

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE OF PAGES 1 88
2. CONTRACT NUMBER	3. SOLICITATION NUMBER SP3100-09-R-0010	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED DRAFT	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY Defense Distribution Center J Avenue, Bldg 404 New Cumberland, PA 17070-5000		CODE SP3100	8. ADDRESS OFFER TO (If other than Item 7)		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in SEE SECTION L until _____ local time _____ (Hour) _____ (Date)
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Gary G. Walls	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS Gary.Walls@dla.mil
		AREA CODE 717	NUMBER 770-3077	EXT.

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	<input checked="" type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	<input type="checkbox"/> CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.			17. SIGNATURE	18. OFFER DATE
			<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
PART I - THE SCHEDULE SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS					
BASE PERIOD - YEAR 1 CLIN 0001: 1 APRIL 2010 THRU 30 JUNE 2010 CLINs 0002 - 0009: 1 JULY 2010 THRU 31 MARCH 2011					
0001	Firm Fixed Price (Applicable to CLIN 0001) Phase-In Period (C-1.9)	3	Months	\$ _____	\$ _____
0002	Fixed Price Incentive Firm (Applicable to CLIN 0002) Services to Perform Distribution Operations (Unless specifically identified separately in another CLIN, this CLIN encompasses PWS Sections C-1 through C-7) Target Cost Target Profit (____% of Target Cost) Total Target Price Ceiling Price (120% of Target Cost) Share Formula: Government/Contractor Over & Under Target (%) 80/20	9	Months	\$ _____	\$ _____
0003	Firm Fixed Price (Applicable to CLIN 0003) Preventative Equipment Maintenance (C-4.5)	9	Months	\$ _____	\$ _____
0004	Cost Reimbursement (Applicable to CLINs 0004, 0005 & 0006) Unscheduled Equipment Maintenance (C-4.5.3) & Equipment Replacement EST. Cost G&A or Material Handling Rate _____ % Ceiling Price	1	LOT	\$ _____	\$ _____
0005	Equipment Replacement Costs for CLINs 0002 and 0004 EST. Cost G&A or Material Handling Rate _____ % Ceiling Price	1	LOT	\$ _____	\$ _____
0006	Material Support Costs for CLINs 0002, 0004 & 0008 EST. Cost G&A or Material Handling Rate _____ % Ceiling Price	1	LOT	\$ _____	\$ _____
0007	Travel / Training Conference (C-3.5, 4.6, and 5.12) EST. Cost G&A _____ % Ceiling Price	1	LOT	\$ _____	\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
Time and Materials (Applicable to CLIN 0008)					
0008	Special Projects (C-5.11):				
0008AA	(Rearhousing) Material Handling Laborer (C-5.11(B)(1)(a))	700	HRS	\$ _____ per hour	\$ _____
0008AB	(Rearhousing) Forklift Operator (C-5.11(B)(1)(b))	700	HRS	\$ _____ per hour	\$ _____
0008AC	(Rearhousing/Remarkng & Striping) Warehouse Specialist (C-5.11(B)(1)(c))	3600	HRS	\$ _____ per hour	\$ _____
0008AD	(ALL) Supply Technician (C-5.11(B)(1)(d))	700	HRS	\$ _____ per hour	\$ _____
0008AE	(Container Fabrication/Specialized Packaging) Woodworker (C-5.11(B)(2)(a))	700	HRS	\$ _____ per hour	\$ _____
0008AG	Material Coordinator (C-5.11(B)(2)(c))	700	HRS	\$ _____ per hour	\$ _____
	EST. Cost				\$ _____
	G&A or Material Handling				
	Rate _____ %				
	Ceiling Price	1	LOT		\$ _____
0009	Reports (C-6.6)	1	LOT		NSP
TOTAL CEILING - BASE PERIOD					\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	OPTION PERIOD ONE EFFECTIVE 1 APRIL 2011 THRU 31 MARCH 2012				
1002	Fixed Price Incentive Firm (Applicable to CLIN 1002) Services to Perform Distribution Operations (Unless specifically identified separately in another CLIN, this CLIN encompasses PWS Sections C-1 through C-7) Target Cost Target Profit (___ % of Target Cost) Total Target Price Ceiling Price (120% of Target Cost) Share Formula: Government/Contractor Over & Under Target (%) 80/20	12	Months		\$ _____ \$ _____ \$ _____ \$ _____
1003	Firm Fixed Price (Applicable to CLIN 1003) Preventative Equipment Maintenance (C-4.5)	12	Months	\$ _____	\$ _____
1004	Cost Reimbursement (Applicable to CLINs 1004, 1005 & 1006) Unscheduled Equipment Maintenance (C-4.5.3) & Equipment Replacement EST. Cost G&A or Material Handling Rate ___ % Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$ 126,300.00</u>
1005	Equipment Replacement Costs for CLINs 1002 and 1004 EST. Cost G&A or Material Handling Rate ___ % Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$ 142,000.00</u>
1006	Material Support Costs for CLINs 1002, 1004 & 1008 EST. Cost G&A or Material Handling Rate ___ % Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$ 1,188,000.00</u>
1007	Travel / Training Conference (C-3.5, 4.6, and 5.12) EST. Cost G&A or Material Handling Rate ___ % Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$ 45,000.00</u>

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008	Time and Materials (Applicable to CLIN 1008) Special Projects (C-5.11):				
1008AA	(Rewarehousing) Material Handling Laborer (C-5.11(B)(1)(a))	700	HRS	\$ _____ per hour	\$ _____
1008AB	(Rewarehousing) Forklift Operator (C-5.11(B)(1)(b))	700	HRS	\$ _____ per hour	\$ _____
1008AC	(Rewarehousing/Remarking & Striping) Warehouse Specialist (C-5.11(B)(1)(c))	3600	HRS	\$ _____ per hour	\$ _____
1008AD	(ALL) Supply Technician (C-5.11(B)(1)(d))	700	HRS	\$ _____ per hour	\$ _____
1008AE	(Container Fabrication/Specialized Packaging) Woodworker (C-5.11(B)(2)(a))	700	HRS	\$ _____ per hour	\$ _____
1008AG	Material Coordinator (C-5.11(B)(2)(c))	700	HRS	\$ _____ per hour	\$ _____
	EST. Cost				\$ _____
	G&A or Material Handling				\$ _____
	Rate _____ %				\$ _____
	Ceiling Price	1	LOT		\$ _____
1009	Reports (C-6.6)	1	LOT		NSP
	TOTAL CEILING PRICE - OPTION PERIOD ONE				\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	OPTION PERIOD TWO EFFECTIVE 1 APRIL 2012 THROUGH 31 MARCH 2013				
2002	Fixed Price Incentive Firm (Applicable to CLIN 2002) Services to Perform Distribution Operations (Unless specifically identified separately in another CLIN, this CLIN encompasses PWS Sections C-1 through C-7) Target Cost Target Profit (___ % of Target Cost) Total Target Price Ceiling Price (120% of Target Cost) Share Formula: Government/Contractor Over & Under Target (%) 80/20	12	Months		\$ _____ \$ _____ \$ _____ \$ _____
2003	Firm Fixed Price (Applicable to CLIN 2003) Preventative Equipment Maintenance (C-4.5)	12	Months	\$ _____	\$ _____
2004	Cost Reimbursement (Applicable to CLINs 2004, 2005, 2006 & 2007) Unscheduled Equipment Maintenance (C-4.5.3) & Equipment Replacement EST. Cost G&A or Material Handling Rate _____ % Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$ 131,000.00</u>
2005	Equipment Replacement Costs for CLINs 2002 & 2004 EST. Cost G&A or Material Handling Rate _____ % Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$ 246,000.00</u>
2006	Material Support Costs for CLINs 2002, 2004 & 2008 EST. Cost G&A or Material Handling Rate _____ % Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$1,202,000.00</u>
2007	Travel / Training Conference (C-3.5, 4.6, and 5.12) EST. Cost G&A or Material Handling Rate _____ % Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$ 45,000.00</u>

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008	Time and Materials (Applicable to CLIN 2008)				
	Special Projects (C-5.11):				
2008AA	(Rewarehousing) Material Handling Laborer (C-5.11(B)(1)(a))	700	HRS	\$ _____ per hour	\$ _____
2008AB	(Rewarehousing) Forklift Operator (C-5.11(B)(1)(b))	700	HRS	\$ _____ per hour	\$ _____
2008AC	(Rewarehousing/Remarking & Striping) Warehouse Specialist (C-5.11(B)(1)(c))	3600	HRS	\$ _____ per hour	\$ _____
2008AD	(ALL) Supply Technician (C-5.11(B)(1)(d))	700	HRS	\$ _____ per hour	\$ _____
2008AE	(Container Fabrication/Specialized Packaging) Woodworker (C-5.11(B)(2)(a))	700	HRS	\$ _____ per hour	\$ _____
2008AG	Material Coordinator (C-5.11(B)(2)(c))	700	HRS	\$ _____ per hour	\$ _____
	EST. Cost				\$ _____
	G&A or Material Handling				\$ _____
	Rate _____ %				\$ _____
	Ceiling Price	1	LOT		\$ _____
2009	Reports (C-6.6)	1	LOT		NSP
TOTAL CEILING PRICE - OPTION PERIOD TWO					\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	OPTION PERIOD THREE EFFECTIVE 1 APRIL 2013 THRU 31 MARCH 2014				
3002	Fixed Price Incentive Firm (Applicable to CLIN 3002) Services to Perform Distribution Operations (Unless specifically identified separately in another CLIN, this CLIN encompasses PWS Sections C-1 through C-7) Target Cost Target Profit (___ % of Target Cost) Total Target Price Ceiling Price (120% of Target Cost) Share Formula: Government/Contractor Over & Under Target (%) 80/20	12	Months		\$ _____ \$ _____ \$ _____ \$ _____
3003	Firm Fixed Price (Applicable to CLIN 3003) Preventative Equipment Maintenance (C-4.5)	12	Months	\$ _____	\$ _____
3004	Cost Reimbursement (Applicable to CLINs 3004, 3005, 3006 & 3007) Unscheduled Equipment Maintenance (C-4.5.3) & Equipment Replacement EST. Cost G&A or Material Handling Rate _____ % Ceiling Price				\$ _____ \$ _____ \$ 136,000.00
3005	Equipment Replacement Costs for CLINs 3002 & 3004 EST. Cost G&A or Material Handling Rate _____ % Ceiling Price				\$ _____ \$ _____ \$ 172,000.00
3006	Material Support Costs for CLINs 3002, 3004 & 3008 EST. Cost G&A or Material Handling Rate _____ % Ceiling Price				\$ _____ \$ _____ \$ 1,210,000.00
3007	Travel / Training Conference (C-3.5, 4.6, and 5.12) EST. Cost G&A or Material Handling Rate _____ % Ceiling Price				\$ _____ \$ _____ \$ 50,000.00

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3008	Time and Materials (Applicable to CLIN 3008)				
	Special Projects (C-5.11):				
3008AA	(Rewarehousing) Material Handling Laborer (C-5.11(B)(1)(a))	700	HRS	\$ _____ per hour	\$ _____
3008AB	(Rewarehousing) Forklift Operator (C-5.11(B)(1)(b))	700	HRS	\$ _____ per hour	\$ _____
3008AC	(Rewarehousing/Remarking & Striping) Warehouse Specialist (C-5.11(B)(1)(c))	3600	HRS	\$ _____ per hour	\$ _____
3008AD	(ALL) Supply Technician (C-5.11(B)(1)(d))	700	HRS	\$ _____ per hour	\$ _____
3008AE	(Container Fabrication/Specialized Packaging) Woodworker (C-5.11(B)(2)(a))	700	HRS	\$ _____ per hour	\$ _____
3008AG	Material Coordinator (C-5.11(B)(2)(c))	700	HRS	\$ _____ per hour	\$ _____
	EST. Cost				\$ _____
	G&A or Material Handling				\$ _____
	Rate _____ %				\$ _____
	Ceiling Price	1	LOT		\$ _____
3009	Reports (C-6.6)	1	LOT		_____ NSP
TOTAL ESTIMATED PRICE - OPTION PERIOD THREE					\$ _____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	OPTION PERIOD FOUR EFFECTIVE 1 APRIL 2014 THRU 31 MARCH 2015				
4002	Fixed Price Incentive Firm (Applicable to CLIN 4002) Services to Perform Distribution Operations (Unless specifically identified separately in another CLIN, this CLIN encompasses PWS Sections C-1 through C-7) Target Cost Target Profit (___ % of Target Cost) Total Target Price Ceiling Price (120% of Target Cost) Share Formula: Government/Contractor Over & Under Target (%) 80/20	12	Months		\$ _____ \$ _____ \$ _____ \$ _____
2003	Firm Fixed Price (Applicable to CLIN 4003) Preventative Equipment Maintenance (C-4.5)	12	Months	\$ _____	\$ _____
4004	Cost Reimbursement (Applicable to CLINs 4004, 4005, 4006 & 4007) Unscheduled Equipment Maintenance (C-4.5.3) & Equipment Replacement EST. Cost G&A or Material Handling Rate _____ % Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$ 142,000.00</u>
4005	Equipment Replacement Costs for CLINs 4002 & 4004 EST. Cost G&A or Material Handling Rate _____ % Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$ 130,000.00</u>
4006	Material Support Costs for CLINs 4002, 4004 & 4008 EST. Cost G&A or Material Handling Rate _____ % Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$ 1,241,000.00</u>
4007	Travel / Training Conference (C-3.5, 4.6, and 5.12) EST. Cost G&A or Material Handling Rate _____ % Ceiling Price	1	LOT		\$ _____ \$ _____ <u>\$ 50,000.00</u>
PREVIOUS EDITION USABLE	36-109			STANDARD FORM 36 (REV.10-83) Prescribed by GSA FAR (48 CFR) 53.111	

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008	Time and Materials (Applicable to CLIN 3008)				
	Special Projects (C-5.11):				
4008AA	(Rearhousing) Material Handling Laborer (C-5.11(B)(1)(a))	700	HRS	\$ _____ per hour	\$ _____
4008AB	(Rearhousing) Forklift Operator (C-5.11(B)(1)(b))	700	HRS	\$ _____ per hour	\$ _____
4008AC	(Rearhousing/Remarking & Striping) Warehouse Specialist (C-5.11(B)(1)(c))	3600	HRS	\$ _____ per hour	\$ _____
4008AD	(ALL) Supply Technician (C-5.11(B)(1)(d))	700	HRS	\$ _____ per hour	\$ _____
4008AE	(Container Fabrication/Specialized Packaging) Woodworker (C-5.11(B)(2)(a))	700	HRS	\$ _____ per hour	\$ _____
4008AG	Material Coordinator (C-5.11(B)(2)(c))	700	HRS	\$ _____ per hour	\$ _____
	EST. Cost G&A or Material Handling Rate _____ % Ceiling Price				
		1	LOT		\$ _____
4009	Reports (C-6.6)	1	LOT		NSP
	TOTAL CEILING PRICE- OPTION PERIOD FOUR				\$ _____
	TOTAL CEILING PRICE FOR BASE AND OPTIONS				\$ _____

SECTION B INSTRUCTIONS

This is a Fixed Price Incentive Firm (FPIF) Target Fee hybrid type contract, with four (4) one (1) year options.

FIRM FIXED PRICE ARRANGEMENT – CLINs 0001, X003: Shall be paid on firm-fixed price per month basis. Shall be invoiced in accordance with SECTION G, G.03 INVOICING INSTRUCTIONS.

FIXED PRICE INCENTIVE FIRM TARGET FEE PRICING ARRANGEMENT - CLINs X002: Shall be invoiced in accordance with SECTION G, G.03 INVOICING INSTRUCTIONS. Also, see SECTION I, FAR 52.216-16 -- Incentive Price Revision -- Firm Target (Oct 1997) Alternate I (Apr 1984).

Solicitation Instructions: Offeror shall insert Target Cost and complete Target Profit, Total Target Price, and Ceiling Price based upon Government provided percentages.

COST REIMBURSEMENT PRICING ARRANGEMENT - CLINs X004, X005, X006, X007: The Contractor shall be reimbursed for actual cost and G&A or Material Handling only. No fee shall be applied. Shall be invoiced in accordance with SECTION G, G.03 INVOICING INSTRUCTIONS.

Solicitation Instructions:

Offeror shall transpose their Not-to-Exceed cost developed in the cost proposal spreadsheets (see Section L). Government has provided an estimated cost in these spreadsheets. Offerors shall apply only their G&A or Material Handling Rate to this estimated cost to arrive at the Not-to-Exceed amount input in Section B. No fee shall be applied.

TIME AND MATERIAL PRICING ARRANGEMENT – CLINs X008: Shall be invoiced in accordance with SECTION G, G.03 INVOICING INSTRUCTIONS.

Solicitation Instructions: Offeror shall insert hourly rates for each SubCLIN utilizing position descriptions and potential work as detailed in Section C-5.11. Hourly rates must match those detailed on cost proposal spreadsheets developed in response to Section L requirements. Offerors shall insert the amount of the proposed rate multiplied by the Government provided hours in the column entitled “Amount”. Offerors shall sum all SubCLINs to arrive at the Not-To-Exceed amount. This amount shall be entered in the “Amount” column.

CLINs X009: Reporting requirements. Not Separately Priced (NSP).

Solicitation Instructions: Offeror shall enter Total Ceiling Price for Base and each Option year.

Competition in Supplies: Contractor shall obtain competition for items purchased over \$3,000.00 for which reimbursement will be sought under this contract. The government reserves the right to audit all purchase records during the period of performance of the contract to determine if adequate competition is being sought for purchases over \$3,000.00

END OF SECTION B

SECTION C – DESCRIPTION/SPECS/WORK STATEMENT

See Section J – List of Attachments, Attachment J.3, Section C – Performance Work Statement (PWS).

END OF SECTION C

DRAFT

SECTION D – PACKAGING AND MARKING

No Applicable Clauses

END OF SECTION D

DRAFT

SECTION E - INSPECTION AND ACCEPTANCE

CLAUSE(S) INCORPORATED BY REFERENCE

Clause(s) Applicable to Firm-Fixed-Price CLINs (0001, X002, and X003)

	FAR CLAUSE	TITLE	DATE
E-1	52.246-4	Inspection of Services – Fixed Price	AUG 1996

Clause(s) Applicable to Cost Reimbursement CLINs (X004, X005, X006 and X007)

	FAR CLAUSE	TITLE	DATE
E-2	52.246-5	Inspection of Services – Cost-Reimbursement	APR 1984

Clause(s) Applicable to Time and Material CLINs (X008)

	FAR CLAUSE	TITLE	DATE
E-3	52.246-6	Inspection of Services – Time-and Material and Labor Hour	MAY 2001

Clause(s) Applicable to All CLINs

	DFARS CLAUSE	TITLE	DATE
E-4	252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSE(S) INCORPORATED BY FULL TEXT

Clause(s) Applicable to all CLINs

E-5 DDC 52.246-9W43 -- Quality/Performance Evaluation (AUG 2008)

The Government will use a Quality Assurance Surveillance Plan (QASP) developed by the COR to monitor compliance with contract terms and conditions, identify nonconforming services to determine appropriate action under the Inspection of Services and Termination for Default contract clauses. This plan sets forth the method and manner by which the Government intends to conduct surveillance of work under the contract, and is subject to the unilateral change by the Government without modification of the contract. All work required by the contract is subject to surveillance whether or not specifically included in the plan.

When the Contractor's performance fails to meet a contract requirement, such as an Acceptable Performance Level (APL), and is clearly the fault of the Contractor, the COR will prepare a Contract Discrepancy Report (CDR) and forward it to the KO to issue to the Contractor. In response to the CDR, the Contractor shall explain within seven (7) working days, in writing, why performance was unacceptable, how performance will be returned to acceptable levels and how recurrence of the problem will be prevented in the future. The KO will evaluate the Contractor's response and determine the appropriate action.

(End of Clause)

END OF SECTION E

SECTION F - DELIVERIES OR PERFORMANCE

CLAUSE(S) INCORPORATED BY REFERENCE

Clause(s) Applicable to All CLINs

	FAR CLAUSE	TITLE	DATE
F-1	52.242-15	Stop Work Order Alternate 1	AUG 1989 APR 1984
F-2	52.247-34	F.O.B. Destination	NOV 1991
F-3	52.247-55	F.O.B. Point For Delivery of Government-Furnished Property	JUN 2003

F-4 Period of Performance

Services shall be performed as prescribed by the Performance Work Statement – Section C.

1. Base Period – effective date of contract for a period of 12 months.
2. Option Period One – if exercised, 12 months from effective date until 12 months thereafter.
3. Option Period Two – if exercised, 24 months from effective date until 12 months thereafter.
4. Option Period Three – if exercised, 36 months from effective date until 12 months thereafter.
5. Option Period Four – if exercised, 48 months from effective date until 12 months thereafter.

(End of Text F-4)

END OF SECTION F

SECTION G - CONTRACT ADMINISTRATION DATA

ACCOUNTING AND APPROPRIATION DATA

Period of Performance	Accounting Line	BOSS Financial Document Number	Dollar Amount
Base Year	To be inserted at time of award	To be inserted at time of award	To be inserted at time of award

CLAUSE(S) INCORPORATED BY REFERENCE

Clause(s) Applicable to All CLINs

	DFAR CLAUSE	TITLE	DATE
G-1	252.204-7006	Billing Instructions	OCT 2005

CLAUSE(S) INCORPORATED BY FULL TEXT

Clause(s) Applicable to All CLINs

G-2 DDC 52.201-9W26 --Designation of COR/Alternate COR (AUG 2008)

(a) The Contracting Officer (KO) will designate a COR/Alternate COR for this contract in writing prior to performance. The COR/Alternate COR is responsible for monitoring progress and overall management of Contractor performance hereunder. In no event, however, shall any understanding or agreement, modification, change order, or other matter deviating from the terms of subject contract between the Contractor and any person other than the KO be effective or binding upon the Government, unless formalized by proper contractual documents executed by the KO prior to completion of this contract.

(b) On all matters that pertain to contract terms, the Contractor shall contact the KO. When, in the opinion of the Contractor, the COR/Alternate COR requests effort outside the existing scope of the order or contract, the Contractor shall promptly notify the KO in writing. The Contractor under such request shall take no action unless authorized by the KO that the request is within the scope of the contract or the KO has issued a contractual modification.

(End of Clause)

G-3 DDC 52.232-9W10 -- Instructions for Payment by DFAS (JUN 2007)

This contract/order will be paid by DFAS.

Invoices for supply contracts shall be submitted at time goods are shipped.

Invoices for service contracts shall be submitted in accordance with instructions provided in the contract/order.

At a minimum, each invoice shall include the following information:

- Contractor name, address, and CAGE code
- Invoice date and invoice number
- Contract number/order number
- Contract Line Item Numbers (CLINs) with corresponding BOSS document numbers
- CLIN description, quantity, unit of measure, unit price and extended total prices
- Additional information required by the Prompt Payment Act at FAR 52.232-25

Unless indicated elsewhere in this contract/order, invoices shall be faxed or emailed to the contract specialist identified on page 1 of this document in the block titled "Administered by".

In accordance with the Prompt Payment Act (FAR 52.232-25), payment will normally be made within thirty (30) days after receipt of proper invoice or acceptance of supplies/services, whichever is later. All inquiries regarding payments shall be directed to:

DFAS - ATTN: DFAS-CVDAAD/CO
P.O. Box 369016
Columbus, OH 43236-9016
email: DFAS-CO_LC@dfas.mil
Phone: 800-756-4571 - select option 2 and then option 2.

Check payment status on the web at www.dod.mil/dfas under "Money Matters."
(End of Clause)

G-4 DDC 52.232-9W32 -- Invoicing Instruction (AUG 2008)

- (a) Invoices shall be submitted not later than the fifth (5th) working day after the end of the previous month. The amount claimed to be due shall be indicated for the Contract and Contract Line Item Numbers (CLINs) and Sub CLINs. The public voucher and Standard Form 1034 shall be used to document each invoice.
- (b) Firm Fixed Price CLINs 0001, 0003, 1003, 2003, 3003 and 4003 shall be paid at the unit price on a monthly basis.
- (c) Fixed Price Incentive Firm (FPIF) Target Fee CLINs 0002, 1002, 2002, 3002 and 4002 shall be paid at the unit price of the Total Target Price on a monthly basis. The Contractor shall submit a monthly report as identified in C-6.6.1, Monthly Reports, Report Number 009, CLIN X002 Monthly Report. At the end of the performance period, the Government and Contractor shall negotiate the Total Target Price in accordance with SECTION I, FAR 52.216-16 -- Incentive Price Revision -- Firm Target (Oct 1997) and Alternate I (Apr 1984).
- (d) Reimbursement requests for Labor Hours under CLINs 0004, 1004, 2004, 3004, 4004, 0008, 1008, 2008, 3008, and 4008 shall be fully documented with Contractor payroll records showing name, labor category, labor rate, and hours worked or evidence of payments to subcontractors to support the hours claimed for the Labor CLINs using the report format in Section C-6.6.1, Monthly Reports, Report Number 090, CLIN X004, X006, and X008 Monthly Report.
- (e) Reimbursement requests for material support costs and equipment replacement under CLINs 0005, 1005, 2005, 3005, 4005, 0006, 1006, 2006, 3006, and 4006, shall be completely separated according to CLIN using the report format in Section C-6.6.1, Monthly Reports, Report Number 011, CLINs X005, X006 Monthly Report. Documentation shall be provided which fully supports the amount claimed for payment IAW FAR 31.205 such as paid receipts for materials purchased, copies of quotes obtained, etc. The Government will reimburse the Contractor for actual costs. The Contractor may include General and Administrative (G&A) or Material Handling expense IAW the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.
- (f) Reimbursement requests for travel/training under CLINs 0007, 1007, 2007, 3007 and 4007 shall be completely separated according to CLIN using the report format in Section C-6.6.1, Monthly Reports, Report Number 010, CLIN X004, X005, X006 and X007 Monthly Report. Documentation shall be provided which fully supports the amount claimed for payment IAW FAR 31.205 such as paid receipts for travel costs, detailed per diem statements IAW the Joint Travel Regulations, etc. The Government will reimburse the Contractor for actual costs. The Contractor may include General and Administrative (G&A) expense IAW the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.
- (g) Two (2) copies of each invoice shall be forwarded to the COR for certification and one (1) copy of each invoice shall be forwarded to the Contract Specialist administering the contract for

the contract file. The COR will be responsible to indicate the date received and the date accepted, and process within five (5) working days. Upon acceptance/approval, the COR will forward to the appropriate Defense Contract Audit Agency, (DCAA) for review and approval. Upon acceptance/approval, DCAA shall forward the invoice to the appropriate Defense Finance and Accounting Services (DFAS) office as indicated on the Standard Form 33 of the contract for payment and will also forward an information copy to the DDC Contract Specialist.

(h) In addition to the requirements of FAR 52.232-25, Prompt Payment, submissions of invoices shall include the following information:

1. Contract CLIN or SubCLIN for each item invoiced.
2. BOSS Financial Document Number (to be supplied to contractor at time of award).
3. The following Monthly Reports shall be attached:
 - a. Labor Costs Monthly Report, Report Number 007, Section C-6.6.1
 - b. Support/Material Support Costs Monthly Report, Report Number 008, Section C-6.6.1

4. Contract Number, Delivery Order Number and/or Modification Number.

5. Description of work.

6. A certificate of performance, stating:

“This is to certify that the services set forth herein were performed during the period stated on this contract/order.”

Contractor’s Authorized Representative

Date

7. A certificate for the COR’s signature stating:

“I certify that the labor charges and other costs specified herein are reasonable and accurately reflect the work accomplished by the contractor on this contract.”

(COR Signature)

(Date)

The Contractor’s final invoice shall be identified as such, and shall list all other invoices previously tendered under this contract.

(End of Clause)

G-5 DDC 52.232-9W33 -- Payment, Selected Items of Cost Reimbursement Contracts (AUG 2008)

Travel Costs

(1) Air: The Contractor shall be reimbursed for the actual cost of transportation via air, provided, such costs are the lowest customary standard, coach, or equivalent airfare offered during normal business hours, unless higher fares are justified in accordance with FAR 31.205-46(d).

(2) Privately Owned Conveyance: Reimbursement for the use of privately owned conveyance by the Contractor’s personnel will be at the mileage rate specified in the Joint Travel Regulations plus all necessary tolls when such travel is necessary for performance under this contract and does not constitute non-reimbursable travel as defined below.

(3) Auto Rental: Reimbursement for the use of rental cars (most economical class available consistent with the need) by the Contractor's personnel will be at actual cost.

(4) Other Public Transportation: The use of other public transportation (Coach/Economy) by the Contractor's personnel will be reimbursed at actual cost.

Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience, daily travel to and from the designated work site.

Substantiation of Costs: The Contractor shall submit a summary by trip of actual costs incurred for authorized travel. In no event will reimbursement exceed the published rates of common carriers unless justified and approved in advance by the Contracting Officer.

Personnel in Travel Status: For personnel on official travel status (i.e. travel required for performance of this contract and authorized by the Contracting Officer or the Contracting Officer's Representative (COR)), travel shall be considered at time of performance under the contract. However, such reimbursement shall not exceed eight (8) labor hours per individual while in travel status during one (1) calendar day nor shall travel outside regular duty hours be reimbursed except: when travel involves the performance of work while traveling, is carried out under arduous conditions, or results from an event that could not be scheduled or controlled administratively by either the Contractor or Government.

Per Diem

Expenses for subsistence and lodging shall be reimbursed to the Contractor only to the extent where overnight stay is necessary and authorized by the Contracting Officer for performance under this contract. Incurred costs shall be considered to be reasonable and allowable only to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the Federal Travel Regulations, Joint Travel Regulations and Standardized Regulations set forth in FAR 31.205-46(a)(2).

Cost of Materials

The cost of materials furnished or used under this contract shall be reimbursed in accordance with paragraph (b) of the clause entitled, "Allowable Cost and Payment (FAR 52.216-07)" for cost reimbursement contracts or "Payments under Time-and-Material/Labor Hour Contracts" (FAR 52.232-07) for time-and-material or labor hour contracts. Expendable material costs for items such as office supplies, report paper, etc and tools of the trade shall be considered to be included in the contractor's indirect cost pools. The Contractor shall be required to support all material costs claimed.

Credits

The Contractor shall insure that any credits for future travel, free travel, free gifts or rebates on current travel offered by airlines or car rental agencies as part of frequent traveler or similar promotional programs, that are accrued as a result of travel necessary for performance under the contract, shall be conveyed to the Government.

(End of Clause)

G-6 DDC 52.242-9W01 – Contractor Performance Assessment Reporting System (CPARS) Requirements (MAY 2008)

(a) The contractor, in performing this contract, will be subject to a past performance assessment in accordance with FAR 42.15 and the Contractor Performance Assessment Reporting System (CPARS) Guide at <http://www.cpars.navy.mil/cparsfiles/pdfs/navycparsmanual.pdf>. All information contained in the assessment may be used by the Government, within the limitations of

FAR 42.15, for future source selections in accordance with FAR 15.304 where past performance is an evaluation factor. Assessments will be conducted as prescribed by CPARS guidance.

(b) The contractor will be provided with a copy of the assessment. The contractor will have 30 calendar-days to submit comments, additional information, or rebut statements if warranted or desired. The contractor must strictly control access to the assessment while in the Contractor's possession and must ensure that the assessment is never released to persons or entities outside of the contractor's control. After receipt of Contractor's comments or expiration of the 30 day comment period, whichever occurs first, and depending on the Contractor's response the Government will:

(i) If no comments are received; close the CPAR by the Assessing Official Rep and Reviewing Official

(ii) If the Contractor concurs with the assessment; accept/update and close the CPAR and forward comments to all reviewers

(iii) If Contractor does not concur with the assessment, coordinate a final response with Reviewing Official, Assessing Official Representative, and Assessing Official.

(iv) Enter the final government response and close CPARS.

After completion of one of the appropriate actions, the Assessing Official will notify all individuals that the report is complete. The assessment is considered complete when signed by the Assessing or Reviewing Official.

The official responsible for the corporate operating unit being assessed can submit a written request to receive a copy of the completed CPARS assessment. The assessment is not subject to the Disputes clause of the contract, nor is it subject to appeal beyond the review and comment procedures described above and in the CPARS Guide. Refer to <http://www.cpars.csd.disa.mil/> for details and additional information related to CPARS, CPARS user access (which includes obtaining a PKI certificate), how contract performance assessments are conducted, and how contractors participate.

(End of Clause)

G-7 DDC 52.242-9W38 -- Post Award Conference (AUG 2008)

If required, the successful offeror shall attend a post-award conference prior to commencement of the phase-in period. The purpose of the conference is to highlight essential contract requirements, coordinate implementation timelines and answer any questions the Contractor may have prior to commencement of work. During the period between the award and the conference, the Contractor shall submit questions in writing to the Contracting Officer (KO). The KO will arrange with the Contractor as to the time, date, and location of the conference.

(End of Clause)

G-8 DDC 52.242-9W39 -- Contract Administration Plan (AUG 2008)

In order to expedite administration of this contract, the following delineation of functions is provided. The individual/position designated as having responsibility should be contacted for any questions, clarifications, or information regarding the administration function specified. The names, addresses and phone numbers for these individuals or offices are as follows:

Procuring Contracting Officer (PCO):

Name: Margaret K. Ross

Address: Defense Distribution Center
2001 Mission Drive, Bldg 404
DDC-J7 AB
New Cumberland, PA 17070-5000
Code: DDC-J7 AB
Phone: (717)770-6611

Paying Office:

Name: [TO BE SPECIFIED IN CONTRACT AWARD.]

Address

Phone:

Primary Contracting Officer's Representative (COR):

Name: [TO BE SPECIFIED IN CONTRACT AWARD.]

Address

Phone:

Alternate Contracting Officer's Representative (ACOR):

Name: [TO BE SPECIFIED IN CONTRACT AWARD.]

Address

Phone:

(a) Procuring Contracting Officer (PCO) should be contacted for general information and shall perform the following functions:

- (1) Designates the COR. NOTE: COR authority is not redelegable.
- (2) Provide administrative changes to the contract administration plan.
- (3) Maintains the official contract file, ensuring contract ceiling is not exceeded.
- (4) Issues technical instructions, ensuring that each technical instruction is within the scope of the contract.

(b) Paying Office should be contacted for inquiries/information with regard to payment of those vouchers approved by the PCO.

(c) Contracting Officer's Representative (COR) should be contacted for inquiries/information pertaining to the following functions:

- (1) The COR will act as the Contracting Officer's Representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not a Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or modifications).
- (2) Technical advice regarding estimated level of effort and labor mix and/or the cost and need for materials, travel, equipment, etc. for each delivery order and any modifications.
- (3) Reports on the contractor's performance and lessons learned.
- (4) Certification of the Certificate of Performance/invoice.
- (5) Inspection and/or acceptance of the services/deliverables as the official Government representative.

(d) In the event that the COR named above is absent due to leave, illness or official business, all responsibilities and functions assigned to the COR will be the responsibility of the Alternate COR (ACOR).

It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract; therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, any effort outside the existing scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action must be taken by the contractor unless the PCO has issued a contractual change.

(End of Clause)

END OF SECTION G

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

CLAUSE(S) INCORPORATED BY FULL TEXT

Clause(s) Applicable to All CLINs

H-1 DLAD 52.204-9003 -- Vendor Security Requirements (JUN 2008)

(a) Work to be performed under this contract/task order may, in full or in part, be performed at the Defense Logistics Agency (DLA) HQ or other field activity office(s), i.e., physical access to a Federally-controlled facility. DLA and its field activity offices require all contractor personnel working on the Federally-controlled facility to have a favorably adjudicated National Agency Check (NAC) prior to beginning work on a contract. Additionally, in accordance with Department of Defense (DoD) 5200.2-R, DoD Personnel Security Programs, and Defense Logistics Agency Regulation (DLAR) 5200.11, DLA Personnel Security Program, all DoD consultants and contractor personnel who have access to Federally-controlled information systems must be assigned to positions which are designated at one of three sensitivity levels, IT-I, IT-II, or IT-III. These designations equate to Critical Sensitive, Non-Critical Sensitive, and Non-sensitive, all of which require performance of a NAC. (Note: Non-Critical Sensitive -IT 2 now requires a National Agency Check with Law and Credit (NACLIC) and Critical Sensitive - IT I require Single Scope Background Investigation (SSBI))

(b) At the option of the Government, previously completed security investigations may be accepted in lieu of new investigations if determined to be essentially equivalent in scope to the required NAC. The length of time elapsed since the previous investigation will also be considered in determining whether a new investigation is warranted. In order to assist the Government in making this determination, the contractor must provide the following information to the contracting officer immediately upon receipt of the contract. This information must be provided for each contractor employee who will perform work on a Federally-controlled facility and/or will require access to Federally-controlled information systems:

- (1) Full name, with middle initial
- (2) Social Security Number
- (3) Citizenship status
- (4) Date of Birth
- (5) Place of Birth
- (6) Proof of the individual's favorably adjudicated background investigation or NAC, consisting of identification of the type of investigation performed, date of the favorable adjudication, and name of the agency that performed the investigation.
- (7) Company name and address
- (8) Company phone and fax numbers
- (9) Company email address
- (10) Location of on-site workstation or phone number if off-site (if known prior to award)
- (11) Delivery order or contract number and expiration date
- (12) Name of contracting officer

(c) The Government will notify the contractor as soon as a determination is made regarding acceptance of the previous investigation. If a new investigation is deemed necessary, the contractor will be notified of such by the contracting officer or contracting officer's representative (CO/COR). It is the contractor's responsibility to ensure that adequate information is provided and that each contractor employee completes the appropriate paperwork in order to begin the investigation process. The contractor shall submit each request for investigation, through the CO/COR, to the DLA site Security Office. Requests shall include:

(1) Electronic Personnel Security Questionnaire (EPSQ) (SF 85P, Questionnaire for Public Trust Positions). This form, as well as instructions for completion, is available at www.dss.mil.)

(2) Fingerprint Card, (DD Form 258); the DLA site Security Office will perform all fingerprinting.

(3) Proof of Citizenship (birth certificate or passport are acceptable, and must be the original or a certified copy.)

(4) Appropriate documentation from the Immigration and Naturalization Service if the applicant is a foreign national.

Required documentation, set forth above, must be provided to the DLA site Security Office at the time of fingerprinting.

(d) Upon completion of the NAC, results will be forwarded to DLA HQ Command Security, Personnel Security Division (DSS-SC) for review and determination regarding the applicant's suitability to occupy the specified position in performance of the DLA contract. Contractor personnel shall not commence work on this effort until the NAC has been favorably adjudicated. Results of investigations now go to DISCO, not DES-SC.

(e) A waiver to allow assignment of an individual to commence work prior to completion of the NAC investigation may be granted in emergency situations when it is determined that a delay would be harmful to national security. A request for waiver will be considered only after the Government is in receipt of the individual's completed forms. The DLA site Security Office and the contracting officer reserve the right to determine whether a waiver request will be forwarded for processing. The individual requesting the waiver may not be assigned to a position, e.g., physically work at the Federally-controlled facility and/or be granted access to Federally-controlled information systems, until the waiver has been granted.

(f) The requirements of this clause apply to the prime contractor and any subcontractors the prime contractor may employ during the course of this contract, as well as any temporary employees that may be hired by the contractor. The Government retains the right to request removal of contractor personnel, regardless of prior clearance or adjudication status whose actions, while assigned to this contract, are deemed to conflict with the interests of the Government. The reason for removal shall be fully documented in writing by the contracting officer. When and if such removal occurs, the contractor shall assign qualified personnel, with the required NAC, to any vacancy thus created.

(g) All contractor personnel who are granted access to Government Federally-controlled information systems shall observe all local automated information system (AIS) security policies and procedures as provided by the DLA site Information Systems Security Officer. Violations of local AIS security policy, such as password sharing, performing personal work, file access violations, or browsing files outside the scope of the contract, will result in removal of the employee from Government property and referral to the contractor for appropriate disciplinary action. Actions taken by the contractor in response

to a violation will be evaluated and will be reflected in the contractor's performance assessment for use in making future source selection decisions. In addition, based on the nature and extent of any violations of AIS security policy, the Government will consider whether it needs to pursue any other actions under the contract such as a possible termination.

(h) The contractor is required to obtain a Common Access Card in accordance with procedures established at the DLA HQ or field activity office.

(i) When a contractor employee is removed from the contract, the contractor shall provide an appropriately trained substitute who has met the NAC requirements of this clause. The substitute may not begin work on the contract without written documentation, signed by the contracting officer, stating that the new employee has met one of the criteria set forth in paragraphs (b), (c), or (e) of this clause, i.e., acceptance of a previously completed security investigation, satisfactory completion of a new investigation, or a waiver allowing work to begin pending completion of an investigation. Individuals removed from this contract as a result of a violation of local AIS security policy are removed for the duration of the contract.

(j) The contractor shall notify the contracting officer in writing, within 12 hours, when an employee working on this contract resigns, is reassigned, terminated or no longer requires admittance to the Federally-controlled facility or access to Federally-controlled information systems.

(k) These vendor security requirements do not excuse the contractor from meeting the delivery schedule set forth in the contract, or waive the delivery schedule in any way. Contractor shall meet the required delivery schedule unless the contracting officer grants a waiver or extension.

(End of Clause)

H-2 DLAD 52.237-9001 -- Contractor Personnel Changes and Key Personnel Requirements (APR 2008)

1. Contractor Personnel Changes:

(a) The contractor shall have the right to remove his personnel assigned to perform the tasks hereunder and to substitute other qualified personnel provided that the Contracting Officer is notified of (and in certain circumstances approves) such removal and replacement. The contractor shall notify the Contracting Officer prior to such change, giving the new employee's name, security clearance and technical qualifications.

(b) Any removals or replacements for the convenience of the contractor shall be at no additional cost to the Government. Cost to be borne by the contractor include but are not limited to time of travel, travel and training costs for replacement personnel.

(c) Removals or replacements of contractor personnel shall be considered for the convenience of the contractor except when such removal is for:

- (1) employees removed as a result of cancellation or completion of the contract,
- (2) employees replaced due to death or incapacitating illness or injury,
- (3) or employees removed or replaced at the Government's request.

(d) If any employee removes him/herself from the employ of the contractor, such removal will be at no additional cost to the Government.

2. Key Personnel Requirements:

(a) Certain experienced, professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. These are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the proposal and are listed in paragraph (c) below. The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with the following:

1) If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall, subject to the concurrence of the Contracting Officer or an authorized representative, promptly replace personnel with personnel of equal ability and qualifications.

2) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute, and any other information requested by the Contracting Officer. The Contracting Officer shall promptly notify the contractor of approval or disapproval in writing.

(b) If the Contracting Officer determines that suitable and timely replacement of Key Personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair successful completion of the contract, the Contracting Officer may terminate the contract for default or for the convenience of the Government, as appropriate, or make an equitable adjustment to the contract to compensate the Government for any resultant delay, loss or damage.

(c) The follow positions are identified as Key Personnel:

Site Manager and Alternate Site Manager

(End of Clause)

H-3 DDC 52.206-9W27 -- Competition in Supplies (AUG 2008)

Contractor shall obtain competition for items purchased over \$3,000.00 for which reimbursement will be sought under this contract. The Government reserves the right to audit all purchase records during the period of performance of the contract to determine if adequate competition is being sought for purchases over \$3,000.00

(End of Clause)

H-4 DDC 52.216-9W28 -- Accounting System (AUG 2008)

In accordance with FAR 16.104(h), the Contractor shall have an accounting system which permits timely development of all necessary cost data in the form required by the proposed contract type.

(End of Clause)

H-5 DDC 52.237-9W34 -- Hiring (AUG 2008)

The Contractor shall maintain records for all personnel hired. At a minimum, the Contractor shall maintain records that support the personnel hired met the minimum qualification of the position. These records will be made available to the Contracting Officer (KO) or designee upon request and in the event that a Service Contract Act (SCA)-exempt employee is hired the records supporting the employees qualifications shall be provided to the KO or designee no later than 10

days after the employee begins his/her employment. The term "Contractor" includes subcontractors.

(End of Clause)

H-6 DDC 52.237-9W35 -- Substitution or Addition of Key Personnel (AUG 2008)

(a) Key Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, education or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable and professional manner. Key Personnel categories for this contract are a Site Manager and an Alternate Site Manger.

(b) At a minimum, the Site Manager and Alternate Site Manager shall each possess a degree in Distribution Management or Business Management (minimum Bachelor's Degree) and at least five years of experience in Distribution Management, OR, at least ten years of progressive management experience in distribution operations similar in size and complexity to the operation offered in this contract. Individuals holding these positions require a secret security clearance.

(c) The Contractor agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualifications statements were submitted as required by SECTION L of the solicitation to fill the Key Personnel requirements of the contract. No substitutions or additions of Key Personnel shall be made except in accordance with this clause.

(d) The Contractor agrees that during the first 90 days of the contract performance period, no personnel substitutions or additions will be performed unless such substitutions or additions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (f) below.

(e) If the personnel for whatever reason become unavailable to work under the contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall propose a substitution of such personnel, in accordance with paragraph (f) below.

(f) All proposed substitutions or additions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution or addition. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution or addition, and a complete resume, including annual salary, for the proposed substitute or addition as well as any other information required by the Contracting Officer to approve or disapprove the proposed substitution or addition. All proposed substitutes or additions (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced or the average qualifications of the people in the category which is being added to.

(g) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (f) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(h) The Contracting Officer shall evaluate requests for substitution and/or addition or personnel and promptly notify the Contractor, in writing, of whether the request is approved or disapproved.

(i) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction or productive effort would

impair the successful completion of the contract, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of Clause)

H-7 DDC 52.237-9W36 -- Employment of US Government Personnel Restricted (AUG 2008)

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

(End of Clause)

H-8 DDC 52.245-9W41 -- Government-Furnished Equipment/Vehicles (AUG 2008)

(a) The Contractor shall comply with the applicable policies and procedures provided in FAR Part 51 and with the requirements of 41 CFR 101-39 and 41 CFR 101-38.301-1, and the operator's packet furnished with each piece of equipment/vehicle. The term "Contractor" includes subcontractors.

(b) The Contractor shall establish and enforce suitable penalties for employees who use or authorize the use of government equipment/vehicles for other than performance of Government contracts, and provide the Contractor's established penalties in writing to the Contracting Officer (KO), at least 90 days prior to contract start date, together with evidence that the contractor has obtained motor vehicle liability insurance covering bodily injury and property damage, protecting the Contractor and the Government against third party claims arising from the ownership, maintenance or use of Government-furnished equipment/vehicle.

(c) Contractor-at-fault damage is damage caused by the simple negligence or willful misconduct of the contractor or its employees. Simple negligence is the absence of due care, by an act or omission, of a person which lacks that degree of care for the property that a reasonably prudent person would have taken under similar circumstances, to avoid loss, damage, or destruction of the property.

(d) The Contractor shall be responsible for parts, labor, and materials required to repair Contractor-at-fault damage.

(e) The Contractor shall make an initial determination of fault concerning whether a specific incident of damage constitutes Contractor-at-fault damage. The Contractor shall provide this initial determination of fault to the KO or designee with a damage report. If the Contractor does not find the damage to be Contractor-at-fault damage, and the KO or designee suspects that the Contractor's negligence or willful misconduct was the cause of the damage, a Report of Survey or FLIPL will be initiated.

(End of Clause)

H-9 DDC 52.245-9W42 -- Damage to Contractor Supplies, Materials, Equipment, and Property (AUG 2008)

The Government will not be responsible in any way for damages to the Contractor's supplies, materials, equipment, and property or to contractor or employees' personal belongings that are

caused by fire, theft, accident, or other disaster/misfortune. The term "Contractor" includes subcontractors.

(End of Clause)

END OF SECTION H

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SECTION I - CONTRACT CLAUSES

CLAUSE(S) INCORPORATED BY REFERENCE

Clause(s) Applicable to Firm-Fixed Price CLINs (0001, X002, and X003)

	FAR CLAUSE	TITLE	DATE
I-1	52.229-3	Federal, State and Local Taxes	APR 2003
I-2	52.232-1	Payments	APR 1984
I-3	52.232-8	Discounts for Prompt Payment	FEB 2002
I-4	52.232-11	Extras	APR 1984
I-5	52.232-25	Prompt Payment	OCT 2003
I-6	52.233-3	Protest After Award	AIG 1996
I-7	52.243-1	Changes –Fixed Price Alternate I	APR 1987 APR 1984
I-8	52.244-2	Subcontracts	JUN 2007
I-9	52.244-5	Competition in Subcontracting	DEC 1996
I-10	52.249-2	Termination for Convenience of the Government (Fixed Price)	MAY 2004
I-11	52.249-8	Default (Fixed-Price Supply and Service)	APR 1984

Clause(s) Applicable to Cost Reimbursement CLINs (X004, X005, X006 and X007)

	FAR CLAUSE	TITLE	DATE
I-12	52.216-7	Allowable Cost and Payment	DEC 2002
I-13	52-216-11	Cost Contract – No Fee	APR 1984
I-14	52.222-2	Payment for Overtime Premiums	JUN 1990
I-15	52.227-3	Patent Indemnity	APR 1984
I-16	52.232-20	Limitation of Cost	APR 1984
I-17	52.232-25	Prompt Payment Alternate I	OCT 2003 FEB 2002
I-18	52.233-3	Protest After Award Alternate I	AUG 1996 JUN 1985
I-19	52.242-3	Penalties for Unallowable Costs	MAY 2001
I-20	52.242-4	Certification of Final Indirect Costs	JAN 1997
I-21	52.243-2	Changes – Cost Reimbursement Alternate I	AUG 1987 APR 1984
I-22	52.244-2	Subcontracts Alternate I	JUN 2007 JUN 2007
I-23	52.244-5	Competition In Subcontracting	DEC 1996
I-24	52.249-6	Termination (Cost-Reimbursement)	MAY 2004
I-25	52.249-14	Excusable Delays	APR 1984

Clause(s) Applicable to Time and Material CLINs (X008)

	FAR CLAUSE	TITLE	DATE
I-26	52-216-11	Cost Contract – No Fee	APR 1984
I-27	52.216-29	Time-and-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition with Adequate Price Competition	FEB 2007
I-28	52.229-3	Federal, State And Local Taxes	APR 2003
I-29	52.232-7	Payments Under Time-and-Materials and Labor-Hour Contracts	FEB 2007
I-30	52.232-25	Prompt Payment Alternate I	OCT 2003 FEB 2002
I-31	52.233-3	Protest After Award	AUG 1996

		Alternate I	JUN 1985
I-32	52.242-3	Penalties for Unallowable Costs	MAY 2001
I-33	52.242-4	Certification of Final Indirect Costs	JAN 1997
I-34	52.243-3	Changes – Time-and-Materials or Labor-Hours	SEP 2000
I-35	52.244-2	Subcontracts	JUN 2007
I-36	52.249-6	Termination (Cost-Reimbursement)	???
		Alternate IV	???
I-37	52.249-14	Excusable Delays	APR 1984

Clause(s) Applicable to All CLINs

	FARCLAUSE	TITLE	DATE
I-38	52.227-1	Authorization and Consent	DEC 2007
I-39	52.227-3	Patent Indemnity	APR 1984
I-40	52.202-1	Definitions	JUL 2004
I-41	52.203-3	Gratuities	APR 1984
I-42	52.203-5	Covenant Against Contingent Fees	APR 1984
I-43	52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
I-44	52.203-7	Anti-Kickback Procedures	JUL 1995
I-45	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
I-46	52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
I-47	52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
I-48	52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
I-49	52.203-14	Display of Hotline Poster(s)	DEC 2007
I-50	52.204-2	Security Requirements	AUG 1996
I-51	52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
I-52	52.204-7	Central Contractor Registration	JUL 2006
I-53	52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
I-54	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
I-55	52.215-2	Audit and Records—Negotiation	JUN 1999
		Alternate III	JUN 1999
I-56	52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
I-57	52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
I-58	52.215-11	Price Reduction for Defective Cost or Pricing Data—Modifications	OCT 1997
I-59	52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
I-60	52.215-13	Subcontractor Cost or Pricing Data—Modifications	OCT 1997
I-61	52.215-14	Integrity of Unit Prices	OCT 1997
I-62	52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
I-63	52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	JUL 2005
I-64	52.215-19	Notification of Ownership Changes	???????
I-65	52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
I-66	52.219-8	Utilization of Small Business Concerns	MAY 2004
I-67	52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
I-68	52.219-28	Post-Award Small Business Program Representation	JUN 2007
I-69	52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
I-70	52.222-2	Payment for Overtime Premiums	JUL 1990
I-71	52.222-3	Convict Labor	JUN 2003
I-72	52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005

I-73	52.222-21	Prohibition Of Segregated Facilities	FEB 1999
I-74	52.222-26	Equal Opportunity	MAR 2007
I-75	52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	SEP 2006
I-76	52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
I-77	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
I-78	52.222-41	Service Contract Act Of 1965, As Amended	NOV 2007
I-79	52.222-43	Fair Labor Standards Act and Service Contract Act _ Price Adjustment (Multiple Year and Option)	NOV 2006
I-80	52.222-50	Combating Trafficking in Persons	AUG 2007
I-81	52.223-6	Drug Free Workplace	MAY 2001
I-82	52.223-10	Waste Reduction Program	AUG 2000
I-83	52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
I-84	52.223-14	Toxic Chemical Release Reporting	AUG 2003
I-85	52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts	MAY 2008
I-86	52.224-1	Privacy Act Notification	APR 1984
I-87	52.224-2	Privacy Act	APR 1984
I-88	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
I-89	52.227-14	Rights in Data – General	DEC 2007
I-90	52.227-16	Additional Rights in Data	JUN 1987
I-91	52.228-3	Workers' Compensation Insurance (Defense Base Act)	APR 1984
I-92	52.228-7	Insurance – Liability to Third Persons	MAR 1996
I-93	52.232-9	Limitation On Withholding Of Payments	APR 1984
I-94	52.232-17	Interest	JUN 1996
I-95	52.232-18	Availability Of Funds	APR 1984
I-96	52.232-23	Assignment of Claims Alternate I	JAN 1986 APR 1984
I-97	52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
I-98	52.233-1	Disputes Alternate I	JUL 2002 DEC 1991
I-99	52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
I-100	52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
I-101	52.237-3	Continuity Of Services	JAN 1991
I-102	52.239-1	Privacy or Security Safeguards	AUG 1996
I-103	52.242-1	Notice of Intent to Disallow Cost	APR 1984
I-104	52.242-13	Bankruptcy	JUL 1995
I-105	52.244-2	Subcontracts	JUN 2007
I-106	52.244-6	Subcontracts for Commercial Items	MAR 2007
I-107	52.245-1	Government Property	JUN 2007
I-108	52.245-9	Use and Charges	JUN 2007
I-109	52.246-25	Limitation Of Liability—Services	FEB 1997
I-110	52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
I-111	52.248-1	Value Engineering	FEB 2000
I-112	52.251-1	Government Supply Sources	APR 1984
I-113	52.253-1	Computer Generated Forms	JAN 1991
	DFARS CLAUSE	TITLE	DATE
I-114	252.201-7000	Contracting Officer's Representative	DEC 1991
I-115	252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
I-116	252.203-7002	Display Of DOD Hotline Poster	DEC 1991
I-117	252.204-7000	Disclosure Of Information	DEC 1991

I-118	252.204-7002	Payment for Subline Items Not Separately Priced	DEC 1991
I-119	252.204-7003	Control Of Government Personnel Work Product	APR 1992
I-120	252.204-7004	Alternate A, Central Contractor Registration	SEP 2007
I-121	252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
I-122	252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
I-123	252.211-7007	Item Unique Identification of Government Property	NOV 2008
I-124	252.215-7000	Pricing Adjustments	DEC 1991
I-125	252.215.7002	Cost Estimating System Requirements	DEC 2006
I-126	252.215-7003	Excessive Pass-Through Charges – Identification of Subcontract Effort	APR 2007
I-127	252.215-7004	Excessive Pass-Through Charges	APR 2007
I-128	252.222-7002	Compliance with Local Labor Laws (Overseas)	JUN 1997
I-129	252.223-7001	Hazard Warning Label	DEC 1991
I-130	252.225-7005	Identification Of Expenditures In The United States	JUN 2005
I-131	252.225-7012	Preference for Certain Domestic Commodities	MAR 2008
I-132	252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
I-133	252.227-7013	Rights in Technical Data - Noncommercial Items	NOV 1995
I-134	252.227-7016	Rights in Bid or Proposal Information	JUN 1995
I-135	252.227-7030	Technical Data – Withholding of Payment	MAR 2000
I-136	252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
I-137	252.228-7003	Capture and Detention	DEC 1991
I-138	252.231-7000	Supplemental Cost Principles	DEC 1991
I-139	252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
I-140	252.232-7010	Levies on Contract Payments	DEC 2006
I-141	252.233-7001	Choice of Law (Overseas)	JUN 1997
I-142	252.234-7002	Earned Value Management System	APR 2008
I-143	252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
I-144	252.242-7004	Material Management and Accounting System	NOV 2005
I-145	252.243-7001	Pricing Of Contract Modifications	DEC 1991
I-146	252.243-7002	Requests for Equitable Adjustment	MAR 1998
I-147	252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
I-148	252.247-7023	Transportation of Supplies by Sea Alternate I	MAY 2002 MAR 2000
I-149	252.247-7024	Notification of Transportation of Supplies by Sea	MAR 2000
I-150	252.251-7000	Ordering From Government Supply Sources	NOV 2004

CLAUSE(S) INCORPORATED BY FULL TEXT

Clause(s) Applicable to All CLINs

I-151 FAR 52.215-19 – Notification of Ownership Changes (Oct 1997)

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall --
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

**I-152 FAR 52.216-16 -- Incentive Price Revision -- Firm Target (Oct 1997)
Alternate I (Apr 1984)**

(a) General. The supplies or services identified in the Schedule as Items 0002-4002 are subject to price revision in accordance with this clause; provided, that in no event shall the total final price of these items exceed the ceiling price of 120% of Target Cost. Any supplies or services that are to be

(1) ordered separately under, or otherwise added to, this contract and

(2) subject to price revision in accordance with the terms of this clause shall be identified as such in a modification to this contract.

(b) Definition. "Costs," as used in this clause, means allowable costs in accordance with Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(c) Data submission.

(1) Within 60 days after the end of the month in which the Contractor has delivered the last unit of supplies and completed the services specified by item number in paragraph (a) of this clause, the Contractor shall submit in the format of Table 15-2, FAR 15.408, or in any other form on which the parties agree --

(i) A detailed statement of all costs incurred up to the end of that month in performing all work under the items;

(ii) An estimate of costs of further performance, if any, that may be necessary to complete performance of all work under the items;

(iii) A list of all residual inventory and an estimate of its value; and

(iv) Any other relevant data that the Contracting Officer may reasonably require.

(2) If the Contractor fails to submit the data required by subparagraph (c)(1) of this clause within the time specified and it is later determined that the Government has overpaid the Contractor, the Contractor shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the data submittal period, the amount of the excess shall bear interest, computed from the date the data were due to the date of repayment, at the rate established in accordance with the Interest clause.

(d) Price revision. Upon the Contracting Officer's receipt of the data required by paragraph (c) of this clause, the Contracting Officer and the Contractor shall promptly establish the total final price of the items specified in (a) of this clause by applying to final negotiated cost an adjustment for profit or loss, as follows:

(1) On the basis of the information required by paragraph (c) of this clause, together with any other pertinent information, the parties shall negotiate the total final cost incurred or to be incurred for supplies delivered (or services performed) and accepted by the Government and which are subject to price revision under this clause.

(2) The total final price shall be established by applying to the total final negotiated cost an adjustment for profit or loss, as follows:

(i) If the total final negotiated cost is equal to the total target cost, the adjustment is the total target profit.

(ii) If the total final negotiated cost is greater than the total target cost, the adjustment is the total target profit, less twenty percent of the amount by which the total final negotiated cost exceeds the total target cost.

(iii) If the final negotiated cost is less than the total target cost, the adjustment is the total target profit plus twenty percent of the amount by which the total final negotiated cost is less than the total target cost.

(e) Contract modification. The total final price of the items specified in paragraph (a) of this clause shall be evidenced by a modification to this contract, signed by the Contractor and the Contracting Officer. This price shall not be subject to revision, notwithstanding any changes in the cost of performing the contract, except to the extent that --

(1) The parties may agree in writing, before the determination of total final price, to exclude specific elements of cost from this price and to a procedure for subsequent disposition of those elements; and

(2) Adjustments or credits are explicitly permitted or required by this or any other clause in this contract.

(f) Adjusting billing prices.

(1) Pending execution of the contract modification (see paragraph (e) of this clause), the Contractor shall submit invoices or vouchers in accordance with billing prices as provided in this paragraph. The billing prices shall be the target prices shown in this contract.

(2) If at any time it appears from information provided by the contractor under subparagraph (g)(2) of this clause that the then-current billing prices will be substantially greater than the estimated final prices, the parties shall negotiate a reduction in the billing prices. Similarly, the parties may negotiate an increase in billing prices by any or all of the difference between the target prices and the ceiling price, upon the Contractor's submission of factual data showing that final cost under this contract will be substantially greater than the target cost.

(3) Any billing price adjustment shall be reflected in a contract modification and shall not affect the determination of the total final price under paragraph (d) of this clause. After the contract modification establishing the total final price is executed, the total amount paid or to be paid on all invoices or vouchers shall be adjusted to reflect the total final price, and any resulting additional payments, refunds, or credits shall be made promptly.

(g) Quarterly limitation on payments statement. This paragraph (g) shall apply until final price revision under this contract has been completed.

(1) Within 45 days after the end of each quarter of the Contractor's fiscal year in which a delivery is first made (or services are first performed) and accepted by the Government under this contract, and for each quarter thereafter, the Contractor shall submit to the contract administration office (with a copy to the contracting office and the cognizant contract auditor) a statement, cumulative from the beginning of the contract, showing --

(i) The total contract price of all supplies delivered (or services performed) and accepted by the Government and for which final prices have been established;

(ii) The total costs (estimated to the extent necessary) reasonably incurred for, and properly allocable solely to, the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established;

(iii) The portion of the total target profit (used in establishing the initial contract price or agreed to for the purpose of this paragraph (g)) that is in direct proportion to the supplies delivered (or services performed) and accepted by the Government and for which final prices have not been established -- increased or decreased in accordance with subparagraph (d)(2) of this clause, when the amount stated under subdivision (g)(1)(ii) of this clause differs from the aggregate target costs of the supplies or services; and

(iv) The total amount of all invoices or vouchers for supplies delivered (or services performed) and accepted by the Government (including amounts applied or to be applied to liquidate progress payments).

(2) Notwithstanding any provision of this contract authorizing greater payments, if on any quarterly statement the amount under subdivision (g)(1)(iv) of this clause exceeds the sum due the Contractor, as computed in accordance with subdivisions (g)(1)(i), (ii), and (iii) of this clause, the Contractor shall immediately refund or credit to the Government the amount of this excess. The Contractor may, when appropriate, reduce this refund or credit by the amount of any applicable tax credits due the Contractor under 26 U.S.C. 1481 and by the amount of previous refunds or credits effected under this clause. If any portion of the excess has been applied to the liquidation of progress payments, then that portion may, instead of being refunded, be added to the unliquidated progress payment account consistent with the Progress Payments clause. The Contractor shall provide complete details to support any claimed reductions in refunds.

(3) If the Contractor fails to submit the quarterly statement within 45 days after the end of each quarter and it is later determined that the Government has overpaid the Contractor, the Contractor

shall repay the excess to the Government immediately. Unless repaid within 30 days after the end of the statement submittal period, the amount of the excess shall bear interest, computed from the date the quarterly statement was due to the date of repayment, at the rate established in accordance with the Interest clause.

(h) Subcontracts. No subcontract placed under this contract may provide for payment on a cost-plus-a-percentage-of-cost basis.

(i) Disagreements. If the Contractor and the Contracting Officer fail to agree upon the total final price within 60 days (or within such other period as the Contracting Officer may specify) after the date on which the data required by paragraph (c) of this clause are to be submitted, the Contracting Officer shall promptly issue a decision in accordance with the Disputes clause.

(j) Termination. If this contract is terminated before the total final price is established, prices of supplies or services subject to price revision shall be established in accordance with this clause for (1) completed supplies and services accepted by the Government and (2) those supplies and services not terminated under a partial termination.

All other elements of the termination shall be resolved in accordance with other applicable clauses of this contract.

(k) Equitable adjustment under other clauses. If an equitable adjustment in the contract price is made under any other clause of this contract before the total final price is established, the adjustment shall be made in the total target cost and may be made in the maximum dollar limit on the total final price, the total target profit, or both. If the adjustment is made after the total final price is established, only the total final price shall be adjusted.

(l) Exclusion from target price and total final price. If any clause of this contract provides that the contract price does not or will not include an amount for a specific purpose, then neither any target price nor the total final price includes or will include any amount for that purpose.

(m) Separate reimbursement. If any clause of this contract expressly provides that the cost of performance of an obligation shall be at Government expense, that expense shall not be included in any target price or in the total final price, but shall be reimbursed separately.

(n) Taxes. As used in the Federal, State, and Local Taxes clause or in any other clause that provides for certain taxes or duties to be included in, or excluded from, the contract price, the term "contract price" includes the total target price or, if it has been established, the total final price. When any of these clauses requires that the contract price be increased or decreased as a result of changes in the obligation of the Contractor to pay or bear the burden of certain taxes or duties, the increase or decrease shall be made in the total target price or, if it has been established, in the total final price, so that it will not affect the Contractor's profit or loss on this contract.

(o) Provisioning and options. Parts, other supplies, or services that are to be furnished under this contract on the basis of a provisioning document or Government option shall be subject to price revision in accordance with this clause. Any prices established for these parts, other supplies, or services under a provisioning document or Government option shall be treated as target prices. Target cost and profit covering these parts, other supplies, or services may be established separately, in the aggregate, or in any combination, as the parties may agree.

(End of Clause)

I-153 FAR 52.217-8 -- Option to Extend Services (Nov 1999)

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

(End of Clause)

I-154 FAR 52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the end of the performance period; provided that the Government gives the

Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 6 years 5 months.

(End of Clause)

I-155 FAR 52.222-39 -- Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004)

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

"United States" means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR Part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR Part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order;

or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR Part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of Clause)

I-156 FAR 52.252-2 -- Clauses Incorporated by Reference (FEB 1998)

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

(End of Clause)

I-157 DLAD 52.204-9000 -- Contractor Personnel Security (APR 2008)

(a) Work that is performed under this contract/task order, in full or in part, must be performed at the Defense Logistics Agency (DLA) HQ or DLA office(s), and therefore requires physical access to a federally-controlled facility. DLA and its field activity offices require all contractor personnel working on the federally-controlled facility to have a favorably adjudicated investigation prior to commencing work on a contract. Additionally, all DoD consultants and contractor personnel who

access federally-controlled information systems must be assigned to positions which are designated at one of three sensitivity levels: IT-I (privileged), IT-II (limited privileged) and IT-III (non-privileged) (Ref DODI 8500.2, Para E2.1.36.). For IT-I, a Single Scope Background Investigation (SSBI) is required; for IT-II a National Agency Check with Law and Credit Checks (NACLC) is required; and for IT-III designated positions, a National Agency Check with written Inquiry (NACI) is required.

(b) At the option of the Government, previously completed security investigations may be accepted in lieu of new investigations if determined to be essentially equivalent in scope to the required investigation. The length of time elapsed since the previous investigation will also be considered in determining whether a new investigation is warranted. In order to assist the Government in making this determination, the contractor must provide the following information to the contracting officer immediately upon receipt of the contract or when an employee is proposed for work requiring access to a federally-controlled facility or information system. This information must be provided for each contractor employee who will perform work on a federally-controlled facility and/or will require access to federally-controlled information systems:

- (1) Full name, with middle initial
- (2) Social Security Number
- (3) Citizenship status
- (4) Date of Birth
- (5) Place of Birth
- (6) Proof of the individual's favorably adjudicated background investigation, consisting of identification of the type of investigation performed, date of the favorable adjudication, and name of the agency that performed the investigation.
- (7) Company name and address
- (8) Company phone and fax numbers
- (9) Company email address
- (10) Location of on-site workstation or phone number if off-site (if known prior to award)
- (11) Delivery order or contract number and expiration date
- (12) Name of contracting officer

(c) The Government will notify the contractor as soon as a determination is made regarding acceptance of the previous investigation. If a new investigation is deemed necessary, the contractor will be notified by the contracting officer or contracting officer's representative (CO/COR). It is the contractor's responsibility to ensure that adequate information is provided and that each contractor employee completes the appropriate paperwork in order to begin the investigation process. The contractor shall submit each request for investigation, through the CO/COR, to the DLA site Security Office. Submission shall include a Contractor Request Form, with supporting documentation, which states what information technology level and access is required for the position. Request shall include:

- (1) SF 85P, Questionnaire for Public Trust Positions;
- (2) FD Form 258, Fingerprint Card (the DLA site Security Office will perform all fingerprinting);
- (3) Proof of Citizenship (birth certificate or passport are acceptable, and must be the original or a certified copy); and
- (4) Appropriate documentation from the Immigration and Naturalization Service if the applicant is a foreign national.

Required documentation, set forth above, must be provided to the DLA site Security Office.

(d) If an investigation is required for unescorted entry purposes, the National Agency Check (NAC) results will be forwarded to the HQ DLA Enterprise Support (DES) Public Safety Office, Personnel Security Division (DES-SC) for review and determination regarding the applicant's eligibility to occupy the specified position in performance of the DLA contract. If an SSBI, NACLC or NAC is required for logical/IT access, the results of the investigation are returned to the Defense Industrial Security Clearance Office (DISCO) for review and determination regarding the applicant's eligibility to access DLA information systems. Determinations made by DISCO will be reflected in the Joint Personnel Adjudications System (JPAS).

(e) A waiver to allow assignment of an individual to commence work prior to completion of the NAC investigation may be granted in emergency situations when it is determined that a delay would be harmful to national security. A request for waiver will be considered only after the Government is in receipt of the individual's completed forms. The DLA site Security Office and

the contracting officer reserve the right to determine whether a waiver request will be forwarded for processing. The individual requesting the waiver may not be assigned to a position, may not physically work at the federally-controlled facility and/or be granted access to federally-controlled information systems, until the waiver has been granted.

(f) The requirements of this clause apply to the prime contractor and any subcontractors the prime contractor may employ during the course of this contract, as well as any temporary employees that may be hired by the contractor. When the Government, in its sole discretion, determines that the contractor's continued presence on a federally-controlled facility or access to federally-controlled information systems presents an unacceptable security risk, the Government retains the right to require removal of contractor personnel, regardless of prior clearance or adjudication status. The reason for removal shall be fully documented in writing by the contracting officer. When and if such removal occurs, the contractor shall assign qualified personnel, with the required NAC, to any vacancy thus created.

(g) All contractor personnel who are granted access to Government Federally-controlled information systems shall observe all local automated information system (AIS) security policies and procedures as provided by the DLA site Information Systems Security Officer. Violations of local AIS security policy, such as password sharing, performing personal work, file access violations, or browsing files outside the scope of the contract, may result in removal of the employee from Government property and referral to the contractor for appropriate disciplinary action. Actions taken by the contractor in response to a violation will be evaluated and will be reflected in the contractor's performance assessment for use in making future source selection decisions. In addition, based on the nature and extent of any violations of AIS security policy, the Government will consider whether it needs to pursue any other actions under the contract such as a possible termination.

(h) The contractor is required to obtain a Common Access Card (CAC) in accordance with procedures established at the DLA HQ or field activity office.

(i) Any new or replacement contractor employee must meet the NAC requirements of this clause, and may not begin work on the contract without written documentation signed by the contracting officer, stating that the new employee has met one of the criteria set forth in paragraphs (b), (c), or (e) of this clause, i.e., acceptance of a previously completed security investigation, satisfactory completion of a new investigation, or a waiver allowing commencement of work pending completion of an investigation. Individuals removed from this contract as a result of a violation of local AIS security policy are removed for the duration of the contract.

(j) The contractor shall notify the contracting officer in writing, within 12 hours, when an employee working on this contract resigns, is reassigned, is terminated, or no longer requires admittance to the federally-controlled facility or access to federally-controlled information systems. The contractor is responsible for the turning in of identification badges, CAC Card and vehicle decal. The contractor must also complete the Information Operations Out-processing Checklist, which can be obtained by contacting the Information Assurance Operations Office (J6FA). The checklist must be completed, initialed and dated before submitting at the final checkout point.

(k) These security requirements do not excuse the contractor from meeting the delivery schedule set forth in the contract, or waive the delivery schedule in any way. Contractor shall meet the required delivery schedule unless the contracting officer grants a waiver or extension.

(End of Clause)

I-158 DLAD 52.204-9002 -- Solicitation Provisions and Contract Clauses Statement (JUN 2008)

Full text of all DLAD clauses listed within this individual solicitation are contained in the Part 52 – Solicitation Provisions and Contract Clauses, current version found at <http://www.dla.mil/j-3/j-336/icps.htm> and scroll down to clause central. Also, the full text of FAR/DFARS clauses incorporated by reference may be accessed.

(End of Clause)

I-159 DLAD 52.217-9017 -- Tailored Logistics Support Purchasing Reviews (Jun 2006)

1. From the commencement of performance of this contract until 3 years after the final contract payment, the Contractor shall allow the Contracting Officer, Administrative Contracting Officer, Defense Contract Management Agency, Defense Contract Audit Agency, and any other duly authorized representative of the Contracting Officer access to all records and information pertaining to those items or services for which the Government is relying on the Contractor's purchasing system to determine that competition was obtained or to justify that prices are fair and reasonable. The Contractor shall maintain records subject to this clause for not less than 3 years after the contract final payment.

2. The Contracting Officer may conduct reviews of purchased items or services provided under this contract regardless of dollar value that meet the criteria in paragraph 1 of this clause to ascertain whether the Contractor has obtained the best value. The Contractor shall seek competition to the maximum extent practicable for all purchases. Contractor purchases of any supplies or services shall solicit a competitive quotation from at least two independently-competing firms. For other than sole source items, the request for quotations shall, to the extent practical, solicit offers from different manufacturers or producers. If the Contractor is unable to obtain quotes for competing items from two or more such independently-competing firms, the Contractor shall retain supporting documentation for its rationale for selection of the suppliers solicited and chosen to supply the items, and for its determination that the price was fair and reasonable. The Contractor is responsible for maintaining this same documentation for all sole source/non-competitive actions. The following price reasonableness and documentation requirements are applicable to all purchases, regardless of dollar value:

a. A price is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. The Contracting Officer will examine the prices with particular care in connection with buys that may not be subject to effective competition restraints. The Contractor's price will not be presumed to be reasonable. If an initial review of the facts results in a challenge of a specific price by the Contracting Officer or the Contracting Officer's representative, the burden of proof shall be upon the Contractor to establish that the price is reasonable under the standards in FAR Subpart 15.4 and FAR 31.201-3.

b. The Contractor shall keep the documentation to a minimum, but shall retain data supporting the purchases either by paper or electronically. At a minimum, price quotations and invoices shall be retained. Should the Contractor receive an oral price quotation, the Contractor shall document who the supplier or subcontractor is by complete name, address, telephone number, price, terms and other conditions quoted by each vendor. Price quotes for supplies shall be broken down by individual items, shipping costs, and any other included expenses. Price quotes for incidental services which are not pre-priced in the contract shall include labor hours and costs or prices, as applicable, including the total price of the job, individual pricing for the portions of the work if applicable, materials, and all other elements of cost, overhead, and profit. This price breakdown documentation shall be made for each subcontractor performing work on this contract.

3. When the Contractor is purchasing from subcontractors or other sources and receives a discount or rebates, the Contractor shall immediately pass these savings to the Government in the contract price and invoice for payment. The Contractor is required to use diligence in the selection of the most economical method of delivery of the product or services by selecting a best value method of delivery based on the urgency and nature of the work or product required. When labor hours are involved in the work to be accomplished and the Contractor has not already pre-priced the effort to use its own labor force, the Contractor shall provide the labor at rates required by the contract (for example, Service Contract Act or Davis-Bacon Act rates) or at rates based on competition if mandatory rates are not required by the contract.

4. If the Contracting Officer determines that the purchased product or service is unreasonably priced, the Contractor shall refund to the Government the amount the Contracting Officer determines is in excess of a reasonable price. The Contracting Officer shall notify the Contractor in writing in accordance with FAR 32.610, giving the basis for the determination and the amount to be refunded. The Contractor shall make the refund payment in accordance with directions from the Contracting Officer, and shall provide proof of the refund payment to the Contracting Officer. The Contracting Officer may collect the amount due using all available means in accordance with FAR Subpart 32.6. FAR 52.232-17, Interest, is applicable to payments not made within 30 days of the demand for payment. Any disputes arising under this provision shall be handled in accordance with the "Disputes" clause of this contract.

5. At the midpoint of each performance period if the period is a year or less long or annually if the performance period is more than a year, upon receipt of notification from the Contracting Officer of the intent to exercise an option, or if otherwise requested, the Contractor shall provide the Contracting Officer an affirmation in the following form, signed by an authorized representative of the Contractor:

“To the best of my knowledge and belief, during the period beginning _____ (insert date) and ending _____ (insert date), _____ (insert Contractor’s name) furnished all supplies or services called for by Contract No. _____ in accordance with all applicable requirements. I further affirm that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and item identification, and are in the quantity required. The items and services were competed or prices are justified as fair and reasonable in accordance with the requirements of _____ (name/number of the clause).”
(End of Clause)

I-160 DLAD 52.228-9000 -- Insurance (Feb 2005)

The Contractor shall, at its own expense, provide and maintain during the entire period of any resulting contract, including any extensions granted by contract modification, at least the kinds and minimum amounts of insurance noted here:

Workers’ Compensation and Employer’s Liability - \$100,000 (except in states with exclusive or monopolistic funds that do not permit workers’ compensation to be written by private carriers.)
General Liability- \$500,000 per occurrence
Automobile Liability – Property damage \$20,000 per occurrence, Bodily injury \$200,000 per person and \$500,000 per occurrence.

When requested by the Contracting Officer, the Contractor shall provide a copy of all subcontractors’ proofs of required insurance no later than five (5) days before each subcontractor commences work on the Government installation.
(End of Clause)

I-161 DLAD 52.245-9003 -- Transportation Costs of GFP (JAN 2007)

(a) In accordance with FAR 52.245-2, Government Property Installation Operation Services, or FAR 52.245-4, Government Furnished Property (Short Form) the Government will furnish at no cost to the Contractor the property specified below for the use performing the resulting contract:

ITEM NO.	IDENTIFICATION OF PROPERTY	QTY	UNIT PRICE

(b) The Government will deliver government furnished property to the Contractor's plant in accordance with FAR 52.247-55, F.O.B. Point for Delivery of Government-Furnished Property. Offerors must indicate in the space below the name and address of the plant where the property will be utilized. In the absence of so indicating, the Government will assume and evaluate offers on the assumption that the property will be utilized at the plant specified by offerors in their offers under the heading “Production Facilities,” or Block 15A of SF33.

Offeror to complete:

Plant: _____

Street Address: _____

City and State: _____

(c) In the evaluation of the offers, in response to this solicitation, among the factors to be considered in determining the low offeror will be the cost of transporting Government-furnished property to the contractor's plant. Land methods of transportation by regulated common carrier

will be used to evaluate cost of transportation from the Government's place of shipment (cited below) to the offeror's plant (paragraph b). This transportation cost will be added to the offered price to determine the overall cost to the Government; however, if the location from which the government furnished property will be shipped is not known at the time of issuance of the solicitation, the cost of transporting such property to the offeror's plant will not be a factor in the evaluation of offers.

Government furnished materials will be shipped from:

Weight: _____

Cube: _____

(d) The delivery schedule contained in Section F is based on the assumption that delivery of Government-furnished property will be made to the contractor within 45 days, unless otherwise indicated, after date of award.

(e) Contractor's Receipt for GFP: Concurrently with each shipment of GFP, the Government will furnish the Contractor with shipping documents setting forth the exact quantity of property furnished. Within five days after receipt of GFP for performance under this contract, the Contractor shall acknowledge receipt on the Government shipping documents and return them to _____. The Government reserves the right to suspend further shipments of property until receipts for GFP have been properly prepared and received by the Government. Notwithstanding any other contract provision, delays by the Contractor caused by suspension of GFP shipments for failure to meet this provision shall not constitute an excusable delay within the meaning of the contract.

(End of Clause)

I-162 DLAD 52.247-9012 -- Requirements for Treatment of Wood Packaging Material (WPM) (FEB 2007)

(a) THIS CLAUSE ONLY APPLIES WHEN WOOD PACKAGING MATERIAL (WPM) WILL BE USED TO MAKE SHIPMENTS UNDER THIS CONTRACT AND/OR WHEN WPM IS BEING ACQUIRED UNDER THIS CONTRACT."

(b) Definition.

Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD).

(c) All Wood Packaging Material (WPM) used to make shipments under DOD contracts and/or acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, "Guidelines for Regulating Wood Packaging Materials in International Trade." DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo.

(1) All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see <http://www.alsc.org/>).

(2) All WPM shall include certification/quality markings in accordance with the ALSC standard. shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ASLC approved DUNNAGE stamp.

(d) Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government."

(End of Clause)

I-163 DLAD 52.249-9000 -- Administrative Costs of Reprocurement after Default (MAY 1988)

If this contract is terminated in whole or in part for default pursuant to the clause included herein entitled "Default," and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, as provided in paragraph (b) of the "Default" clause of the contract, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of [insert administrative cost figure] as payment in full for the administrative costs of such repurchase. *This assessment of damages for administrative costs shall apply for any termination for default following which the Government repurchases the terminated supplies or services, regardless of whether any other damages are incurred and/or assessed.*

(End of Clause)

I-164 DDC 52.222-9W29 -- Requests for Overtime (AUG 2008)

Pursuant to FAR Clause 52.222-2, PAYMENT FOR OVERTIME PREMIUMS (JUL 1990), the Contractor shall submit its requests for overtime in writing (e-mail is acceptable) to the Contracting Officer's Representative (COR), with a copy to the Alternate COR and the Contract Specialist. Requests shall be submitted no later than (NLT) 2:00 p.m. (Guam Local time) on the day when overtime is required and/or NLT 2:00 p.m. (Guam Local time) Friday when weekend overtime is anticipated. In accordance with FAR 52.222-2, the written request shall:

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 contract, together with identification of each affected contract; and

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

The written request shall be approved in writing (e-mail is acceptable) by the COR or the Alternate COR prior to working the overtime. The contractor shall submit an overtime report (e-mail is acceptable) by employee and hours worked which documents the overtime accomplishments to the COR, with a copy to the Alternate COR and the Contract Specialist, by 11:00 a.m. (Guam Local time) on the next normal working day.

In the event of an emergency request during after hours or on a holiday, the OCR/ACOR or Commander may provide verbal permission (via telephone) for the use of overtime. All documentation cited above will be provided within two hours of start of the next regular workday. If none of these officials is available, the Site Manager may proceed to work only the amount of overtime required to respond to the emergency, with continued attempts to telephonically notify these officials, and with all documentation to be provided within two working hours of the start of the next regular work day.

(End of Clause)

I-165 DDC 52.223-9W07 -- Illegal Items not Authorized on Federal Installation (FEB 2007)

Illegal drugs, guns or other contraband are not authorized on this Federal installation. It is the contractor's responsibility to ensure that its employees working on-site at this installation are U. S. citizens or legal aliens with no outstanding warrants. This installation is manned by a DoD Police Force who possesses apprehension authority, which includes holding suspects for local authorities. The local authorities can issue a citation that charges the individual with a specific offense and

requires the individual to appear before a Federal Magistrate. This agency processes illegal aliens in accordance with INS instructions.

(End of Clause)

I-166 DDC 52.237-9W21 -- Management of Contractor Employees (MAR 2007)

The Contractor personnel are employees of the Contractor and under the administrative control and supervision of the Contractor. The Contractor, through its personnel, shall perform the tasks prescribed in the Performance Work Statement/Statement Of Work. The Contractor shall select, supervise, and exercise control and direction over its employees under this contract. The Contractor shall not supervise, direct, or control the activities of the Government personnel or the employee of any other contractor, except any subcontractor employed by the Contractor on this contract. The Government shall not exercise any supervision or control over the Contractor in the performance of contractual services under this contract. The Contractor is accountable to the Government for the actions of its personnel.

(End of Clause)

I-167 DDC 52.247-9W08 -- Mark Contract Number on All Correspondence (FEB 2007)

Contractor must mark the contract or purchase order number on all paperwork and shipments. The order number must appear on the exterior of the shipment. Failure to follow these instructions will hold up payment to you and could result in the return of merchandise at your expense.

(End of Clause)

END OF SECTION I

SECTION J - LIST OF ATTACHMENTS

CLAUSE(S) INCORPORATED BY FULL TEXT

Clause(s) Applicable to All CLINs

J-1 DLAD 52.215-9017 -- List of Documents, Exhibits, and Other Attachments (April 2008)

(a) This solicitation/award consists of the following documents, exhibits, and other attachments:

NUMBER	TITLE	DATE	NUMBER OF PAGES
Attachment J.1	Department of Labor Wage Determination	TBD	TBD
Attachment J.2	Past Performance Questionnaire	N/A	6
Attachment J.3	Section C – Performance Work Statement (PWS)	TBD	TBD

(End of Clause)

END OF SECTION J

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