

**UNITED STATES TRANSPORTATION COMMAND
(USTRANSCOM)**

**Contract: HTC711-07-D-0015-003
Statement of Work: USTRANSCOM Total Supply Chain
Process Improvement, 30 March 2008**

Awarded to: Paragon Technology Group, Inc.

**PERFORMANCE WORK STATEMENT
UNITED STATES TRANSPORTATION COMMAND
TOTAL SUPPLY CHAIN PROCESS IMPROVEMENT
30 March 2010**

SECTION 1. DESCRIPTION OF SERVICES

1.1 Background. The United States Transportation Command (USTRANSCOM) serves as the unified command for defense distribution transportation services. The mission of USTRANSCOM is to provide air, land and sea distribution for the Department of Defense (DOD), during both peace and war. The Commander of USTRANSCOM is tasked as the single manager of the Defense Transportation System (DTS). On 16 September 2003, the Secretary of Defense appointed the commander, USTRANSCOM the Department's Distribution Process Owner (DPO) with responsibility to

- a. Improve the overall efficiency and interoperability of distributed related activities - deployment, sustainment, and redeployment support during peacetime, contingencies, crisis, and war; and
- b. Serve as the single entity to direct and supervise execution of strategic distribution systems.

1.2 Scope. This Performance Work Statement (PWS) contains requirements for Total Supply Chain Efficiency and Effectiveness Process Improvements to identify, develop, and implement processes to significantly improve the DOD Supply Chain end-to-end from an enterprise perspective. Requirements will focus on service level and performance level improvements based upon Supply Chain Operations Reference (SCOR) model and Performance Based Metrics (PBM) from an enterprise level. Improvements will focus on distribution-related functions and its effects on the total Supply Chain; improving overall levels of support to the warfighter while significantly increasing efficiency.

The specific tasks are:

- Task Area 1 - Contract Level and Task Order Management
- Task Area 2 - Total Supply Chain Efficiency and Effectiveness Improvements
- Task Area 3 - Institutionalizing Total Supply Chain Efficiency and Effectiveness Improvements

Total Supply Chain Process Improvement (TSCPI) is a partnership between USTRANSCOM, Defense Logistics Agency, and the General Services Administration. The primary objective of this partnership is to identify and implement high-value opportunities to advance DOD distribution performance. The goal of Agile Transportation for the 21st Century (AT21) in support of all distribution process improvements is to provide the functional and technical framework to institutionalize the improvements throughout the DOD Supply Chain across the Doctrine, Organization, Training, Materiel, Leadership, Personnel, Facilities, and Policy (DOTMLPF-P) spectrum. AT21 and TSCPI are synchronizing not duplicating process improvement efforts; and the AT21 project will codify the process improvements identified during the execution of this task order.

All TSCPI process change recommendations identified in all the tasks areas below will be forwarded to the AT21 Functional Integrated Product Team to be queued up for formal implementation within the AT21 Business Process Management (BPM) environment. All recommendations will be evaluated for implementation by the Fusion Center. The contractor may be required to assist with tailoring approved recommendations so the AT21 BPM functional and technical operators can adopt them into the BPM tool.

1.3 Specific Tasks.

1.3.1 Task Area 1: Contract Level and Task Order Management. This task consists of the functional activities relating to the administration and management of this effort. The contractor shall provide program management of contractor personnel performing tasks in this task order. The contractor shall designate a principal point of contact for technical issues.

The contractor shall provide a centralized program management capability at the contractor site. This function shall encompass administrative, clerical, documentation, and related functions that provide general support for the program.

The contractor shall provide support to the Contracting Officer's Representative (COR) and the Action Officers by preparing documents such as briefings, point papers, and meeting minutes related to status of the performance of this task order. Deliverable format shall be coordinated with the Government and approved by the COR prior to submission.

The contractor shall be required to provide support in the specific areas outlined below in this PWS. The contractor shall work with the distribution process owners/stakeholders, Federal, and DOD Government representatives, and other contractors to accomplish these tasks.

1.3.1.1 Subtask 1: Task Order Management Plan. The contractor shall prepare an integrated (i.e., Government and contractor) project plan that defines tasks, resources, and dependencies. The plan should also describe the technical approach, organizational resources, and management controls to be employed to meet the cost, performance, and schedule requirements throughout contract execution. The draft plan shall be submitted within fifteen (15) business days of task order award. The Government will review the plan and provide comments to the contractor. The contractor will have five (5) business days from receipt of the Government's comments to submit the final plan. The plan should not be merely a reiteration of the PWS requirements.

1.3.1.2 Subtask 2: Monthly Status Report (MSR). The contractor shall provide a Monthly Status Report (MSR) monitoring the quality assurance and configuration management. The MSR should outline the current funding status and a brief synopsis of the efforts completed, deliverables provided, and conferences and trips conducted/attended during the reporting period, and an overall evaluation of the task order to date. The report shall list the deliverables for each task and any issues, problem areas, and items that require Government action. The MSR is due no later than the fifth business day of each month.

1.3.1.3 Subtask 3: Conduct In-Process Reviews (IPRs). The contractor shall conduct IPRs as scheduled by the Government for up to four IPRs during each period of performance summarizing status, progress, recommendations, and concerns in the development of any tasks or documentation described within this PWS. Contractor will receive at least one-week's notice prior to actual IPR. Presentation materials shall be prepared and provided to the COR one (1) business day prior to the IPR. The contractor shall deliver IPR minutes within two (2) business days as requested by the COR with a copy of the presentation slides used at the IPR. At a minimum, the minutes should reflect a record of discussion activity, decisions made, date, locations, and attendees.

1.3.1.4 Subtask 4: Trip Reports. Within five (5) business days of completion of any travel, the contractor shall submit a trip report to include the following details: purpose, location and length of trip, travelers, and individuals contacted during trip, synopsis of all discussions, future actions identified, decisions made, or issues of concern arising during trip. The contractor shall submit a trip report to COR as well as the Government person directing the travel.

1.3.1.5 Subtask 5: Employment Status Report. The contractor shall provide an employee status report containing names and labor categories of personnel supporting each major task. The contractor shall provide the report within thirty (30) calendar days after task order award and within five (5) business days after any changes in personnel.

1.3.2. Task Area 2: Total Supply Chain Efficiency and Effectiveness Improvements. This task consists of activities relating to Total Supply Chain Efficiency and Effectiveness improvements. The contractor shall apply knowledge and demonstrated proven performance in commercial Supply Chain industry for implementing successful savings in regards to efficiency through financial analysis while improving effectiveness to the end customer.

The contractor shall attend meetings, briefings, conferences, and workshops related to this task. Contractor shall be responsible for briefing slides or other documentation required for meeting.

1.3.2.1 Subtask 1: Supply Chain Improvements. The contractor shall identify and implement areas within the Supply Chain for significant efficiency improvements that affect USTRANSCOM and its Joint Deployment and Distribution Enterprise (JDDE) partners. Contractors will use proven continuous process improvement techniques that yield significant improvements to effectiveness while simultaneously reducing net overall distribution costs to the warfighter.

- Improvement measured against SCOR based JDDE Performance Metric Framework (PMF)
- Benchmarking against commercial Gold Standard Supply Chain practices
- Ensuring operational readiness conditions are exceeded

A draft of the Supply Chain Improvements Action Plan will be submitted to the COR within ninety (90) calendar days after task order award. The contractor shall submit future updates to the Supply Chain Improvement Action Plan within fifteen (15) calendar days of identification and document in the MSR.

Defense Transportation System (DTS) Process Improvement Approach. Contractor shall identify process changes within USTRANSCOM that can result in reduced costs and improved effectiveness by attracting to and retaining additional cargo within the DTS and enabling such outcomes as improved by purchasing/acquisition leverage and expansion/application of USTRANSCOM's inherent service capabilities. Contractor shall identify implications for implementing these processes and shall, if requested by the Government, assist with implementation of these processes and key interfaces with any organizations that will initiate and/or expand their use of the DTS.

The contractor shall be prepared to provide inbrief within seven (7) calendar days upon notification by Government lead and kick off meeting, and prepare a process improvement approach within ten (10) calendar days of kick-off meeting. Brief updates to the process improvement approach shall be provided at thirty (30) calendar days from kick-off meeting with the final out brief. An Executive Outbrief will be held no later than sixty (60) days after kick-off meeting with the final report with detailed cost benefit analysis due at ninety (90) calendar days from kick-off meeting. The contractor shall be notified by the Government lead of the kick-off meeting via e-mail with a copy sent to the Contracting Specialist and COR for the files.

The period of performance for DTS Process Improvement Approach support is upon notification by Government lead and kick-off meeting through 60 calendar days.

1.3.2.2 Subtask 2: Efficiency and Effectiveness Improvements for Distribution. The contractor shall develop an optimal transportation design solution with support for implementation pertaining to total

Supply Chain Efficiency and Effectiveness to include transportation, supply decisions, and theater distribution. Contractor shall design distribution improvements for both air and surface movements. Upon approval by the Government, the contractor shall assist with the implementation and institutionalization with the appropriate agencies. The contractor shall develop specific action plans with key milestones for the appropriate lanes. The contractor shall draft advisories; and upon approval by the Government, coordinate these advisories with appropriate agencies to announcing changes to current transportation and/or distribution practices. Any required transportation and/or distribution advisories resulting from identified supply chain improvements shall be presented to the Government within ten (10) calendar days of identification.

1.3.2.2.1 Air Distribution Improvements (ADI). Contractor shall design and develop solution set pertaining to improve efficiency and effectiveness for strategic airlift to include commercial options. Contractor will develop a concept of operations that addresses the following:

- Design an approach for optimizing movement of sustainment cargo
- Evaluate, and where warranted, identify ways to improve distribution effectiveness and efficiency by integrating and leveraging sustainment and non-sustainment distribution processes including TACC Operations of Channel Missions, Special Assignment Airlift Missions (SAAM), Air Tenders, World Wide Express (WWX), etc.
- Identify optimal aircraft type based upon cargo type, pallet contour, and material flow/routePerformance metrics that measure and track performance improvements at the JDDE levelNo negative impact on Air Mobility Command (AMC) Flying Hour Program
- Maintain Civil Reserve Air Fleet (CRAF) contractual obligations
- In accordance with the Services Air Clearance Authorities (ACAs)
- Ensuring best value capacity for cargo movement
- Improvements measured against SCOR and PBM
- Benchmarking against commercial Gold Standard Supply Chain practices
- Ensuring operational efficiency and effectiveness to the warfighter is exceeded

Contractor shall assist the Government with the implementation of the concept of operations to the DPO affected partners to ensure near, long-term results, and adapt to changing operational requirements. Contractor shall analyze each specific air distribution lane and determine the optimal cargo movement to support specific routes.

A draft of the Air Distribution Improvements Action Plan will be submitted to the COR within thirty (30) calendar days after task order award. The contractor shall submit future updates to the Air Distribution Improvement Action Plan within fifteen (15) calendar days of identification and document in the MSR.

1.3.2.2.1.1. Strategic Air Route Plan (SARP). Contractor shall develop the Strategic Air Route Plan (SARP) and all processes to maintain/manage the program. The contractor shall work in accordance to the above guidelines and standard supply chain practices to provide detailed analysis on specific routes and customer locations serviced via mixed or pure 463L pallets. The contractor will train and refine processes with the Government execution team and the Fusion Center, to include producing monthly updates to the SARP during the training/transition period

- Provide guidance and support to USTRANSCOM J5/4-LS to institutionalize the SARP process

The period of performance for Strategic Air Route Plan Support is contract modification through 30 September 2010 and any option periods, if exercised.

1.3.2.2.2 Surface Distribution Improvements (SDI). Contractor shall design and develop solution set pertaining to improve efficiency and effectiveness for strategic surface movement to include commercial options. Contractor shall assist the Government in the development of a concept of operations that address the following:

- Design an approach for optimizing movement of sustainment cargo to include evaluation of both established and emerging distribution lanes especially those that have significant opportunities for improved efficiency and effectiveness
- Performance metrics that measure and track performance improvements at the JDDE level
- Maintain Voluntary Intermodal Sealift Agreement (VISA) contractual obligations
- In accordance with Universal Services Contract (USC) 06
- In accordance with Defense Transportation Coordination Initiative (DTCI)
- Ensuring best value capacity for cargo movement
- Improvements measured against SCOR and PBM
- Benchmarking against commercial Gold Standard Supply Chain practices
- Ensuring operational efficiency and effectiveness to the warfighter is exceeded

Contractor shall assist the Government with the implementation of the concept of operations to the DPO affected partners to ensure near, long-term results, and adapt to changing operational requirements. Contractor will analyze each specific surface distribution lane and determine the optimal cargo movement to support specific routes.

A draft of the Surface Distribution Improvements Action Plan will be submitted to the COR within thirty (30) calendar days after task order award. The contractor shall submit future updates to the Surface Distribution Improvement Action Plan within fifteen (15) calendar days of identification and document in the MSR.

1.3.3 Task 3: Institutionalizing Total Supply Chain Efficiency and Effectiveness Improvements. This task consists of activities relating to the codification of results of task 1.3.2 into policy and regulation changes.

1.3.3.1 Subtask 1: Institutionalizing Distribution Improvements (IDI). Contractor shall provide final solutions to the Government and assist in getting solutions reflected in applicable regulations, policies, and procedures of all affected JDDE partners. A draft of Institutionalizing Distribution Improvements shall be submitted to the COR within ninety (90) calendar days after task order award. The contractor shall submit future updates to the Institutionalizing Distribution Improvements within fifteen (15) calendar days of identification and document in the MSR.

The contractor shall provide all developed metrics to the Distribution Metric Group (DMG) to be included into the monthly Command Metric Briefings and Theater Integrated Distribution Lane (IDL) updates. The contractor shall provide the necessary training and framework for continued measurement of metrics to applicable Government entities for prolonged success.

Upon approval of the Distribution Transformation Task Force (DTTF), the contractor shall submit the Institutionalizing Distribution Improvements Action Plan - a specific action plan with key milestones for the appropriate lanes – to the COR within fifteen (15) calendar days. The contractor shall provide the required documentation to the Government to initiate changes in the applicable regulations, policies, and procedures within fifteen (15) calendar days after Institutionalizing Distribution Improvements Action Plan approval.

1.4. Deliverables

All deliverables shall meet professional standards and meet the requirements set forth in contractual documentation. The contractor shall provide all deliverables electronically in Microsoft Office (Word, Excel, PowerPoint, Project, etc.) formats pursuant to the following schedule.

PWS Para	Deliverable Title	Delivery Schedule
1.3.1.1	Task Order Management Plan	Draft – within fifteen business days of task order award Final – within five business days of Government comment
1.3.1.2	Monthly Status Reports	No later than the fifth business day of each month
1.3.1.3	IPR Presentation Materials	One business day prior to the IPR
1.3.1.3	IPR Minutes	Within two business days after IPR as requested by the COR
1.3.1.4	Trip Reports	Within five business days after completion of travel
1.3.1.5	Employment Status Report	Initial – Within thirty calendar days after task order award Subsequent – Within five business days of any changes in personnel
1.3.2.1	Supply Chain Improvements Action Plan	Draft – Within ninety calendar days after task order award
1.3.2.1	Supply Chain Improvements Action Plan Updates	Submitted within fifteen calendar days of identification and documented in the MSR
1.3.2.1	DTS Process Improvement Approach In Brief	In Brief due within seven (7) days of Government notification and kick-off meeting
1.3.2.1	Initial DTS Process Improvement Approach	Initial approach due within ten (10) calendar days of kick-off meeting
1.3.2.1	First Update to DTS Process Improvement Approach	First update due thirty (30) calendar days of kick-off meeting
1.3.2.1	DTS Process Improvement Approach Executive Out Brief	Executive Out Brief due sixty (60) calendar days of kick-off meeting
1.3.2.1	DTS Process Improvement Approach Final Report	Final report due ninety (90) calendar days of kick-off meeting
1.3.2.2	Transportation and/or Distribution Advisories	Presented to the Government within ten calendar days of identification
1.3.2.2.1	Air Distribution Improvements Action Plan	Draft - Within thirty calendar days after task order award
1.3.2.2.1	Air Distribution Improvements Action Plan Updates	Submitted within fifteen calendar days of identification and documented in the MSR
1.3.2.2.1	Special Assignment Airlift Missions (SAAM) and Air Tender Opportunity Overview	Submitted within 120 days of contract modification
1.3.2.2.1.1	Strategic Air Route Plan (SARP) Conceptual Design	Submitted within 120 days of contract modification
1.3.2.2.1.1	SARP Conceptual Design Updates	Submitted within fifteen calendar days of identification and documented in the MSR
1.3.2.2.2	Surface Distribution Improvements Action Plan	Draft - Within thirty calendar days after task order award
1.3.2.2.2	Surface Distribution Improvements	Submitted within fifteen calendar days of

	Action Plan Updates	identification and documented in the MSR
1.3.3.1	Institutionalizing Distribution Improvements	Draft -Within ninety calendar days after task order award; updates submitted within fifteen calendar days after identification and documented in the MSR
1.3.3.1	Institutionalizing Distribution Improvements Action Plans	Submitted within fifteen calendar days of Distribution Transformation Task Force approval
1.3.3.1	Regulations, Policies, and Procedures Changes	Initiate changes within fifteen calendar days of Institutionalizing Distribution Improvements Action Plan approval

SECTION 2. SERVICE DELIVERY SUMMARY

The Services Delivery Summary (SDS) represents the most important contract objective that, when met, will ensure contract performance is satisfactory. Although not all PWS requirements are listed in the SDS, the contractor is fully expected to comply with all requirements in the PWS.

PWS Para	Performance Objective	Performance Threshold
1.3.1.1	Task Order Management Plan	Plan submittal shall be on time 100% of the time
1.3.1.2	Monthly Status Reports	98% of the time Monthly Status Report is timely each month and 99% accurate
1.3.1.3	IPR Presentation Materials	99% of the time IPR Presentation Materials are received one business day prior to the IPR, complete, and 99% accurate
1.3.1.3	IPR Minutes	98% of the time IPR Minutes are received two business days after IPR and 99% accurate
1.3.1.4	Trip Reports	98% of the time Trip Reports are received within five business days after completion of travel and 99% accurate
1.3.1.5	Employment Status Report	98% of the time Employment Status Report is received within five business days of any changes in personnel.
1.3.2.1 through 1.3.3.1	Supply Chain Improvements	Deliverables received on time and accurate 98% of the time

SECTION 3. GOVERNMENT-FURNISHED PROPERTY AND SERVICES

3.1 The Government shall provide the following resources to the contractor for performance of this task order:

The Government shall furnish appropriate user identification cards and passwords for shared resources. Multiple sources of data are required throughout the terms of this PWS and shall be provide by the Government in a timely manner. The use of contractor-requested Government office space, etc, shall be evaluated on an "as needed" basis, with contract modification as appropriate.

SECTION 4. GENERAL INFORMATION

4.1 Place of Performance. The primary place of performance is the contractor's site, Services will be performed during normal work hours, 0700-1700 Central Time, Monday-Friday, excluding government

holidays and periods of OCONUS travel. Contractor-site not located in the central time zone shall coordinate with the Government to ensure sufficient personnel are available during the early morning and late afternoon hours.

4.2 Period of Performance.

Period of Performance for the Base Year is 01 October 2009 through 30 September 2010.

Period of Performance for the First Option Year is 01 October 2010 through 30 September 2011.

Period of Performance for the Second Option Year is 01 October 2011 through 30 September 2012.

4.3 Travel. Performance under this task order may require contractor travel within and outside the Continental United States. The Government will reimburse the contractor for travel expenses subject to Federal Acquisition Regulation and Joint Travel Regulation. All contractor travel shall be coordinated with and approved by the primary and/or alternate Contracting Officer Representative (COR) prior to incurring any travel expenses. Travel requests shall be in writing and contain the Government Action Officer name requesting the specific travel, dates, location, and estimated travel costs. The contractor shall identify personnel who will be traveling in sufficient time to obtain the lowest possible rates for airfare, rental car and lodging. The contractor shall submit trip reports as stated in the aforementioned paragraph 1.3.1.4 of this PWS. The Government will not reimburse local travel and related expenses to the contractor for daily travel to or from work at Scott AFB, IL.

FISCAL YEAR	LOCATION	# OF TRIPS	# OF DAYS	# OF PEOPLE
FY10	CONUS ¹	48	3	8
	CONUS ³	<u>233</u>	3	<u>43</u>
	OCONUS ⁴	2	5	1
	OCONUS ²	4	5	8
	CONUS ⁵	6	4	2
FY11	CONUS ¹	48	3	8
	CONUS ³	<u>448</u>	3	<u>43</u>
	OCONUS ⁴	4	5	1
	OCONUS ²	4	5	8
	CONUS ⁵	6	4	2
FY12	CONUS ¹	48	3	8
	CONUS ³	<u>448</u>	3	<u>43</u>
	OCONUS ⁴	4	5	1
	OCONUS ²	4	5	8
	CONUS ⁵	6	4	2

Note ¹ - site visits to east/west coast to Government facilities and contractor locations

Note ² - site visits to the European Theater, Pacific Theater, Southwest Asia Theater, and the Central and South American Theater

Note ³ - site visits to east/west coast to Government facilities in support of SARP

Note ⁴ - site visits to the European Theater, Pacific Theater, Southwest Asia Theater, and the Central and South American Theater in support of SARP

Note ⁵ - site visit to east/west coast to Government Agencies in support of DTS Process Improvement

4.4 Contract Manager. The contractor shall provide a Contract Manager who shall be responsible for the performance of the work. The name of the Contract Manager and alternate(s), who shall act for the contractor when the Contract Manager is absent, shall be designated in writing to the Contracting Officer (CO). The contractor shall ensure all personnel assigned to this contract meet the minimum requirements specified in the contractor's proposal, IAW the generic resumes provided as part of the contractor's

staffing approach. The contractor shall notify the CO in writing of any changes to personnel within 3 workdays after information is known.

4.5 Contractor Employees. The contractor shall provide personnel with expertise in the subject matter areas to comply with the terms of this requirement. The personnel shall be capable of working independently and with demonstrated knowledge in financial analysis in regards to total supply chain efficiency, SCOR model, and documented best practices in the commercial supply chain industry.

4.6 Quality Assurance. The contractor shall support Government agency reviews and audits of all services and support provided under this PWS. The contractor shall be prepared to support Quality Assurance reviews conducted by the Government. The Government reserves the right to authorize an independent verification and validation of the contractor's procedures, methods, data, equipment, and other services provided at any time during the performance of this PWS.

4.7 Non-Disclosure Agreements (NDA). The Government will require contractor personnel to sign a non-disclosure statement to protect non-public information of other contractors and/or the Government. The NDA is at Appendix 2.

SECTION 5. SECURITY (PHYSICAL, PERSONNEL, INFORMATION, ANTITERRORISM / FORCE PROTECTION AND INDUSTRIAL SECURITY)

5.1 The overall classification of work associated with this PWS is at the SECRET level. The work detailed in the task and deliverable sections of this PWS will require a SECRET clearance eligibility and access for contract employees who need access to SECRET material. Classified material handled by contract members will be safeguarded and derivatively classified IAW E.O. 12958, Section 1.4, USTRANSCOM Instructions and all applicable OSD Classification Guides. The contract work associated with this PWS deals directly with the supply chain process in support of the distribution process for DOD. A completed / signed DD 254 is attached to this PWS.

5.2 Personnel working the classified deliverables of this contract will require access to controlled areas and classified information within USTRANSCOM and/or other Government facilities for meetings, collaboration and deliverables completion. This access will require contract members to have a favorably completed NACLC, resulting in SECRET eligibility when adjudicated the Defense Industrial Security Office. Interim Secret clearance eligibility is accepted provided it was granted by the Defense Industrial Security Clearance Office (DISCO).

5.3 Other contract personnel assigned to this PWS who do not require access to classified material but will still work in support of this contract on the deliverables or who will require access to Non-Secure Internet Protocol Router Network (NIPRNET) applications and/or who will require Common Access Cards (CAC), must successfully complete a National Agency Check with Inquiries (NACI) or suitable investigation meeting the NACI level or equivalent. Favorable NACI or equivalent investigation results must be posted in the Joint Personnel Adjudication System (JPAS). Before a CAC or NIPRNET access is issued the NACI must be opened and fingerprint and name check returned favorably to the USTRANSCOM Security Services Center (SSC). NACI submissions will be completed on the Standard Form (SF) 85P and submitted with fingerprint cards (FP 258) to USTRANSCOM Force Protection, SSC.

5.4 The company who is awarded the contract must have a valid Facilities Clearance Level (FCL) at the SECRET level at a minimum. This requirement includes any subcontractors assigned to this contract. Interim Facility Clearance Levels are acceptable provided they have not expired prior to final adjudication by DSS. FCL procedures and security guidelines for adjudicative requirements are outlined in DOD 5220.22-M and DOD 5200.2-R.

5.5 Upon award of this contract, all names of contract employees will be submitted to USTRANSCOM Force Protection (FP), Security Service Center (SSC) through the COR for vetting through JPAS to ensure investigative and clearance requirements have been obtained before the start date of the contract. This will be completed prior to the Contract Officer Representative (COR) / Trusted Agent (TA) submitting contract employees for the Common Access Card(s) (CAC) in the DOD Contract Verification System (CVS). If a contract member does not have the appropriate investigative or security clearance requirement to support this contract the employee will be denied the ability to work in support of this PWS. Notification of this will be provided to the COR and KO upon verification for their contract file.

5.6 Upon notification by the SSC that contract personnel meet the required investigative and clearance level, personnel will be loaded in CVS and have an expiration on their CAC for the base year, plus two option years, for a three year total, if the contract is fully funded. If the contract is unfunded or funded on a yearly basis requiring recertification of funding, CAC's will only be loaded for the base contract year only. Subsequent option and bridge years for unfunded contracts will only be loaded on a yearly basis for the approved year(s) not to exceed a three year total.

5.7 Upon receipt of the approved CAC for this specific contract, permanently assigned contract employees located at USTRANSCOM at SAFB, IL, may obtain the AF 1199 (Restricted Area Badge) if the employee meets the requirements set forth in the SFAB Instruction 31-101. Only personnel assigned physically on SAFB at least 4 days a week will be issued the AF 1199 unless an exception to policy is approved by the 375th SFS through USTRANSCOM Force Protection.

5.8 A Visit Authorization Letter (VAL) or Visit Authorization Request (VAR) will be required for contract personnel who are assigned to USTRANSCOM at SAFB, IL. The VAL/VAR request will be received 48 hours prior to start of the contractor employee. VAL/VAR requests can be submitted to the USTRANSCOM Security Services Center (SSC) via email or fax (USTC-Visit@ustrancom.mil or 618-229-0108). An example copy of the VAL or VAR can be obtained from USTRANSCOM SSC from the contact numbers listed below. VAL/VAR submissions must include the approved copy of the DD 254 with the USTRANSCOM tracking number in block 2c (number starts with USTRANSCOM-FP and has a five digit number with a two digit year ending: example – USTRANSCOM-FP-00001-09).

5.9 Any visit to USTRANSCOM at SAFB or any other unit on military installations by contract personnel not permanently assigned to this contract (company presidents, company security managers, contract employees not assigned at SAFB, etc) require an electronic visit request in the Joint Personnel Adjudication Systems (JPAS). The JPAS Security Management Office (SMO) code for visits to USTRANSCOM is TCJ3-F.

5.10 Upon completion of this contract, the contract employee will surrender all government supplies, materials and equipment COR. The contractor CAC and any security badges issued will be turned into the USTRANSCOM SSC at SAFB, IL. This will be accomplished on the last day of the contract or upon any termination/reassignment of a contract employee. COR's who obtain CAC and security badges due to short notice terminations or release of contract employees will revoke access in CVS and turn the CAC and security badge into the SSC for final processing/out-processing.

5.11 Security briefing/debriefing statement (Standard Form 312) will be completed upon start/completion of the contract if assigned to USTRANSCOM at SAFB, IL.

5.12 Contractor employees physically assigned to USTRANSCOM at SAFB shall attend/complete the following training as prescribed by DOD, USTRANSCOM and Air Force Instructions: Employee Initial

Security Briefing, Annual Security Awareness Training, Operations Security (OPSEC) and DOD Antiterrorism Level 1 training.

5.13 The contractor shall ensure the roles/privileges assigned to contract employees on the Government computing platforms are limited to the roles/privileges essential to that individual's performance of his/her assignments. These roles/privileges can be limited or revoked by the Government for any reason.

5.14 If the Government notifies the contractor that the employment or the continued employment of any contractor employee is prejudicial to the interests or endangers the security of the United States of America, that person shall be removed and barred from the worksite. This includes security deviations/incidents and credible derogatory information on contract members during the course of the contract period. The awarded contract company shall make any changes necessary in the appointment(s) to continue performance in this contract.

5.15 Security Regulation Compliance. The contractor will be required to comply with all security regulations and directives as identified herein, and other security requirements located in this contract. The contract members are required to attend required security training outlined in 5.11 of this PWS upon start of the contract. This training will be provided to the contract employees by USTRANSCOM Force Protection Personnel at SAFB, IL. Security training completed before the start of this contract may be considered the equivalent upon evaluation and approval by USTRANSCOM Force Protection.

Security Regulation Guidance:

Department of Defense (DOD):

2000.16 (DOD Antiterrorism (AT) Standards)
5200.1-R (DOD Information Security Program)
5200.2-R (DOD Personnel Security Program)
5200.08-R (DOD Physical Security Program)
5220.22-M (National Industrial Security Program)
8500.1 (Information Assurance (IA))
2000.12 (DOD Antiterrorism (AT) Program)
8500.2 (Information Assurance (IA) Implementation)

DOD regulations found at:

<http://www.dtic.mil/whs/directives/corres/publ.html>

Scott Air Force Base:

SAFB Instruction 31-101 (Installation Security Instruction)

(Restricted publication. Sent only to .mil domains when forwarding. Not for public distribution.)

Forms:

DD 254, DOD, Contract Security Classification Specification

DOD forms found at:

<http://www.dtic.mil/whs/directives/corres/publ.html>

Security Section Acronyms:

Acronym	Definition
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ANACI	Access National Agency Check and Inquiries
AT	Antiterrorism
CAC	Common Access Card
CAGE	Commercial and Government Entity
DISCO	Defense Industrial Security Clearance Office
DOD	Department of Defense
FP	Force Protection
FCL	Facilities Clearance Level
FOUO	For Official Use Only
FSO	Facilities Security Officer
JPAS	Joint Personnel Adjudication System
GFP	Government Furnished Property
NACLC	National Agency Check with Local Agency and Credit Check
OPSEC	Operations Security
OCA	Original Classification Authority
PCL	Personnel Clearance Level
SAFB	Scott Air Force Base
SMO	Security Management Office
USAF	United States Air Force
USTRANSCOM	United States Transportation Command
VAL	Visit Authorization Letter
VAR	Visit Authorization Request

USTRANSCOM Force Protection (Industrial Security) Points of Contact:

Patrick Collins or Steven Strait

508 Scott Drive

TCJ3-FP

Scott AFB, IL. 62225

Commercial: 618-229-7349/8287 (respectively)

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USTC FP Approval: Patrick Collins, 13 April 2009

DD 254 attached

USTC FP Tracking #: USTRANSCOM-FP-0001-09

SECTION 6. Contractor Transition

6.1 Exit Requirements. If this contract is terminated for any reason by the Government or if an option year is not exercised, the contractor shall be given a sixty (60)-business day transition period. The contractor shall organize all work related documents and files, store them on the designated shared drives, and provide a file plan outlining the file structure. Status for each project will be documented, to include recent, current, and pending actions. The contractor shall provide a listing of all GFE and COTS utilized in support of this task order and soft copies of all procedures and training materials developed as part of this task order. In addition, the contractor shall provide a complete list of all badges, vehicle passes, and Government software access permissions by individual currently working on the task order. The contractor must ensure no logistics or contract data is corrupted, changed, or altered in a manner that would cause damage to the Government.

6.2 Ramp Up Time. The contractor shall have at least 50 percent (50%) of all necessary personnel and the capability to support each task at task order award. The contractor shall have 75 percent (75%) of personnel available fifteen (15) calendar days after task order award and 100 percent (100%) thirty (30) calendar days after task order award. The contractor shall ensure that personnel start dates do not impair performance to meet all deliverables.

APPENDICES:

1. **ACRONYMS**
2. **NON-DISCLOSURE AGREEMENT**

Appendix 1

ACRONYMS

Acronym	Definition
ACA	Air Clearance Authority
ADI	Air Distribution Improvements
AMC	Air Mobility Command
AO	Action Officer
AT21	Agile Transportation for the 21st Century
BPM	Business Process Management
CO	Contracting Officer
COR	Contracting Officer's Representative
CRAF	Civil Reserve Air Fleet
DOD	Department of Defense
DMG	Distribution Metrics Group
DPO	Distribution Process Owner
DOTMLPF-P	Doctrine, Organization, Training, Materiel, Leadership, Personnel, Facilities, and Policy
DTCI	Defense Transportation Coordination Initiative
DTS	Defense Transportation System
DTTF	Distribution Transformation Task Force
IDI	Institutionalizing Distribution Improvements
IDL	Integrated Distribution Lane
IPR	In Progress Review
JDDE	Joint Deployment and Distribution Enterprise
MSR	Monthly Status Report
NDA	Non-Disclosure Agreement
PBM	Performance Based Metrics
PMF	Performance Metric Framework
PWS	Performance Work Statement
SCOR	Supply Chain Operational Reference
SDI	Surface Distribution Improvements
SDS	Service Delivery Summary
USC	Universal Services Contract
TSCPI	Total Supply Chain Process Improvement

USTRANSCOM	United States Transportation Command
VISA	Voluntary Intermodal Sealift Agreement

Appendix 2

NON-DISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES SUPPORTING USTRANSCOM CONTRACTS

NOTE: This Non-Disclosure Agreement is a standard agreement designed for use by contractor (including subcontractor) employees assigned to work on USTRANSCOM contracts. Its use is designed to protect non-public government information from disclosure and prevent violations of federal statutes/regulations. The restrictions contained in this agreement also serve contractors by promoting compliant behavior that keeps contractors eligible to compete for government contracts. In addition to the potential impact on future business opportunities, failure to abide by this agreement could result in administrative, civil or criminal penalties specified by statute or regulation.

1. I, _____ currently an employee of _____, hereby agree to the terms and conditions set forth below:

2. I understand that I will have access to confidential business information (as defined by 18 USC 1905), contractor bid or proposal information (as defined by FAR 3.104-3), and/or source selection sensitive information (as defined by FAR 3.104-3) either for contract performance or as a result of working in a USTRANSCOM facility or of working near USTRANSCOM personnel, contractors, visitors, etc. I fully understand that such information is sensitive and must be protected in accordance with 41 U.S. Code Section 423 and 18 U.S. Code Section 1905 and FAR Part 3. I also certify that I do not have any real or apparent conflicts of interest with respect to the information disclosed. If any potential conflicts of interest, real or otherwise, do present themselves, then I shall immediately disclose the pertinent information that may be a potential conflict to an agency ethics official who shall review the circumstances.

3. In the course of performing under contract/order # _____ or some other contract or subcontract for the USTRANSCOM, I agree to:

a) Use only for Government purpose any and all confidential business information, contractor bid or proposal information, and/or source selection sensitive information to which I am given access. I agree not to disclose "non-public information" by any means (in whole or in part, alone or in combination with other information, directly or indirectly or derivatively) to any person except to a U.S. Government official with a need to know or to a non-Government person (including, but not limited to, a person in my company, affiliated companies, subcontractors, etc.) who has a need to know related to the immediate contract/order, has executed a valid form of this non-disclosure agreement, and receives prior clearance by the contracting officer. All distribution of the documents will be controlled with the concurrence of the contracting officer.

b) "Non-public information", as used herein, includes trade secrets, confidential or proprietary business information (as defined for government employees in 18 USC 1905); advance procurement information (future requirements, acquisition strategies, statements of work, budget/program/planning data, etc.); source selection information (proposal rankings, source selection plans, contractor bid or proposal information); information protected by the Privacy Act (social security numbers, home addresses, etc.); sensitive information protected from release under the Freedom of Information Act (pre-decisional deliberations, litigation materials, privileged material, etc.); and information that has not been

released to the general public and has not been authorized for such release (as defined for government employees in 5 CFR 2635.703).

c) Not to use such information for any non-governmental purposes, including, but not limited to, the preparation of bids or proposals, or the development or execution of other business or commercial ventures.

d) To store the information in such a manner as to prevent inadvertent disclosure or releases to individuals who have not been authorized access to it.

4. I understand that I must never make an unauthorized disclosure or use of confidential business information, contractor bid or proposal information, and/or source selection sensitive information unless:

a) The information has otherwise been made available without restriction to the government, to a competing contractor, or to the public;

b) The contracting officer determines that such information is not subject to protection from release.

5. I agree that I shall not seek access to "non-public information" beyond what is required for the performance of the services I am contracted to perform. I agree that when I seek access to such information or attend meetings or communicate with other parties about such information, I will identify myself as a contractor. Should I become aware of any improper or unintentional release or disclosure of "non-public information", I will immediately report it to the contracting officer in writing. I agree that I will return all forms (including copies or reproduction of original documents) of any "non-public information" provided to me by the government for use in performing my duties to the control of the Government when my duties no longer require this information.

By signing below, I certify that I have read and understand the terms of this Non-Disclosure Agreement and voluntarily agree to be bound by its terms.

Signature of Employee

Date

Printed Employee Name

Government COR

Date

Contracting Officer

Date

Bien, Jolynn CIV USTRANSCOM CS

From: Mail Delivery Subsystem [MAILER-DAEMON@mail2.ustranscom.mil]
Sent: Friday, May 28, 2010 2:44 PM
To: Bien, Jolynn CIV USTRANSCOM CS
Subject: Return receipt
Attachments: ATT3790312.txt; ATT3790313.txt

The original message was received at Fri, 28 May 2010 14:43:31 -0500 (CDT) from syn.transcom.mil [214.3.16.236]

----- The following addresses had successful delivery notifications -----
<kkula@input.com> (relayed to non-DSN-aware mailer)

----- Transcript of session follows ----- <kkula@input.com>... relayed; expect no further notifications

ATT3790312.txt

Reporting-MTA: dns; mail2.ustranscom.mil

Received-From-MTA: DNS; syn.transcom.mil

Arrival-Date: Fri, 28 May 2010 14:43:31 -0500 (CDT)

Original-Recipient: rfc822;kkula@input.com

Final-Recipient: RFC822; kkula@input.com

Action: relayed (to non-DSN-aware mailer)

Status: 2.1.5

Remote-MTA: DNS; mail.global.frontbridge.com

Diagnostic-Code: SMTP; 250 2.1.5 Recipient OK

Last-Attempt-Date: Fri, 28 May 2010 14:43:33 -0500 (CDT)

ATT3790313.txt

Return-Path: <jolynn.bien@ustranscom.mil>
Received: from syn.ustranscom.mil (syn.transcom.mil [214.3.16.236])
by mail2.ustranscom.mil (8.14.4/8.14.4) with ESMTTP id o4SJhVTE001276
for <kkula@input.com>; Fri, 28 May 2010 14:43:31 -0500 (CDT)
Received: from ustcexfe02.hq.ds.transcom.mil (unknown [172.16.210.20])
by syn.ustranscom.mil (Postfix) with ESMTTP id C84763EA3
for <kkula@input.com>; Fri, 28 May 2010 14:43:27 -0500 (CDT)
Received: from USTCVEX10.hq.ds.transcom.mil ([172.16.210.101]) by
ustcexfe02.hq.ds.transcom.mil with Microsoft SMTPSVC(6.0.3790.3959);
Fri, 28 May 2010 14:43:27 -0500
x-mimeole: Produced By Microsoft Exchange V6.5
Content-class: urn:content-classes:message
Return-Receipt-To: "Bien, Jolynn CIV USTRANSCOM CS" <Jolynn.Bien@ustranscom.mil>
MIME-Version: 1.0
Disposition-Notification-To: "Bien, Jolynn CIV USTRANSCOM CS"
<Jolynn.Bien@ustranscom.mil>
Subject: Your FOIA Request, OPPID 38929 (USTRANSCOM FOIA No. 10-73)
Content-Type: multipart/signed;
boundary="-----_NextPart_000_012C_01CAFE74.205F7A30";
protocol="application/x-pkcs7-signature";
micalg=SHA1
Date: Fri, 28 May 2010 14:43:27 -0500
Message-ID: <576D184B7A027F4EA83B86CF05393E3C0199D0F2@USTCVEX10.hq.ds.transcom.mil>
X-MS-Has-Attach: yes
X-MS-TNEF-Correlator:
Thread-Topic: Your FOIA Request, OPPID 38929 (USTRANSCOM FOIA No. 10-73)
Thread-Index: Acr+ngkNLU1O3282TLKV6tSf14MCJg==
From: "Bien, Jolynn CIV USTRANSCOM CS" <Jolynn.Bien@ustranscom.mil>
To: <kkula@input.com>
Cc: "Bien, Jolynn CIV USTRANSCOM CS" <Jolynn.Bien@ustranscom.mil>
X-OriginalArrivalTime: 28 May 2010 19:43:27.0779 (UTC) FILETIME=[0B167730:01CAFE9E]
X-USTRANSCOM-MailScanner-Information: Please contact the ISP for more information
X-USTRANSCOM-MailScanner: Found to be clean
X-USTRANSCOM-MailScanner-SpamCheck: not spam (whitelisted),
SpamAssassin (not cached, score=-2, required 5, autolearn=not spam,
BAYES_00 -2.00)
X-USTRANSCOM-MailScanner-From: jolynn.bien@ustranscom.mil
X-USTRANSCOM-MailScanner-To: kkula@input.com
X-Spam-Status: No