or needing improvements, all of which are minor, they are more than offset by cited examples of performance significantly exceeding standard.
BETTER THAN ACCEPTABLE	70 – 79 %	80 – 89 %	The contractor's performance generally exceeds standard and more than offsets the cited examples of performance only meeting standard and/or needing improvement.

ACCEPTABLE	NO AWARD FEE	AWARD FEE NOT LESS THAN 3% OF THE AVAILABLE POOL FOR THE PERIOD	The contractor's performance meets standard with cited examples of performance exceeding standard approximately offset by cited examples of performance needing improvement.
BELOW ACCEPTABLE	NO AWARD FEE	NO AWARD FEE	The contractor's performance is significantly less than standard and although there may be a few examples of performance exceeding and/or meeting standard they are more than offset by cited examples of performance needing major improvement.

*W/PROFIT IN FP GLC – when the contractor includes profit in the unit price for the Labor CLINs (CLINs 0001, 0004, 0007, 0010, 0013, 0016, 0019, 0022, 0025, 0028, 0031, 0034, 0037, 0040, 0043, and/or 0046).

***W/O PROFIT IN FP GLC – when the contractor does not include profit in the unit price for the Labor CLINs (CLINs 0001, 0004, 0007, 0010, 0013, 0016, 0019, 0022, 0025, 0028, 0031, 0034, 0037, 0040, 0043, and/or 0046).

