

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W81GYE-3323-9001		PAGE 1 OF 78	
2. CONTRACT NO. W81GYE-04-C-0035		3. AWARD/EFFECTIVE DATE 28-May-2004		4. ORDER NUMBER		5. SOLICITATION NUMBER W81GYE-04-R-0022	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME ELVIE THOMPSON				b. TELEPHONE NUMBER (No Collect Calls) 703-428-3474	
9. ISSUED BY SDDC CONTRACTING CENTER SDAQ-P PERSONAL PROP & PASSENGER SERVICES 200 STOVALL STREET, 12S45 ALEXANDRIA VA 22332-5000 TEL: 703-428-3305 FAX: 703-428-3381		CODE W81GYEB7		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 541512 SIZE STANDARD: 21000000		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/ OFFEROR (b)(6) 4300 FAIR LAKES COURT FAIRFAX VA 22033-4232 TEL. 703-227-7068		CODE 3FUL4 FACILITY CODE 3FUL4		18a. PAYMENT WILL BE MADE BY DFAS-NE ATTN OM/FPB PO BOX 7020 BELLEVUE NE 68005-1920			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE					
						23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$1,396,833.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>0</u> COPIES <input type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE SRA INTERNATIONAL, INC <input checked="" type="checkbox"/> OFFER DATED <u>29-Apr-2004</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Patricia L. Thompson</i>		31c. DATE SIGNED 28-May-2004	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) PATRICIA THOMPSON / CONTRACT SPECIALIST TEL: 703-428-2070 EMAIL: thompson@sddc.army.mil			

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STANDARD FORM 1449 (REV 4/2002)
Prescribed by GSA
FAR (48 CFR) 53.212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)						PAGE 2 OF 78
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
				32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT		37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		
38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE			
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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Prescribed by GSA
FAR (48 CFR) 53.212

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	TASK 1 FFP Conduct a comprehensive gap analysis and design a detailed integrated DPS solution. This CLIN reflects all resources necessary for accomplishing the performance objective and achieving the performance standards associated with Task 1 as specified the performance work statement. PURCHASE REQUEST NUMBER: W81GYE-3323-9001				
					<hr/>
NET AMT					\$0.00
ACRN AB Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	GAP ANALYSIS FFP Conduct a comprehensive gap analysis and design a detailed integrated DPS solution in accordance with the performance work statement. PURCHASE REQUEST NUMBER: W81GYE-3323-9001	1	Lot	\$1,380,883.00	\$1,380,883.00
					<hr/>
NET AMT					\$1,380,883.00
ACRN AB Funded Amount					\$1,380,883.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		15,950	Each	\$1.00	\$15,950.00 NTE

TRAVEL

FFP

Travel in support of the DPS requirements shall have prior approval from the Contracting Officer. The quantity and cost shown above are estimates. The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR). The Contracting Officer shall approve the cost of travel in advance.

PURCHASE REQUEST NUMBER: W81GYE-3323-9001

NET AMT

\$15,950.00

ACRN AB Funded Amount

\$15,950.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	TASK 2 (OPTIONAL)				

FFP

Develop, test and implement an integrated DPS solution in accordance with the performance work statement. This CLIN reflects all resources necessary for accomplishing the performance objectives and achieving the performance standards associated with task 2 as specified in the performance work statement.

NET AMT

\$0.00

Funded Amount

\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	DEVELOP AND TEST FFP INCREMENT 1	1	Lot		
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	CONDUCT TRAINING/IMPLEMENT FFP Conduct Training, Implement, and Provide Interim Support for Increment 1	1	Lot		
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC	DEVELOP AND TEST FFP Increment 2	1	Lot		
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD	CONDUCT TRAINING/IMPLEMENT FFP Increment 2	1	Lot		
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$ NTE
0002AE	TRAVEL FFP Travel in support of the DPS requirements shall have prior approval from the Contracting Officer. The quantity and cost shown above are estimates. The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR). The Contracting Officer shall approve the cost of travel in advance.	24,200	Lot		
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT \$ NTE
0002AF	RESERVED FFP		Lot		
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	HARDWARE FFP This CLIN reflects the hardware procured in support of the effort of performing the integration and development necessary to field DPS. NOTE: THE GOVERNMENT MAY ORDER HARDWARE ANYTIME PRIOR TO OR CONCURRENT WITH ORDERING TASK. DETERMINATION OF DATE OF ORDER WILL BE MADE IN CONJUNCTION WITH GAP ANALYSIS. THE GOVERNMENT RESERVES THE RIGHT TO PROVIDE ANY OR ALL HARDWARE ELEMENTS WITH THE GAP ANALYSIS.	1	Lot		
NET AMT					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	SOFTWARE LICENSES (OPTIONAL) FFP This CLIN reflects the COTS software licenses procured in support of the effort of performing the integration and development necessary to field DPS. Prices for COTS software licenses are fixed. If, after contract award, the contractor changes the software for whatever reasons, including inability of supplier to deliver or support the software originally proposed, the contractor shall replace the software at no additional cost to the Government. Replacement software will meet all requirements in the contract. In the event the contract between the Government and contractor is terminated, the licenses for any software will transfer to the Government, at no cost to the Government, for as long as the licenses are valid. NOTE: THE GOVERNMENT MAY ORDER SOFTWARE ANYTIME PRIOR TO OR CONCURRENT WITH ORDERING TASK 2. DETERMINATION OF DATE OF ORDER WILL BE MADE IN CONJUNCTION WITH GAP ANALYSIS. THE GOVERNMENT RESERVES THE RIGHT TO PROVIDE ANY OR ALL SOFTWARE ELEMENTS AS GFE. THIS DETERMINATION WILL BE MADE IN CONJUNCTION WITH THE GAP ANALYSIS.	1	Lot		
NET AMT					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	TASK 3 (OPTIONAL TASK) (Year 1) FFP Operate, maintain, and support DPS, and provide user assistance and support. This CLIN reflects all resources necessary for accomplishing the performance objectives and achieving the performance standards associated with Task 3 as specified in the performance work statement.				
NET AMT					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA	12 Months OPERATE, MAINTAIN, AND SUPPORT DPS FFP				
NET AMT					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AB	3,423 Each TRAVEL FFP Travel in support of the DPS requirements shall have prior approval from the Contracting Officer. The quantity and cost shown above are estimates. The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR). The Contracting Officer shall approve the cost of travel in advance.				
NET AMT					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	TASK 3 (OPTIONAL TASK) (Year 2) FFP Operate, maintain, and support DPS, and provide user assistance and support. This CLIN reflects all resources necessary for accomplishing the performance objectives and achieving the performance standards associated with Task 3 as specified in the performance work statement.				
NET AMT					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA OPTION	12 Months OPERATE, MAINTAIN, AND SUPPORT DPS FFP				
NET AMT					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB OPTION	TRAVEL FFP Travel in support of the DPS requirements shall have prior approval from the Contracting Officer. The quantity and cost shown above are estimates. The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR). The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR).	3,423	Each		\$ NTE
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	TASK 3 (OPTIONAL TASK) (Year 3) FFP Operate, maintain, and support DPS, and provide user assistance and support. This CLIN reflects all resources necessary for accomplishing the performance objectives and achieving the performance standards associated with Task 3 as specified in the performance work statement.				
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA OPTION	OPERATE, MAINTAIN, AND SUPPORT DPS FFP	12	Months		
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB		3,423	Each		\$ NTE
OPTION	TRAVEL FFP Travel in support of the DPS requirements shall have prior approval from the Contracting Officer. The quantity and cost shown above are estimates. The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR). The Contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR).				
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001					
OPTION	TASK 3 (OPTIONAL TASK) (Year 2) FFP Operate, maintain, and support DPS, and provide user assistance and support. This CLIN reflects all resources necessary for accomplishing the performance objectives and achieving the performance standards associated with Task 3 as specified in the performance work statement.				
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA OPTION	OPERATE, MAINTAIN, AND SUPPORT DPS FFP	12	Months		
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB OPTION	TRAVEL FFP Travel in support of the DPS requirements shall have prior approval from the Contracting Officer. The quantity and cost shown above are estimates. The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR). The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR).	3,423	Each		\$ NTE
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	TASK 3 (OPTIONAL TASK) (Year 2) FFP Operate, maintain, and support DPS, and provide user assistance and support. This CLIN reflects all resources necessary for accomplishing the performance objectives and achieving the performance standards associated with Task 3 as specified in the performance work statement.				
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AA OPTION	OPERATE, MAINTAIN, AND SUPPORT DPS FFP	12	Months		
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB OPTION	TRAVEL FFP Travel in support of the DPS requirements shall have prior approval from the Contracting Officer. The quantity and cost shown above are estimates. The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR). The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR).	3,423	Each		\$ NTE
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001 OPTION	TASK 3 (OPTIONAL TASK) (Year 2) FFP Operate, maintain, and support DPS, and provide user assistance and support. This CLIN reflects all resources necessary for accomplishing the performance objectives and achieving the performance standards associated with Task 3 as specified in the performance work statement.				
NET AMT					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AA OPTION	12 Months OPERATE, MAINTAIN, AND SUPPORT DPS FFP				
NET AMT					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001AB OPTION	3,423 Each TRAVEL FFP Travel in support of the DPS requirements shall have prior approval from the Contracting Officer. The quantity and cost shown above are estimates. The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR). The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR).				
NET AMT					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6001 OPTION	TASK 3 (OPTIONAL TASK) (Year 2) FFP Operate, maintain, and support DPS, and provide user assistance and support. This CLIN reflects all resources necessary for accomplishing the performance objectives and achieving the performance standards associated with Task 3 as specified in the performance work statement.				
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6001AA OPTION	OPERATE, MAINTAIN, AND SUPPORT DPS FFP	12	Months		
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6001AB OPTION	TRAVEL FFP Travel in support of the DPS requirements shall have prior approval from the Contracting Officer. The quantity and cost shown above are estimates. The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR). The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR).	3,423	Each		\$ NTE
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7001 OPTION	TASK 3 (OPTIONAL TASK) (Year 2) FFP Operate, maintain, and support DPS, and provide user assistance and support. This CLIN reflects all resources necessary for accomplishing the performance objectives and achieving the performance standards associated with Task 3 as specified in the performance work statement.				
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7001AA OPTION	OPERATE, MAINTAIN, AND SUPPORT DPS FFP	12	Months		
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7001AB OPTION	TRAVEL FFP Travel in support of the DPS requirements shall have prior approval from the Contracting Officer. The quantity and cost shown above are estimates. The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR). The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR).	3,448	Each		\$ NTE
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
8001 OPTION	TASK 3 (OPTIONAL TASK) (Year 2) FFP Operate, maintain, and support DPS, and provide user assistance and support. This CLIN reflects all resources necessary for accomplishing the performance objectives and achieving the performance standards associated with Task 3 as specified in the performance work statement.				
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
8001AA OPTION	OPERATE, MAINTAIN, AND SUPPORT DPS FFP	12	Months		
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
8001AB OPTION	TRAVEL FFP Travel in support of the DPS requirements shall have prior approval from the Contracting Officer. The quantity and cost shown above are estimates. The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR). The contractor shall be reimbursed for travel expenses in accordance with the limitations of the Joint Travel Regulation (JTR).	3,423	Each		\$ NTE
					<hr/>
NET AMT					\$0.00
Funded Amount					\$0.00
FOB: Destination					

ACCOUNTING AND APPROPRIATION DATA

AB: 97X4930 FD30 4 E3 35-7780 TTTM0000000 8430 252B W81GYE-3323-9001B 389900 101467/42312-000/404
 AMOUNT: \$1,396,833.00

PERFORMANCE WORK STATMENT

Military Surface Deployment and Distribution Command (SDDC)

Families First

Defense Personal Property
Program (DPS)

Performance Work Statement

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1. General

The Surface Deployment and Distribution Command (SDDC) manages the Department of Defense's (DoD) \$1.8 billion Personal Property Program and is responsible for moving over 500,000 shipments annually for the Military Services, DoD agencies, and the U.S. Coast Guard. The future DoD Personal Property Program – "Families First" – intends to streamline the process and bring the personal property program into alignment with ongoing transportation reengineering and business improvement initiatives throughout DoD.

As part of the current Personal Property Program, DoD uses over one thousand transportation providers (TPs) for movement and storage services. Management of such a vast number of providers has resulted in complex processes to qualify TPs, solicit rates, distribute traffic, evaluate performance, pay bills, and settle claims. SDDC finds that managing this large and complex program requires the incorporation of commercial best practices and leading-edge technology to support program efficiencies and provide improved Personal Property service to the Military Services and DoD civilians around the globe.

SDDC currently operates one legacy information technology (IT) system to support management of these personal property shipments. The Transportation Operational Personal Property Standard System (TOPS) was developed to manage all DoD personal property movements. TOPS is currently utilized by over 200 Personal Property Shipping Offices (PPSOs), Joint Personal Property Shipping Offices (JPPSOs), Personal Property Processing Offices (PPPOs), and Consolidated Personal Property Shipping Offices (CPPSOs).

SDDC is also currently developing the Centralized Web Application (CWA) as an interim web-based solution to integrate with TOPS to handle the automated approval and costing of shipments using a Government rating engine. The CWA also interfaces with U.S. Bank's PowerTrack, a web-based commercial business-to-business payment system.

SDDC is looking to replace the SDDC family of personal property systems with an end-to-end, web-based solution. The solution is to be known as the Defense Personal Property System (DPS). The DPS acquisition approach is based on the goal of leveraging leading-edge commercial software capabilities. SDDC will contract for an independent organization to provide a commercial solution to meet DPS requirements and then operate and maintain the system for DoD. SDDC desires to maximize use of "best-of-breed" commercial software and limit customization to unique, unavoidable DoD requirements.

DPS shall be an intuitive system for its users. DPS shall use a minimal number of screens to make navigating the system easy to use. Users should be able to operate the system with both speed and ease.

The acquired system provider will manage the risks associated with this project. The selected provider will assess the effectiveness of commercial off-the-shelf (COTS) software solutions in meeting new business processes, lead change management for affected stakeholders, and assume responsibility for maintaining the DPS requirements as outlined in this solicitation.

1.1. Internal Decision Factors

Since 1994, DoD has been actively pursuing various initiatives to improve the shipment of personal property for service members and their families. To accomplish the goal of improving the current program, DoD established a plan to simultaneously test and evaluate the results of three pilot programs and to incorporate best industry practices into one reengineered process. These programs included the SDDC Pilot Program, the Sailor Arranged Move Program (SAM) and the Full Service Moving Project (FSMP). The Office of the Secretary of Defense (OSD) tasked the United States Transportation Command (USTRANSCOM) to evaluate all the personal property pilots and provide a recommendation for the Families First Program.

The Commander, USTRANSCOM, in a letter dated 17 June 2002 to the Deputy Secretary of Defense, tasked the Commander, SDDC, to establish a Program Oversight Office to work with the Services and industry to develop an implementation strategy, based on the framework contained in the USTRANSCOM pilot evaluation report.

SDDC, in conjunction with the Military Services, U.S. Coast Guard, General Services Administration (GSA), Defense Finance and Accounting Service (DFAS), USTRANSCOM, and commercial members of the personal property industry, have been working as part of business process working groups over the last year to identify, define, and document the processes for the future program.

One of the key components of Families First is the procurement of the full-service, web-based personal property management system to replace the SDDC family of personal property systems. DPS will employ innovative technology and best practices to build a single, paperless DoD personal property program that integrates and automates all DoD processes that support families' moves worldwide.

It is important to note that there are specific schedule requirements for this program. The Families First Program must have DPS available in time to manage shipments on 1 October 2005. The DPS rate filing and evaluation functionality must be delivered, tested, and in production in time for Transportation Providers to file rates on 1 August 2005. These rates will be effective on 1 October 2005. The DPS move counseling and shipment management capabilities must be delivered, tested, and in production in time to begin counseling customers on 1 September 2005.

1.2. External Decision Factors

At the national level, the *Government Performance and Results Act* (GPRA) mandated infrastructure and budget reductions and efficiencies in Government operations. In addition, several General Accounting Office (GAO) reports recommended logistics infrastructure consolidations, privatization, and outsourcing. GAO recommended the adoption of best business practices, operational methods, and COTS technology for Government agencies.

In 1996, the *Clinger-Cohen Act* mandated significant changes in the way the Federal Government justifies, acquires, and manages IT; DoD implemented this legislation in 1997, and it serves as the policy baseline for IT investment and acquisition.¹

The 1997 *Report of the Quadrennial Defense Review* (QDR) directed the adoption of the innovative management and business practices of the private sector, proposed reengineering or reinventing DoD support functions, and levied structural and budget reductions for DoD agencies.²

The Army Knowledge Management Strategic Plan and the Guidance Memorandum identify the drive for knowledge management.³ It states that it will be necessary to manage knowledge and infrastructure at the enterprise level to become a knowledge-based organization. This drives SDDC's requirement for a centralized, web-based system.

A 1999 task force said that "information" and coupling "providers" with "users needs" is "the backbone of modern logistics." The military departments, USTRANSCOM, and the Defense Logistics Agency (DLA) have "over 1,000 aging legacy systems," which provide adequate support to current military operations but are costly and time-consuming to improve. Improvements such as "fewer transactions... more accurate forecasting of requirements, and more secure information are needed."⁴

1.3. SDDC Family of Personal Property Systems

See Attachment G for descriptions of the current personal property systems.

¹ Barry J. Hensley, *Development of a Software Evolutions Process for Military Systems Composed of Integrated Commercial Off the Shelf (COTS) Components* (Monterey, CA: Naval Postgraduate School, March 2000), p. 6-14

² William S. Cohen, Secretary of Defense, *Report of the Quadrennial Defense Review* (Washington, DC: DoD, May 1997).

³ Memorandum for the Assistant Secretaries of the Army, et al., from Erin K. Shinseki, Chief of Staff, and Thomas E. White, Secretary of the Army, Subject, Army Knowledge Management Guidance Memorandum Number 1, August 8, 2001.

⁴ Office of the Under Secretary of Defense for Acquisition & Technology, The Defense Science Board 1999 Summer Study Task Force on 21st Century Defense Technology Strategies, Volume 1, Final Report (Washington, DC: DoD, November 1999), p. E-1.

1.4. General Provisions

1.4.1. DPS Objectives (Philosophy)

SDDC has determined that DoD personal property requires substantially greater data gathering, user access, data analysis, and reporting capability than presently exists in current systems. Concurrently, the changing IT landscape will demand faster, more highly automated, and more readily available access to the relevant system. These factors, combined with the need to achieve better efficiency and effectiveness, caused SDDC to conclude that replacing the aging legacy systems with a modern, integrated web-based DPS is the best way to achieve a world-class personal property program.

SDDC is committed to working more proficiently to fulfill its mission and move toward a seamless organization by eliminating bureaucratic divisions and barriers. The DPS concept supports the long-term goals of the SDDC strategic plan and vision, as well as the objectives of USTRANSCOM for an integrated Defense Transportation System (DTS).

The key to a successful systems development effort is to provide Government and industry with a system that will be simple to use and economical to operate. A web-based system allows for distributed use without imposing barriers to use or restrictive entry criteria. The objective system will be modular, using best of breed commercial-off-the-shelf (COTS) software applications and where applicable existing GOTS products to form the DPS. The end-to-end system must accommodate all aspects of the future DoD personal property program. The functional and technical requirements are provided in attachments B and C, respectively.

DPS should be extremely intuitive and user-friendly, especially for the Service Member users.

The expectation is that DPS will bear a significant return on investment and will provide a more responsive, user friendly, web-based, real-time solution for the management of personal property movement and storage requirements. DPS will also provide real-time shipment information as well as support direct claims settlement for the customers.

The DPS will utilize a centralized database that will interface with Government systems and the PowerTrack (PT) payment system, while providing management reports to SDDC as well as electronic shipment documentation to the Transportation Providers (TPs). Refer to attachment D for a list of interfaces.

The main purpose for developing DPS is to provide DoD Personal Property shippers and TPs with a centralized web-based system that automates daily operations such as shipment processing, report generation, and costing. This system will empower DoD shippers to arrange for shipments directly with the TPs via the web and pay for services utilizing U.S. Bank's PowerTrack web-based commercial business-to-business payment system. The DPS will ensure the accuracy of information provided on the transportation documentation as well as the rate calculation, by validating all the data, whether input by the TP on-line via web entry or via EDI from a TP-managed system. The main objectives of the investment in acquiring the integrated DPS capabilities are as follows:

- a) Reduce the risks associated with systems that are at or beyond their useful life spans. The DPS will improve the tools used by the staff and managers to respond to customer and operational needs and legislative changes
- b) Provide timely access to more and better information for program managers, staff members, and service levels in processing transactions and requests
- c) Enhance management requirements and data integration for more informed decision-making
- d) Provide modern tools that allow the execution of operations in an effective and efficient manner
- e) Improve the capture, access, and sharing of information and increase the integration of processes to streamline operations and improve management control

- f) Improve transportation, contractual, and financial management information to provide for and strengthen decision-making capabilities that will enable executives, program managers, transportation managers, and financial managers to effectively carry out their designated missions
- g) Upgrade the technology infrastructure to permit timely and reliable integration of and access to contract, transportation, financial, and performance information for use by program, budget, financial, and operational managers to gain greater interaction and result in better-informed decisions
- h) Use U.S. Bank's PowerTrack as a payment tool to pay Transportation Providers
- i) Facilitate the improvement of the DFAS payment and collection process
- j) Provide information visibility for Stakeholders (Personal Property Shipping Offices (PPSOs), Transportation Providers)
- k) Interface with front-end Service Personnel systems
- l) Reduce paper documentation
- m) Reduce infrastructure cost related to manual processes
- n) Enable Government and commercial best practices.

1.4.2. Expected Benefits

The Families First goal is to streamline the personal property business processes and to adopt best practices. The program results will benefit the DoD, its Service Members, and the moving industry.

SDDC's proposed approach for a centralized, web-based shipper system will substantially increase the efficiency of personal property shipments. The DPS will streamline processing and quality of booking, reporting, and costing of DoD Personal Property shipments. The system will easily interface with other Government systems, Transportation Provider systems, and PowerTrack. Furthermore, DPS will:

- a) Generate timely and accurate shipment records
- b) Facilitate the direct claims process by allowing Service Members to file claims directly with TPs to allow integration with the Military Service Claims offices
- c) Streamline transportation data flow, (i.e., eliminates multiple data entry)
- d) Provide shipment in-transit visibility (ITV)
- e) Allocate shipments based on a best value distribution algorithm
- f) Integrate Customer Satisfaction Surveys into the shipment allocation process
- g) Interface with e-commerce billing and payment using PowerTrack
- h) Provide access to centralized rate information.

1.4.3. Uses of COTS, GOTS and Custom Code

The Government objective is to maximize the use of COTS. Recognizing that there are some unique DOD business processes and given the stringent delivery timeframes, the Government will accept as part of a comprehensive solution custom code development or incorporation of some existing GOTS software. In the event GOTS components are identified, the contractor should expect to receive the necessary source code and be responsible for full maintenance of the GOTS component once integrated with the DPS solution. All further references to COTS or commercial business practices in this document should be understood in the context of this paragraph.

1.4.4. Business Process Changes

The contractor may propose changes to the Government business processes to fully utilize the COTS solution. However, acceptance of business process changes is at the discretion of the Government. The contractor must be prepared to meet the requirement through code changes and/or a GOTS alternative. The contractor must identify all proposed business process changes during the Gap Analysis. The contractor must still meet the deliverable timelines if the Government does not accept the business process changes.

1.4.5. Period of Performance

The Government's intent is to award a contract as follows:

Task 1: Approximately a 3 and one half month base period to perform a comprehensive gap analysis and deliver a proposed final technical solution.

Task 2: A one year option period for the development, testing, training and implementation.

Task 3: Nine one year option periods for operation and maintenance.

1.4.6. Additional Future Functionality

There are additional functional areas for which requirements are not included in the initial system development. Additional functionality will be priced separately after requirements have been defined. Examples of these functional areas may include:

- a) Non Temporary Storage
- b) Direct Procurement Method inclusive of Local Moves
- c) Intra Theater Tenders
- d) Migration of data from TOPS history to DPS

1.4.7. System Environment

It is the intent of the Government to place production, COOP, and IV&V test platforms in a Defense Enterprise Computing Centers (DECC). Development and developer's test platforms will be located at a location to be identified by the contractor and approved by the Government. Further details are provided in Attachment C, Section 4 and in Section 2 of the SOW.

1.5. Personnel

1.5.1. Employee Qualifications/Certificates

The Contractor shall ensure that all personnel employed to perform services under this contract are qualified, trained, certified and licensed, as deemed necessary by applicable laws and regulations. A file containing the qualifications and certifications of each employee shall be maintained by the Contractor and made available for Government review upon request.

Employees of the Contractor must obtain appropriate approval to access Government facilities and systems in accordance with applicable regulations. Contractors accessing production systems must meet ADP level security requirements. Information required by the contractor will be provided by the Government at post award conference. Additional requirements are outlined in Attachment C (section 7.0)

1.5.2. Contractor Representatives

The Contractor shall provide a Program Manager. This individual shall manage and coordinate this contract and shall act as the central point of contact with the Government. This individual shall have the authority to contractually commit the Contractor for contract administration purposes. The contractor shall designate an alternate, who shall assume responsibilities in the absence of the Program Manager. The Contractor shall also provide a Project Manager. This individual shall provide day to day oversight of the project. The Contractor shall

designate these individuals by designation letter provided to the Contracting Officer at the post award conference. Written notice shall be given to the Contracting Officer, fifteen (15) days in advance of a change of the Contractor's designated representatives. There will be no less than seven (7) days overlap in transitioning these individuals. Other key personnel shall not be changed during the initial development, integration, implementation, or service phases without first notifying the Government and providing the Government with the credentials of an equally qualified individual. Replacement personnel must be on-board prior to the departure of the primary personnel.

1.5.3. Language Requirement

The Contractor designated representatives shall be able to read, speak, write, and understand the English language proficiently.

1.6. Transition of Services

1.6.1. Successor Contractor

Transition of Services to another contractor may be required. Transition will be performed during the last sixty (60) days of the current period of performance. For the purpose of assigning duties and responsibilities during the transition period, throughout this section, the incumbent is referred to as the Contractor and the incoming Contractor is referred to as the Successor Contractor.

1.6.2. Transition of Services

The Contractor shall submit a Transition Plan at the post award conference for review and acceptance by the Contracting Officer. This plan shall be updated no later than thirty (30) days after the start of each option period. The transition plan shall address each activity necessary for the transition of services to the Successor Contractor, e.g., all inclusive inventories, accountability of licenses, software and hardware documentation, knowledge transfer methodology, and a timeframe for accomplishing these activities. The Contractor shall coordinate with the Government to ensure a successful transition of files to the Successor Contractor. The contractor will be required to meet performance requirements and cooperate with the Successor Contractor in the transition period.

1.7. Invoices

1.7.1. Submission of Invoices

Invoices shall be submitted in original and four (4) copies to the COR unless otherwise directed by the Contracting Officer. Electronic invoices may be used provided they satisfy the requirements of the FAR and supplements thereto and accounting practices of SDDC.

The Prompt Payment Act starts on the first day that the verified invoice is presented to the COR for certification and distribution to the Defense Finance and Accounting Service (DFAS).

Final invoices shall be submitted within one hundred and eighty (180) days of contract completion.

1.7.2. Invoice Payment

- a) **Valid Invoices.** Invoices shall be paid to the extent that the various amounts billed are valid as supported by the Government certification of service. No additional services shall be paid for by the Government under this contract, other than those provided for under this contract.
- b) **Rejection of Charges.** Rejection of a portion of an invoice shall be the cause of the certification official to reject the entire invoice. In this event, payment of the allowed portion shall not be made with the contested amounts referred back to the Contractor.

1.7.3. Acceptance of Services

Services performed by the Contractor shall be verified and accepted by the Contracting Officer or designated representative by certification of payment documents.

1.8. Quality Control, Reporting and Records

1.8.1. Quality Control

The Contractor shall establish and maintain a Quality Control Plan (QCP) to ensure quality service is provided throughout the terms of the contract. The Contractor shall submit a proposed QCP as part of its technical proposal. The QCP should include, as a minimum, how the Contractor intends to meet the performance objectives in the Performance Work Statement (PWS), and should also identify those areas the Contractor sees as critical to the customer for this contract, how it will monitor quality performance in those areas, and how it will maintain or exceed customer expectations, including identification and correction of problems.

- a) **Final QCP.** The Contractor shall submit a revised QCP within twenty (20) days after contract award. Should there be any need for clarification or correction of any area, the Contractor shall submit the revised QCP within ten (10) days after receiving the Government-identified deficiencies.
- b) **Problem/Failure.** The Contractor shall self-identify any problem or failure that may impact contract performance. In accordance with its QCP, the Contractor shall provide the COR with a succinct written plan of action within five (5) business days of Contractor self-identification or awareness of a potential or real problem, failure or deficiency. The Contractor shall detail the methodology for correcting the problem or deficiency in the plan of action, and provide an assurance of the specific time required to bring performance back to acceptable quality levels, as applicable. In accordance with Performance Objectives No. 2 and No. 3, the contractor will provide monthly status reports summarizing problem areas, actions taken or planned to resolve problems or recommendation for corrective actions.

1.8.2. Use of Quality Performance Information

The Government will provide performance and contract compliance data to other Government activities upon request. Information will be compiled cumulatively to provide annual reports of past performance for use in past performance evaluations for future awards.

1.9. Quality Council

1.9.1. Council Meetings

In order to identify and resolve potential operational problems and to achieve continuous process improvement, the Government may establish a Quality Council. Quality Council members may include representatives of the contractor, the Contract Administrator(s), Technical Representatives, Functional Representatives, and the Contracting Officer.

The Quality Council may meet on a semi-annual basis, or as needed, to identify, monitor, and recommend solutions to operational problems arising during the term of the contract. Recommendations for process improvement that require negotiation of contract modifications will be elevated to the Contracting Officer or his/her designated representative, and the designated Contractor's representatives for consideration and approval.

1.10. Government Quality Assurance

1.10.1. Contracting Officer's Representative

Contractor performance oversight by DoD personnel will ensure that high standards of service are maintained for the development and maintenance of the DPS. A Contracting Officer Representative (COR) will be appointed by the Contracting Officer to perform surveillance of contractor compliance with conditions and terms of this contract.

1.10.2. Government Measurement/Monitoring

The Contracting Officer and the Contracting Officer Representative will monitor contractor performance and compliance with the terms and the conditions of the contract using predetermined quality assurance procedures. Techniques such as inspections, Government generated management reports, contractor reports and Customer

feedback will be used. The COR, in conjunction with the CO, will conduct periodic meetings with the contractor to discuss performance issues, and problem areas. Final determination that the services rendered are conforming is solely the responsibility of the Government. The Government Quality Assurance Program is not a substitute for contractor quality control.

1.11. Performance Requirements

This solicitation expresses performance requirements in the following manner. Each performance requirement may contain the three elements below. In each case, the elements taken together constitute a performance requirement.

- a) **Performance Objectives**—are statements of the outcome or results expected of the contractor. Performance objectives specify what is to be done; they do not specify how it is to be done.
- b) **Performance Standards**—are the targeted levels of required acceptable performance for determining the accomplishment of specified performance objectives.
- c) **Performance Measures**—are the methods to be used by the Government to monitor or assess how well the contractor performs the specified objectives.

1.11.1. Use of Performance Standards and Measures.

The performance objectives and standards listed in this Statement of Work (SOW) are contractual requirements. When specified, performance standards and measures may be used to achieve a variety of goals, including the collection of data to test the practicality of a performance standard, the identification of a performance standard of less than 100 percent compliance, emphasis on the most critical performance objectives, the collection of data to support quality assurance and remedies (including the evaluation of past performance and for discussions at appropriate meetings), as well as other similar goals.

1.12. Preferred Application for Contractor-Provided Information.

Microsoft Office and Microsoft Project running under Windows 2000 is the application for the submission of contractor-provided milestones, data, reports, plans, and documentation for DPS. It is the preferred application for the creation, storage, and retrieval of most SDDC internal and contractor deliverable data and correspondence. The DPS contractor and Government integrated process team (IPT) will establish future preferences for file formats and applications current with the SDDC operating system.

2. Contractor Tasks

2.1. Contractor General Tasks

The contractor shall:

- As part of Task 1:
 - Perform a comprehensive gap analysis
 - Develop a proposed final technical solution
- As part of Task 2:
 - Develop, test, train and implement DPS.
- As part of Task 3:
 - Operate and maintain DPS.

2.1.1. Gap Analysis and Technical Solutions

The contractor shall perform a comprehensive gap analysis between the COTS products and SDDC proposed business processes. Based on these results, the contractor shall validate the technical solutions and identify COTS changes and SDDC agreed upon business process changes.

2.1.2. Develop, Test, Train and Implement DPS

DPS integration, testing, and implementation will occur in parallel with continuing legacy system operations. The provider will fully test each deliverable increment and demonstrate that it fulfills SDDC's requirements. Each delivery will build upon its predecessor, leading to full capability with the acceptance of the final delivery. SDDC will test each increment upon delivery, perform progressive testing, and test all increments as an integral package upon delivery. The DPS contractor shall work with the Government and the Independent Validation and Verification (IV&V) contractor during all phases of DPS testing. Security and accreditation requirements shall be met before acceptance of the complete system. Prior to implementation, training shall be completed for Transportation Providers, Government or Government contracted testers, trainers and end-users. Once accepted and trained, DPS will be implemented.

2.1.3. Operate and Maintain DPS

The production system will be hosted at a Defense Enterprise Computing Center (DECC). The contractor shall comply with all applicable functional, technical, interface, and security requirements necessary for operations.

2.1.4. Incorporating Future Functionality

SDDC intends to build upon DPS capabilities by incorporating additional functionality in the future. Consequently, the contractor must ensure the DPS solution is scalable and expandable. When requested by the Government, the contractor shall participate in the requirements definition for future functionality.

2.1.5. Terms and Definitions

Applicable Terms and Definitions for this solicitation are provided in Section 3.

2.2. Contractor Specific Tasks**2.2.1. Project Management (Task 1, Task 2 & Task 3)**

The contractor shall provide comprehensive management supervision and oversight of the development, integration, implementation, and maintenance of DPS. In partnership with the Government and Government-designated contractors, the contractor shall form and schedule regular meetings of Integrated Process Teams (IPT) to facilitate communication and expedite resolution of conflicts.

Performance Objective No. 1. The contractor shall provide and maintain a DPS project management plan (PMP) over the life of the contract.

Performance Standard: Submission of an acceptable PMP to the Government within twenty (20) days of contract award, with subsequent notification to the Government for its agreement to any proposed change in the PMP.

Performance Measure: Monitor timely submission and review PMP for acceptability.

Performance Objective No. 2. The contractor shall provide monthly progress and status reports.

Performance Standards: Progress and status reports for each month delivered by the eighth (8th) day of each subsequent month. Reports should include the following:

- a) Reports recapitulate progress for the completed reporting period and summarize planned activities for the upcoming reporting period.
- b) Reports identify problem areas, taken or planned resolution actions, or recommendations for corrective actions.

Once DPS is operational, reports will include monthly user satisfaction and operational availability information, including scheduled and unscheduled maintenance outages and other unscheduled outages (historical for reporting month and projected for upcoming month).

Performance Measure: Report completeness and timely submission.

Performance Objective No. 3. The contractor shall schedule and conduct monthly Interim Process Reviews (IPRs) for the Government that address management, software development, integration, implementation, scheduling, logistics, procurement, technical status, subcontracting, progress problems, and other appropriate topics.

Performance Standards:

- a) Monthly review agenda topics submitted at least five (5) business days prior to each scheduled IPR and the agenda agreed upon by the Government.
- b) Read-ahead copies of proposed monthly review briefings provided to the Government not later than two (2) business days before an IPR.
- c) IPR attendance by contractor key personnel as required by the Government.
- d) Meeting minutes recorded and provided not later than three (3) business days after each IPR.

Performance Measure: Timely conduct of agreed-upon monthly reviews as scheduled.

2.2.2. Attend and Conduct Meetings and Briefings (Task 1, Task 2 & Task 3)

Performance Objective No. 4. The contractor shall attend and conduct briefings required by the Government. The Government shall approve agendas, read-ahead packages, including briefing charts.

Performance Standards:

- a) Meeting attendance by technically and functionally qualified representatives at all meetings as required by the Government.
- b) Read-ahead copies of proposed meeting briefings provided to the Government not later than two (2) business days before an IPR or other meeting.
- c) Meeting minutes recorded and provided not later than three (3) business days after each meeting.

Performance Measure: Timely submission of read-ahead packages and meeting minutes.

2.2.3. Comprehensive Gap Analysis; Design a Detailed Integrated DPS Solution (Task 1)

Performance Objective No. 5. The contractor shall perform a comprehensive gap analysis between the COTS products and SDDC proposed business processes. The contractor shall perform all tasks necessary including but not limited to the following:

- a) Identify the COTS system functionality in meeting SDDC requirements (as detailed in Attachments B and C) and further identify those requirements that will result in DoD business process changes in the selected COTS system.
- b) Identify and document non-COTS requirements and interfaces associated with the COTS package on the basis of SDDC business process change decisions and recommend business process changes for SDDC approval.

- c) Analyze proposed solution's ability to meet SDDC's and DoD's operational system and architectural requirements.
- d) Special attention should be given to the Government's desire for user-friendliness (avoidance of duplicate entries, auto population of fields, etc.).

Performance Standards: Provide the Government a comprehensive draft gap analysis eighty (80) days after contract start. Provide a final analysis fourteen (14) days after receipt of Government comments. The gap analyses shall demonstrate a thorough understanding and assessment of all the factors required for the analyses.

Performance Measure: Monitor timely submission and review deliverable for acceptability.

Performance Objective No. 6. Based on the results of the gap analysis, the contractor shall validate the technical solutions and identify COTS changes and SDDC agreed upon business process changes. The contractor shall provide detailed design recommendations and if appropriate, alternatives for Government acceptance.

The contractor shall perform all tasks necessary to provide a detailed integrated DPS solution including but not limited to the following:

- a) Validate the contractor's proposed technical solution against gap analysis results and identify any impacts on DPS development and implementation.
- b) Access the Reports, Interfaces, Conversions and Extensions (RICE) repository and review data with the intent to leverage any work already done. The RICE repository contains high level object attributes of objects already developed by existing DoD programs within the logistics domain.
- c) Ensure the DPS solution is scalable and expandable and capable of supporting additional functionality, increased data requirements, and additional users.
- d) Identify and document as a minimum the following:
 - Database requirements for support of the DPS solution with development, test, high-availability production (HAP), and continuity of operations (COOP).
 - Migration of user data, including methods of extracting, deriving, transforming, and loading historical and operational data from legacy systems to DPS.
 - Associated reference tables required to support DPS.
 - Detailed system interface requirements.
 - All software components and associated tools required to support DPS.
 - Hardware, operating system, and network requirements to support DPS in the development, test, HAP, and COOP environments defined at Attachment C. Contractor will provide the minimum capabilities/specifications of platforms (production, development, failover, COOP, and test).
 - Technical Architecture and Data Model documentation as required by Table C-2 in Attachment C.
- e) Identify and document how the solution addresses Defense Transportation System (DTS) Enterprise Architecture (EA) and Public Key Enable (PKE) requirements to support an integrated DPS. This will include but will not be limited to:

- Design, development, testing, migration, and implementation of a system to become Level 7 DII COE certified.
- Meet all the requirements set forth in the following guidance and mandates:
 - DoD Joint Technical Architecture (JTA)
 - Defense Transportation System Enterprise Architecture (DTS EA)
 - Defense Information Infrastructure (DII) Common Operating Environment (COE)
 - C4ISR Technical Framework
 - Clinger Cohen Act: Information Technology Management Reform Act (ITMRA)
 - DoD Directive 4630.5 – Interoperability and Supportability of Information Technology and National Security Systems
 - DoD Instruction 4630.8 Interoperability and Supportability of Information Technology and National Security Systems.
 - Section 508 (New requirements for access by the disabled specified in the Rehabilitation Act, as detailed in 36CF 1194, Subpart B)
 - DoD Directive 5200.40, DoD Information Technology Security Certification and Accreditation Program (DITSCAP), resulting in accreditation per DoD 8510.1-M (DITSCAP Manual)
 - USTRANSCOM Data Management Handbook August 2003
 - Department of Defense Directive Number 8500.1 Information Assurance (IA)
 - Department of Defense Instruction Number 8500.2 Information Assurance (IA) Implementation
 - Other requirements as referenced in Attachment C

Performance Standards: Provide the Government comprehensive draft design documentation eighty (80) days after contract start. Provide a final comprehensive design documentation fourteen (14) days after receipt of Government comments. The design shall address all the areas listed above and substantiate the technical and functional validity of the proposed solution and identify any impact on cost or schedule.

Performance Measure: Monitor timely submission and review design document for acceptability.

2.2.4. Development, Test, Evaluation, Implementation, Transition and Training Milestone Planning (Task 1)

Performance Objective No. 7. The contractor shall provide an updated PMP incorporating milestones for the time-phased development, test, and evaluation of DPS in two increments as listed below and provide recommendations and alternatives to the Government for acceptance.

The contractor shall deliver DPS no later than two hundred fifty-six (256) days after start of Task 2.

The Government estimates that Increments will be delivered either according to, or in less time than, the schedule detailed to the right of each individual increment listed below. Please note this schedule is depicted as Not to Exceed (NTE) days for each increment. The contractor's proposed delivery days can be earlier, but not later than, the days indicated.

The Government requires the development and delivery of fully integrated functionality according to the following increments.

Increment 1 - Delivery NTE 143 days after the start of Task 2

- Transportation Provider Solicitation and Bid functionality
- Counseling and Move Management functionality

Increment 2 - Delivery NTE 113 days after delivery of Increment 1

- Post-Move Management functionality
- Forecasting and Analysis functionality, security and accreditation for the complete system

Each delivery shall include the interfaces that apply to its functionality and shall build on its predecessor so that full process functionality is achieved with delivery of Increment 2.

For each increment, the contractor will provide appropriate sections of the user manuals, training materials/software and system documentation.

The Contractor will work closely with the Government Independent Validation and Verification (IV&V) contractor prior to delivery of the increment to ensure the IV&V contractor is aware of specific functionality to be contained in each module and to enable preparation of test conditions in sufficient time for Government testing. Mechanism for such process will be mutually agreed upon between the contractor and the Government. This mechanism will include a code walk through for Government and IV&V.

The plan shall include as a minimum the following:

- a) Detailed milestones to develop, integrate, and test all DPS hardware, software, and communications components.
- b) Schedule and approach for component acquisitions, development, component integration, test and evaluation of identified DPS functionality and capabilities by increment.
- c) Organizations and systems participating in testing, identification of locations and resources to support development, integration and testing, and the impact of system interface agreements.
- d) Any changes required for file conversions and changes, if needed, to interfacing systems, identified by DPS deliverable increments. The contractor shall coordinate interface requirements and milestone planning with proponents of interfacing systems.
- e) All hardware and software requirements and final cost data required to perform Task 2.

Performance Standard: Submit a draft of the updated PMP with the development, test, and evaluation milestone plan within eighty (80) days after contract start. Provide revised PMP fourteen (14) days after receipt of Government comments. The PMP shall incorporate any changes required by the approved design.

Performance Measure: Monitor timely submission and review PMP for acceptability.

Performance Objective No. 8. The contractor shall provide an updated PMP incorporating milestones for the implementation and transition to DPS. The milestones shall balance program risk, enhance maximum functionality early in the life cycle of DPS, and minimize concurrent resource demands on the Government. The implementation and transition plan must address any requirement for parallel operations of DPS, and the SDDC family of personal property systems until transition to DPS is fully completed.

- a) Prepare an implementation schedule that provides for an effective and efficient deployment of DPS.
- b) Develop a milestone plan for DPS operational transition in coordination with the Government.
- c) Obtain Government acceptance of the implementation and transition plan.

Performance Standard: Submit a draft of the updated PMP with the implementation and transition milestone plan within eighty (80) days after contract start. Provide revised PMP fourteen (14) days after receipt of Government comments. The PMP shall incorporate any changes required by the approved design.

Performance Measure: Monitor timely submission and review PMP for acceptability.

Performance Objective No. 9. The contractor shall provide an updated PMP incorporating a plan for training all users of DPS, and DECC support personnel. The plan shall also consider and provide recommended methods for satisfying sustainment user training during the DPS operational period. The plan must be consistent with the timeline constraints identified in sections 1.1 and 1.4.5 (Period of Performance). The military transportation schools will be providing functional user training on DPS to selected users (e.g. PPSOs and service members). The plan shall address the support to the military transportation schools.

- The selected contractor shall be required to comply with the process and procedures described in Attachment K of the Education and Training (E&T) Concept of Operations (E&T ConOps). The E&T ConOps requires the vendor's use of a repository containing E&T materials already developed by or for existing DoD ERP programs. The contractor shall be required to use the repository with the intent to leverage any work already done. The contractor shall also described the approach used in order to comply with the requirements of the E&T ConOps while performing E&T activities and materials development, including the use of the E&T Repository.
- Any and all E&T Materials developed by the Contractor shall become the property of the Government for use in other projects through the E&T Repository. The format and design of any E&T Material developed by the Contractor shall comply with the standards required for inclusion in the E&T Repository as set forth in the E&T ConOps document.
- The resulting E&T Materials to be delivered by the Contractor shall comply with the specifications and parameters set forth in the Training Strategy and Detailed Training Plan. No other E&T materials may be developed without the advance written approval of the Government.

Performance Standard: Submit a draft of the updated PMP with the training plan, including milestones eighty (80) days after contract start. Provide revised PMP fourteen (14) days after receipt of Government comments.

Performance Measure: Monitor timely submission and review PMP for acceptability to include use of E&T Repository.

2.2.5. Development & Delivery of DPS for Government Testing (Task 2)

Performance Objective No. 10. The contractor shall develop DPS in accordance with planned milestones and in coordination with the IPT. The contractor is responsible for the delivery, actual set-up and implementation of all hardware and software acquired by the contractor.

Software Development Testing (SDT). The contractor shall conduct increment, integration, and interoperability testing in accordance with commercial standards and best practices to ensure that DPS meets all functional, technical, interfacing, security, and accreditation requirements. Prior to delivery of each increment to the Government the contractor shall perform comprehensive testing in a controlled environment. If significant problems are encountered during testing that may result in slippage in the delivery of the system, the contractor will notify the COR immediately upon discovery of those problems. Prior to delivery of increment 1, the contractor shall identify specific functionality that cannot be fully tested until delivery of increment 2 (ref. Section 2.2.4).

The contractor shall demonstrate each increment's functionality at the completion of SDT. The purpose of this demonstration is to show that the increment meets the required functionality and is ready for Government testing.

Performance Standard:

- a) The contractor shall deliver the SDT Software Test Plan (STP) 14 days prior to the start of SDT. The contractor will complete the software development testing (SDT) prior to delivering the system for IV&V testing by the government.

b) The contractor shall provide the DPS system increments ready for IV&V testing. The supporting documentation will be delivered as listed in attachment A, and will include at a minimum:

- Software Requirements Specifications
- Database Design Description
- Interface Requirements Specifications
- User Manuals
- Training Materials
- Software Version Descriptions
- System and Sub-System Specifications

c) DPS shall fulfill the functional, technical, interfacing, security, and accreditation requirements detailed in attachments B, C, and D.

d) The contractor shall meet the specified time-lines in the PWS and the PMP, as accepted by the Government.

e) The contractor shall deliver SDT Software Test Results (STR) five (5) business days after the release of each increment of code.

Performance Measure: Timely delivery of the system increments and supporting documentation. Evaluation of the functionality of the demonstrated system.

2.2.6. Support Government Testing and Evaluation (Task 2)

Performance Objective No. 11. The contractor shall support Government test and evaluation requirements for DPS. The contractor shall provide functional and technical support during each test. The contractor shall make system corrections and validate those corrections, as needed, until acceptance by the Government.

- a) Independent Validation and Verification will be conducted in a controlled environment by the Government as part of the test and acceptance procedures for all increments. The IV&V contractor will test and approve or reject each increment within thirty (30) days of delivery by the DPS contractor. Testing of Increment 1 delivery will occur concurrently with Increment 2 development.
 - Software Qualification and Interface Test (SQT). The contractor will support the Government and IV&V contractor in conducting an SQT. The DPS contractor will make fixes during the SQT for re-testing by Government testers prior to conclusion of SQT. This task validates that the system meets the technical, functional and interface requirements; and that the Government is satisfied and ready to pass it on to the acceptance phase.
 - The contractor shall provide the SQT test environment that emulates the production environment.
- b) Software Acceptance Test (SAT). The contractor will support the Government in conducting a SAT to ensure that the software satisfies functional, technical and interface requirements. The DPS contractor will make fixes during the SAT for re-testing by Government testers prior to conclusion of SAT. Test will be performed in the production environment.

Performance Standard: DPS shall comply 100 percent with Government-approved requirements before acceptance by the Government. This performance standard applies equally to the specified functional, technical, security and accreditation, and interface requirements. Final acceptance of each increment will be based on correction of all problems identified during Government testing.

Performance Measure: Comparison of problems discovered during SQT and SAT. Evaluation of test results to validate contractor's compliance with functional, technical and interface requirements.

2.2.7. Implementation & Transition of DPS (Task 2)

Performance Objective No. 12. The contractor shall execute the implementation and transition plan.

Performance Standard: Implement DPS, in accordance with the scheduled milestones of the implementation and transition plan.

Performance Measure: Compliance with plan requirements, and implementation of, and transition to, DPS acceptable to the Government.

2.2.8. Implementation Training (Task 2)

Performance Objective No. 13. The contractor shall provide implementation training in accordance with the training plan.

Performance Standards:

- a) The contractor shall provide training materials covering 100% of the functionality and suitable for the intended audience. Submit a draft of the training materials concurrent with the delivery of each Increment. The contractor shall revise the training materials as necessary during testing. The final revised training materials shall be provided at the conclusion of SAT.
- b) The contractor shall track personnel who completed training as well as effectiveness of training through testing. The contractor shall provide metrics to demonstrate the effectiveness of the training.
- c) Conduct user training as coordinated with DPS end-user organizations. The contractor must effectively train approximately 800 PPSO primary users (i.e., JPPSOs, PPPOs, and CPPSOs), 200 general DoD primary users, and 3,600 TP primary users via CD ROM or web-based training in accordance with the training plan. Upon successful completion of the training by a user, an individualized completion certificate will be generated with control number.
- d) The contractor must also provide a training tutorial capability within DPS for personnel authorized to move personal property in the DoD program concurrent with the delivery of increment 2.
- e) One hundred (100) percent of users (excluding personnel authorized to move personal property in the DoD program) have been provided the opportunity to receive training, prior to going into production. The Government will identify all end-users and personnel requiring training and provide names, organizations, locations, and contact information.
- f) The contractor is responsible for developing materials (e.g. manuals, instructions) and training DECC personnel on system administration procedures thirty (30) days prior to going into production.

Performance Measure: Timely submission of training materials. Review of the completed training materials for acceptability. Review of test results metrics. User feedback on quality of training.

2.2.9. Change Management (Task 2)

Performance Objective No. 14. The contractor shall provide an updated PMP incorporating a plan for change management that supports cultural change issues, identifies techniques for managing changes, addresses awareness of roles and responsibilities under a Government-contractor relationship, and emphasizes increased awareness of DPS benefits for all potential users. The plan should consider constraints and limitations in terms of time and resources. Recommendations must be feasible and implementable. The contractor will have primary responsibility for implementation of the plan.

Performance Standard: Submit a draft of the updated PMP with the change management plan, including milestones (45) days after the start of Task 2. Provide revised PMP fourteen (14) days after receipt of Government comments.

Performance Measure: Monitor timely submission and review PMP for acceptability.

Performance Objective No. 15. The contractor shall implement the approved change management plan.

Performance Standards:

- a) The contractor shall provide status of the implementation and any recommended changes to the plan during monthly IPRs.
- b) The contractor shall meet the milestones as scheduled and achieve desired outcomes of those milestones.

Performance Measure: Periodic monitoring of the approved plan's implementation.

2.2.10. Security and Information Assurance Plan (Task 2)

Performance Objective No. 16. The contractor shall provide an information assurance plan for attaining DPS certification and accreditation and for maintaining DPS that meets the information assurance requirements in Attachment C.

Performance Standards:

- a) Submit a draft of information assurance management plan thirty (30) days after the start of Task 2. Provide revised plan fourteen (14) days after receipt of Government comments.
- b) Provide an Automated Information System Security Plan, including a Security Testing and Evaluation Plan, and a Systems Security Authorization Agreement (SSAA) 256 days after the start of Task 2.

Performance Measure:

- a) Monitor timely submission and review PMP for acceptability
- b) Successful certification and accreditation of DPS before the scheduled service implementation.

2.2.11. User Assistance and Support (Task 2 & Task 3)

Performance Objective No. 17. The contractor shall provide tier 2 level user assistance and worldwide support of DPS, twenty-four (24) hours a day, seven (7) days a week. The contractor shall execute procedures for supporting the SDDC System Response Center's Standard Operating Procedures (SOPs).

Performance Standards:

- a) Provide detailed DPS training to SDDC System Response Center personnel prior to implementation. Provide continuous updates as system functionality changes.
- b) Prior to implementation, establish a liaison capability supporting the SDDC System Response Center in assisting users and answering questions concerning DPS operations. The liaison does not have to be a person on-site at SDDC.
- c) Resolve trouble calls referred by the SDDC System Response Center in accordance with the SDDC System Response Center SOPs in effect at the time of system implementation.
- d) Provide the Government representative with a weekly summary of users' calls, identifying user problems, trends, recommendations for improvement and metrics by noon each Monday for the preceding week.

Performance Measure: Timeliness and quality of training. Review of test results metrics. User feedback on quality of training.

2.2.12. User Satisfaction (Task 2 & Task 3)

Performance Objective No.18. The contractor shall provide a User Satisfaction Measurement Plan for measuring user satisfaction (such as user surveys or other reporting media), and capturing user comments (such as problems and potential enhancements). The contractor and the Government will mutually agree on the customer satisfaction levels to be achieved on the system for each user group. This agreed upon level will be the contractor's performance target for that subsequent period. The contractor shall execute the approved plan and provide results to the Government.

Performance Standards:

- a) Submit a draft of the plan to include sample surveys thirty (30) days prior to delivery of increment 2. Provide revised plan Fourteen (14) days after receipt of Government comments. At the beginning of each option period the contractor will provide a revised plan as required.
- b) Conduct monthly surveys and report results to the Government.

Performance Measure: Timely submission of the plan and monthly reports, to include analysis and recommendations. The content of the monthly reports will provide sufficient information on which management action will result.

2.2.13. DPS Software, Hardware, and Telecommunication Components (Task 2 & Task 3)

Performance Objective No. 19. The contractor shall provide a Configuration Management (CM) plan to manage all components of DPS.

Performance Standards:

- a) Submit a draft of configuration management plan thirty (30) days after the start of Task 2. Provide revised plan fourteen (14) days after receipt of Government comments.
- b) Updated plans provided as required during the system life cycle.

Performance Measure: Monitor timely submission and review configuration management plan for acceptability.

Performance Objective No. 20. The contractor shall provide all hardware and software required to design, develop, test, train, implement and support DPS. The contractor shall maintain DPS by incorporating, testing, and deploying functional, technical, and interface changes in accordance with the contractor's configuration management plan. Changes include those to DPS hardware, software, and security and other system upgrades for continuous functionality enhancements and technology refreshments. The Contractor development and maintenance shall be in accordance with technical standards and requirements contained in attachment C. Where required the contractor shall coordinate with the DECC to insure these requirements are accomplished.

The Contractor shall maintain and update user manuals, training materials and software, and system documentation (e.g., systems subsystem specification, database specification) as required to keep pace with changes to DPS and provide such materials at such time as changes become available for testing. The contractor will update these documents based on the results of Government testing.

At implementation of each release, the contractor shall provide all developed source code, and a software version description document (SVD) to the Contracting Officer Representative (COR) in a format approved by the Government.

Once development of software enhancements are approved by the Government, the contractor will keep Government testers (IV&V) informed as to the progress and details of the change to allow for development of test conditions. Mechanism for such process will be mutually agreed upon between the contractor and the Government.

Identify and document upgrades and changes to all DPS components.

Test and deploy configuration changes in accordance with configuration control and test procedures.

Participate in Government-sponsored configuration control boards and provide impact assessments for proposed DPS configuration changes as required.

Provide all DPS system administration and technical support required to meet system operational availability objectives.

Refresh technology to maintain a modern, cost-effective delivery of DPS. This should include upgrading the DPS with new software releases at no additional cost to the Government.

Maintain DPS to meet all information assurance requirements as specified elsewhere in this statement of work.

Performance Standards:

- a) The contractor manages changes in accordance with CM plan.
- b) Notification to the Government of any commercial component upgrades thirty (30) days prior to product release. Based on operational exigencies, shorter timeframes may be required by the Government.
- c) Provide to the Government a DPS upgrade plan within thirty (30) days after the release of commercial component (COTS) upgrades. Based on operational exigencies, shorter timeframes may be required by the Government.
- d) Provide to the Government all upgrades within DPS in accordance with approved upgrade plan within thirty (30) days of Government approval of the upgrade plan.
- e) The contractor provided upgrades meet all technical requirements in attachment C.
- f) Executed upgrades cause no degradation of performance or functionality of the DPS.
- g) Updated user manuals, training materials and software, and system documentation are provided when system changes are made available to the Government for testing. Revisions to these documents must be provided fourteen (14) days after receipt of Government comments.
- h) Source code and SVD provided at time of implementation of each release.

Performance Measures:

- a) Review of the upgrade plan for completeness and timely compliance.
- b) Monitor and assess upgrades and their implementation, documentation, and system performance, in accordance with upgrade plans and releases, CM plan, and applicable technical standards and requirements.

2.2.14. Operational Availability (Task 3)

Performance Objective No. 21. The contractor has overall responsibility for the operation of DPS. The Government recognizes that the contractor does not control all aspects of DPS, but is responsible for monitoring

DPS operational availability. DPS operational availability is required 24 hours a day, 7 days a week, and 365 days a year. The contractor is responsible for all aspects of DPS except for the following:

Physical plant at Production and COOP facilities

Network and telecommunications connectivity at the Production, COOP and user facilities

Hardware maintenance at the Production and COOP facilities

Root system administration actions at Production and COOP facilities, except insofar as root access may be provided to the contractor by the DECC.

The above exceptions do not relieve the contractor of its responsibility to provide guidance and assistance for root system administration actions at production and COOP facilities.

Scheduled maintenance outages shall be coordinated with the Government 72 hours in advance to minimize the impact on users. Close coordination with the DECC is required to minimize overall system down-time. To the maximum extent possible, maintenance shall be performed in conjunction with the DECC maintenance schedule.

Operational availability statistics and metrics shall be included in monthly IPRs. Availability reporting shall include monthly operational availability, scheduled maintenance outage (historical for reporting month and projected for upcoming month), and unscheduled outages.

Performance Standards:

- a) DPS shall meet operational availability requirements worldwide 24 hours a day, 7 days a week, 365 days a year.
- b) Scheduled maintenance resulting in system outage from the production DPS shall not exceed 4 hours per month. Based on operational exigencies, longer timeframes may be authorized by the Government.
- c) Problem resolution or unscheduled maintenance resulting in system outage from the production DPS shall not exceed 4 hours per month. Based on operational exigencies, longer timeframes may be authorized by the Government.
- d) Availability reporting is accurate and timely 100 percent of the time.

Performance Measure: Review of scheduled reports on system operational rates and outage reports from users.

2.2.15. Develop, Implement and Maintain a High Availability Production (HAP) and Continuity of Operations (COOP) capability (Task 2 & Task 3)

Performance Objective No. 22. The contractor shall develop and implement a HAP and COOP capability in coordination with the DECC. The system will be architected and configured in a manner to provide 100% availability at all times. Individual application components (servers) may be taken offline for up to 4 hours per month to perform scheduled maintenance while providing uninterrupted overall application functionality, operation and availability. The contractor solution must provide high-availability at all system tiers to avoid a single point of failure at the web, application and database level. The contractor will develop a detailed plan that articulates the responsibilities of both the contractor and government in implementing this capability. The contractor is responsible for developing materials (e.g. manuals, instructions) and training DECC personnel on procedures required to execute this capability. For scheduled primary system outage, switchover to the secondary system shall be transparent to the user.

Performance Standards:

- a) Submit a draft of HAP and COOP plan ninety (90) days after the start of Task 2. Provide revised plan fourteen (14) days after receipt of Government comments.
- b) Updated plans provided as required during the system life cycle.
- c) Implement and periodically test the COOP system in accordance with the approved plan.
- d) Implement the HAP capability in conjunction with DPS going into production.
- e) COOP must be in place, tested and operational within ninety (90) days after DPS goes into production.
- f) Operate the COOP annually for one week to demonstrate its capability to meet COOP requirements. Coordinate scheduled operation in sufficient time for the Government to observe or monitor the switchover.
- g) The contractor shall ensure that HAP and COOP meet the performance standards in attachment C.
- h) The COOP system data must be no more than two hours behind the production system. The COOP site must be capable of becoming operational within two hours of the production system failure.

Performance Measure:

Monitor timely submission and review HAP and COOP plan for acceptability.

- a) Periodic review, not less than quarterly, of COOP plan and observation of scheduled COOP system testing.

2.2.16. Disaster Recovery, Backup and Emergency Restoration (Task 2 & Task 3)

Performance Objective No. 23. The contractor shall provide a backup and emergency restoration capability in accordance with guidelines provided in SDDC's IM Contingency and Emergency Management Handbook. This handbook may be viewed in the DPS Technical Library. The contractor shall clearly articulate the responsibilities of the contractor and the Government in executing backup and emergency restoration procedures in the Disaster Recovery Plan. The contractor is responsible for developing materials (e.g. manuals, instructions) and training DECC personnel on procedures.

Performance Standard:

- a) A backup and emergency restoration system, which satisfies handbook guidelines shall be demonstrated during SAT and available NLT thirty (30) days prior to DPS going into production.
- b) A Contingency Plan, and a Disaster Recovery Plan NLT sixty (60) days prior to DPS going into production. Provide revised plan fourteen (14) days after receipt of Government comments.

Performance Measure: Periodic observation of the system, Government testing and periodic audit for compliance with handbook guidelines.

2.2.17. Sustainment Training (Task 3)

Performance Objective No. 24. The contractor shall provide sustainment training materials in accordance with the training plan. The contractor shall provide training materials to the Military Transportation Schools for development of a curriculum.

Performance Standards:

- a) Submit a draft of the training materials to coincide with issuance of each major release for testing. The contractor shall provide training materials covering 100% of the functionality that is suitable for the intended audience. Provide revised training materials fourteen (14) days after receipt of Government comments.
- b) The contractor provides updates to training materials and tutorials to the users fourteen (14) days prior to the release of new DPS functionality.

Performance Measure: Timeliness of training materials, testing training materials, and user feedback on quality of training.

3. Glossary of Terms

3.1. Definitions

Administrative Contracting Officer (ACO)	A Contracting Officer having responsibility for the administration of one or more contracts.
Business Day	A Business Day, for the purposes of this solicitation, is any day within the regular five-day working week that does not fall on a Government-recognized holiday.
Commercial Bill of Lading (CBL)	A document used to procure transportation and related services from commercial carriers.
Configuration	Configuration is changing the default settings of COTS provided parameters, or using COTS provided methods to change the COTS processing behavior.
Consolidated Personal Property Shipping Office (CPPSO)	An activity staffed and operated by one military service in support of all military service components for acquisition of transportation, storage and related services within a specified area of responsibility for movement of personal property for DoD members. Support is provided on a common service, non-reimbursable basis.
Contracting Officer (CO)	The only person who has authority to enter into, administer contracts and or modifications, and make determinations and findings with respect thereto or with any act of such authority. Contracting Officer may also be understood to include a representative, designated by the Contracting Officer, who is authorized to perform certain functions.
Contracting Officer Representative (COR)	On-site Government representative designated by the Contracting Officer to monitor the daily operations of the Contractor. Reports to the contracting officer and has the authority to sign and submit Contractor invoices and monthly evaluations.
Customization	Customization is the change of COTS provided source code.
Defense Transportation Regulation (DTR)	DTR 4500.9-R-Part IV, Personal Property establishes criteria for HHG/UB movement to/from and between Continental United States (CONUS) and Outside CONUS (OCONUS). DTR Part V establishes policy and procedures for DOD Customs and Border Clearance.
Direct Procurement Method (DPM)	A method of shipment that the Government manages. Packing, containerization, local drayage and storage services are obtained from a commercial firm under contractual arrangement.
Delivery	A delivery process which the developer or contractor provides hardware, software code and documentation with

each version release.

Enhancement	Enhancement is the addition of non-COTS software code, which may or may not use COTS APIs, to be used in conjunction with COTS, in order to add additional functionality.
Government Bill of Lading (GBL)	A Government document used to procure transportation and related services from commercial transportation providers.
Joint Federal Travel Regulation (JFTR)	This regulation pertains to per diem, travel and transportation allowances of Uniformed Service Members.
Joint Personal Property Shipping Office (JPPSO)	An activity staffed and operated by members from two or more military services, in support of all military service components for acquisition of transportation, storage, and related services within a specified area of responsibility for movement of personal property for DoD members. Support is provided on a common service, non-reimbursable basis.
Joint Travel Regulation (JTR)	This regulation pertains to per diem, travel and transportation allowances of Federal Government Civilian Employees.
Surface Deployment and Distribution Command (SDDC)	The single manager-operating agency for military traffic, land transportation, and common-user ocean terminals.
Performance Requirements Summary	The listing of critical performance indicators, standards, and acceptable quality levels used in evaluating the Contractor's performance.
Personal Property Processing Office (PPPO)	An activity designated to provide members a local point of contact for the purpose of counseling and processing applications and forward completed applications to the responsible PPSO, CPPSO, or JPPSO. Additionally, when deemed appropriate by the responsible military service, a PPPO supported by a CBO/CBA may be assigned specific functions, such as inbound quality assurance and claims.
Personal Property Shipping Office (PPSO)	An activity designated to provide traffic management, counseling, and application processing within a designated area of responsibility, which includes acquisition of transportation, storage, and related services.
Production	The point at which DPS is complete (Increments 1 and 2) and processes live transactions.
Reports, Interfaces, Conversions, and Extensions (RICE)	Repository of reports, interfaces, conversions and extensions, which contain high level attributes of objects already developed by existing DoD programs within the logistics domain.
Shipment Document	A document, e.g., commercial bill of lading, Government bill of lading, service order, etc., used to procure

	transportation and related services from transportation providers for delivery of goods.
Software Extension	Software extension is the use of COTS APIs to create, e.g. a menu, or interfaces.
System Interface	Any organized assembly of resources and procedures united and regulated by interaction or interdependence to accomplish a set of specific functions.
	a. A boundary or point common to two or more similar or dissimilar communications systems, subsystems, or other entities against which or at which necessary information flow takes place.
	b. A concept involving the specification of the interconnection between two systems or items of equipment. The definition to be defined by the sending and receiving organization.
	c. The process of interrelating two or more dissimilar systems.

3.2. Abbreviations

ADP	Automated Data Processing
AFO	Accounting and Finance Office
ANACI	Access National Agency Check and Inquiries
ASD	Assistant Secretary of Defense
AOR	Area of Responsibility
BOL	Bill of Lading
C4ISR	Command, Control, Communications, Computers, Intelligence, Surveillance, and Reconnaissance
CBL	Commercial Bill of Lading
CBO	Consolidated Booking Office
C3I	Command, Control, Communications and Intelligence
CFR	Code of Federal Regulations
CM	Configuration Management
CO	Contracting Officer
COE	Common Operating Environment
CONUS	Continental United States
COOP	Continuity of Operations Plan
COR	Contracting Officer Representative
COTS	Commercial Off-The-Shelf
CP	Contingency Plan
CPPSO	Consolidated Personal Property Shipping Offices
CWA	Centralized Web Application
DAA	Designated Approval Authority
DFAS	Defense Finance and Accounting Service
DII	Defense Information Infrastructure

DISA	Defense Information Systems Agency
DISN	Defense Information Switching Network
DITSCAP	DoD Information Technology Security Certification and Accreditation Plan
DLA	Defense Logistics Agency
DMZ	DISA De Militarized Zone
DoD	Department of Defense
DPM	Direct Procurement Methods
DPS	Defense Personal Property System
DRI	Defense Reform Initiative
DRP	Disaster Recovery Plan
DTR	Defense Transportation Regulation
DTS	Defense Transportation System
DTS-EA	Defense Transportation System Enterprise Architecture
EDI	Electronic Data Interchange
ETA	Electronic Transportation Acquisition
FAR	Federal Acquisition Regulation
FIPS	Federal Information Processing Standards
FSMP	Full Service Moving Project
GAO	General Accounting Office
GBL	Government Bill of Lading
GIG	Global Information Grid
GOTS	Government Off-The-Shelf
GPRA	Government Performance and Results Act
GSA	General Services Administration
HHG	Household Goods
IAVA	Information Assurance Vulnerability Alert
ICEP	Interoperability Testing and Certification Process
IAW	In Accordance With
IM	Information Management
IPR	Interim Process Review
IPT	Integrated Process Team
IT	Information Technology
ITMRA	Information Technology Management Reform Act
IV&V	Independent Validation and Verification
IVT	In-transit Visibility
JFTR	Joint Federal Travel Regulation
JITC	Joint Interoperability Test Command
JPPSO	Joint Personal Property Shipping Office
JTA	Joint Technical Architecture
JTA	Joint Technical Architecture - Army
JTR	Joint Travel Regulation
LAN	Local Area Network
LDM	Logistical Data Model
MAC III	Mission Assurance Category III
MHE	Materials Handling Equipment
SDDC	Surface Deployment and Distribution Command
NAC	National Agency Check
NACI	National Agency Check with Inquiries
NTE	Not to Exceed
NTS	Non-Temporary Storage
OCONUS	Outside Continental United States
OSD	Office of Secretary of Defense
PCS	Permanent Change of Station
PDM	Physical Data Model

PKE	Public Key Enable
PM	Program Manager
PMP	Project Management Plan
PPSO	Personal Property Shipping Office
PT	PowerTrack
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance and Surveillance Plan
QCP	Quality Control Plan
QDR	Quadrennial Defense Review
SAM	Sailor Arranged Move Program
SAT	Software Acceptance Test
SDT	Software Development Testing
SF1200	Standard Form 1200
SI	Systems Integrator
SIT	Storage In Transit
SLA	Service Level Agreement
SOP	Standard Operating Procedures
SOW	Statement of Work
SQT	Software Qualification and Interface Test
SSP	System Security Plan
SVD	Software Version Description
SWM	Navy Smartweb Move
TDM	Transformation Data Model
TOPS	Transportation Operational Personal Property Standard System
TRM	Technical Reference Model
TP	Transportation Provider
UB	Unaccompanied Baggage
USTRANSCOM	United States Transportation Command
XML	Extensible Markup Language

4. Applicable Documents

The government shall ensure that all publications initially received by the Contractor are current. The Contractor shall ensure that all Government furnished publications remain up to date and posted.

4.1. References

4.1.1. Websites

Websites:

Army Claims: <http://www.jagcnet.army.mil/>

Army Publications: <http://www.usapa.army.mil/>

Defense Table of Official Distances (DTOD): <http://dtod-SDDC.belvoir.army.mil/>

Defense Transportation Regulation (DTR): <http://public.transcom.mil/>

Defense Transportation Regulations: <http://www.transcom.mil/j5/pt/dtr.html>

Department Of Defense (DOD) Publications: <http://www.defenselink.mil/pubs/>

Domestic or International Rates and DPM Commercial Air Rates: <https://www.SDDC.army>

Electronic Transportation Acquisition (ETA): <https://eta.SDDC.army.mil/>

Government Publications: <http://www.dodssp.daps.mil/>

Importing POVs: <http://www.nhtsa.gov/cars/rules/import> or <http://www.cbp.gov/>

Joint Federal Travel Regulations (JFTR) - Uniformed Service Personnel: <http://www.dtic.mil/perdiem/jftr.html>

Joint Travel Regulations (JTR) - Department Of Defense (DOD) Civilian Personnel:
<http://www.dtic.mil/perdiem/jtr.html>

Marine Corps Transportation Account Codes: <http://www.hqmc.usmc.mil/lftweb.nsf>

Marine Publications: <http://www.usmc.mil/directiv.nsf/>

SDDC Personal Property Homepage: <http://www.SDDC.army.mil/>

Navy Publications: <http://www.navsup.navy.mil/>

Personal Property Consignment Instruction Guide On-Line (PPCIG-OL)

Transportation Account Codes (TAC): <https://www.daas.dla.mil/>

Transportation Global Edit Table (TGET): <http://jitc2.slidell.disa.mil:7777/tget/exec/home>

US Government Department of Defense Airlift Rates and US Government Non-Department of Defense Rate Tariffs: <http://public.scott.af.mil/>

4.1.2. Publications

Air Force Joint Instruction 24-232, Quality Control of Personal Property.

Air Force Policy Directive 24-5, Transporting and Storing Personal Property.

Army Regulation 55-71, Transportation of Personal Property and Related Services.

10. Bureau of Alcohol, Tobacco and Firearms Publication 5300.5, State Laws and Published Ordinances-Firearms.

Commandant Instruction M4050.6, Paragraphs 2001 and 2003, Coast Guard Personal Property Transportation Manual.

Department of Defense Directive 5010.38, Management Control (MC) Program.

Department of Defense Directive 5158.4, United States Transportation Command.

Department of Defense Handbook, MIL-HDBK-129, Military Marking.

Department of Defense Regulation 4140.1, Materiel Management Policy.

Deputy Under Secretary of Defense (Logistics) Memorandum, Defense Transportation Regulation (DTR), Volume IV, August 1999.

Domestic Personal Property Rate Solicitation.

Federal Acquisition Regulation

International Personal Property Rate Solicitation.

Marine Corps Order P4600.39, Paragraph 3204, Marine Corps Personal Property Transportation Manual.

Military Handbook-129, Marking for Shipment and Storage.

Naval Supply Systems Command Publication 490, Transportation of Personal Property.

Under Secretary of Defense (Acquisition and Technology) Memorandum, Assignment of Defense Transportation Operational Regulations and Procedures Authority to Commander in Chief, U.S. Transportation Command (CINCTrans), 18 November 1998.

United States Transportation Command Regulation 110-5, United States Transportation Command (USTRANSCOM) Acquisition Oversight Group (AOG).

AFR 76-11, "US Government Rate Tariff"

ATF 5300.5, Firearm Regulations (Department of the Treasury, Bureau of Alcohol, Tobacco, and Firearms)

DoD 4000.25-D, "Part I and II, DOD Activity Address Directory (DoDMD)"

DoD 5030.49-R, "Customs Inspection"

DOD GEN 42A/AFP 75-52/NAVSUPPUB 590, "Shipping Your POV"

DOD GEN 43/DA Pam 740-2/NAVSUP 591/AFP 75-44/MCO 4600.35B/COMDTPUB

P4640.4, "Moving Your Mobile Home"

DOD PA-13A/DA Pam 55-2/AFP 75-45/NAVMC 2668/COMDTPUB P4050.5/NAVSUP

Joint Federal Travel Regulations, Volume I

Joint Travel Regulations, Volume II

Transportation Operational Personal Property Standard System (TOPS) User Manuals

Revised Interstate Commerce Act

Title 49, Code of Federal Regulation, Transportation

4.1.3. Forms

Title	Subject
DD Form 1299	Application for Shipment and/or Storage of Personal Property
DD Form 619	Statement of Accessorial Services Performed
DD Form 619-1	Statement of Accessorial Services Performed (Storage-In-Transit Delivery and Reweigh)
DD Form 1840	Joint Statement of Loss or Damage at Delivery
DD Form 1840R	Notice of Loss or Damage
DD Form 1797	Personal Property Counseling Checklist
DD Form 1614	Request/Authorization for DOD Civilian Permanent Duty or Temporary Change of Station (TCS) Travel
DD Form 1300	Report of Casualty
DD Form 1434	United Kingdom (UK) Customs Declaration for the Importation of Personal Effects of US Forces/Civilian Personnel on Duty in the UK
DD Form 1252	US Customs Declaration for Personal Property Shipments
DD Form 1252-1	US Customs Declaration for Personal Property Shipments
USEUCOM Form 30-3R	Agriculture Inspection Certificate
DD Form 1796	Receipt for Unaccompanied Baggage
DD Form 1812	Warehouse Inspection Report
DD Form 1671	Reweigh of Personal Property Military Shipping Label, Personal Property
DD Form 2773	Report of Contractor Services
DD Form 2772	Contract Discrepancy Report
DD Form 1857	Temporary Commercial Storage at Government Expense Inbound Arrival/Expiration Notice Request for Extension of Storage in Transit (SIT)
DD Form 1162-1	Schedule of Services and Rates for Household Goods
DD Form 1164	Service Order for Personal Property
DD Form 1811	Pre-Award Survey of Contractor's/Carrier's Facilities and Equipment
DD Form 1863	Accessorial Services – Mobile Homes Mobile Home Volume Move Message Request Format
DD Form 1412	Inventory of Articles Shipped in House Trailer
DD Form 1800	Mobile Home Inspection Record
DD Form 1799	Member's Report on Carrier Performance – Mobile Home
DD Form 788	Private Vehicle Shipping Document for Automobile
DD Form 788-1	Private Vehicle Shipping Document for Van
DD Form 788-2	Private Vehicle Shipping Document for Motorcycle
DD Form 139	Pay Adjustment Authorization
DD Form 1131	Cash Collection Voucher
DD Form 603	Registration of War Trophy Firearm

Title	Subject
Customs Form 4455	Certificate of Registration
ATF Form 6 Part II-5330.3B	Application and Permit for Importation of Firearms, Ammunition and Implements of War
ATF Form 6 Part I-5330.3A	Application and Permit for Importation of Firearms, Ammunition and Implements of War
PS Form 2976-A	Customs Declaration and Dispatch Note
DD Form 1841	Government Inspection Report
SF Form 1200	Government Bill of Lading Correction Notice
DD Form 1840	Joint Statement of Loss and Damage at Delivery
DD Form 1840R	Notice of Loss or Damage
DD Form 1384	Transportation Control and Movement Document
DD Form 1780	Shipment Evaluation and Inspection
DD Form 1814	Carrier Notice of Warning/Suspension
Form 1164	Claim for Reimbursement for Expenditures on Official Business

4.1.4. Referenced Military Publications

All military publications referenced and provided to the Contractor by the Government will remain the property of the Government and will be returned to the Government upon contract expiration or termination. Failure to obtain any of the required documents not furnished by the Government shall not be cause for the Contractor to reduce any service or performance, or reason not to comply with any contract term or condition. The military publications shall be provided to the Contractor ten (10) business days prior to contract start date

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
0001AA	N/A	N/A	N/A	Government
0001AB	N/A	N/A	N/A	Government
0002	N/A	N/A	N/A	Government
0002AA	N/A	N/A	N/A	Government
0002AB	N/A	N/A	N/A	Government
0002AC	N/A	N/A	N/A	Government
0002AD	N/A	N/A	N/A	Government
0002AE	N/A	N/A	N/A	Government
0002AF	N/A	N/A	N/A	Government
0003	N/A	N/A	N/A	Government
0004	N/A	N/A	N/A	Government
0005	N/A	N/A	N/A	Government
0005AA	N/A	N/A	N/A	Government
0005AB	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
1001AA	N/A	N/A	N/A	Government
1001AB	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
2001AA	N/A	N/A	N/A	Government
2001AB	N/A	N/A	N/A	Government
3001	N/A	N/A	N/A	Government
3001AA	N/A	N/A	N/A	Government
3001AB	N/A	N/A	N/A	Government
4001	N/A	N/A	N/A	Government
4001AA	N/A	N/A	N/A	Government
4001AB	N/A	N/A	N/A	Government
5001	N/A	N/A	N/A	Government
5001AA	N/A	N/A	N/A	Government
5001AB	N/A	N/A	N/A	Government
6001	N/A	N/A	N/A	Government
6001AA	N/A	N/A	N/A	Government
6001AB	N/A	N/A	N/A	Government
7001	N/A	N/A	N/A	Government
7001AA	N/A	N/A	N/A	Government
7001AB	N/A	N/A	N/A	Government
8001	N/A	N/A	N/A	Government
8001AA	N/A	N/A	N/A	Government
8001AB	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 07-JUN-2004 TO 10-SEP-2004	N/A	N/A FOB: Destination	
0001AA	POP 07-JUN-2004 TO 10-SEP-2004	N/A	DCS FOR PASSENGER & PERSONAL PROPERTY THOMAS HICKS 200 STOVALL STREET ALEXANDRIA VA 22332 703-428-3910 FOB: Destination	W81GYE
0001AB	POP 07-JUN-2004 TO 10-SEP-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W81GYE
0002	N/A	N/A	N/A	N/A
0002AA	N/A	N/A	N/A	N/A
0002AB	N/A	N/A	N/A	N/A
0002AC	N/A	N/A	N/A	N/A
0002AD	N/A	N/A	N/A	N/A
0002AE	N/A	N/A	N/A	N/A
0002AF	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	N/A	N/A	N/A	N/A
0005	N/A	N/A	N/A	N/A
0005AA	N/A	N/A	N/A	N/A
0005AB	N/A	N/A	N/A	N/A
1001	N/A	N/A	N/A	N/A
1001AA	N/A	N/A	N/A	N/A
1001AB	N/A	N/A	N/A	N/A
2001	N/A	N/A	N/A	N/A
2001AA	N/A	N/A	N/A	N/A

2001AB N/A	N/A	N/A	N/A
3001 N/A	N/A	N/A	N/A
3001AA N/A	N/A	N/A	N/A
3001AB N/A	N/A	N/A	N/A
4001 N/A	N/A	N/A	N/A
4001AA N/A	N/A	N/A	N/A
4001AB N/A	N/A	N/A	N/A
5001 N/A	N/A	N/A	N/A
5001AA N/A	N/A	N/A	N/A
5001AB N/A	N/A	N/A	N/A
6001 N/A	N/A	N/A	N/A
6001AA N/A	N/A	N/A	N/A
6001AB N/A	N/A	N/A	N/A
7001 N/A	N/A	N/A	N/A
7001AA N/A	N/A	N/A	N/A
7001AB N/A	N/A	N/A	N/A
8001 N/A	N/A	N/A	N/A
8001AA N/A	N/A	N/A	N/A
8001AB N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.222-3	Convict Labor	JUN 2003
52.233-3	Protest After Award	AUG 1996
252.225-7014	Preference For Domestic Specialty Metals	APR 2003
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other-----

(5) Common parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

☐ 50 or fewer ☐ \$1 million or less

☐ 51 - 100 ☐ \$1,000,001 - \$2 million

☐ 101 - 250 ☐ \$2,000,001 - \$3.5 million

☐ 251 - 500 ☐ \$3,500,001 - \$5 million

☐ 501 - 750 ☐ \$5,000,001 - \$10 million

☐ 751 - 1,000 ☐ \$10,000,001 - \$17 million

☐ Over 1,000 ☐ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It (☐) is, (☐) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It (☐) has, (☐) has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It (☐) is, (☐) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 -- CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2002)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights –

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Government wide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include –

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration,

or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payment.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(End of Clause)

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL ITEMS (FEB 2002)

Para (a) Inspection/Acceptance. In addition to stated compliance, the following is hereby added and applies to this solicitation/contract:

In addition to the provisions of this clause, deductions will be made for required delivery dates and specified performance objectives not being met. Performance objectives are outlined in the Performance Work Statement (PWS). The Performance Requirements Summary, Attachment (E) to the PWS, lists the standards and deductions applicable.

Other Terms and Conditions:

Contract Price Adjustment (Task 2)

(1) Except as provided elsewhere in this contract for travel required and approved by the Government, the prices set forth in the Schedule of Rates are firm fixed prices. However, the prices for Optional Task 2, Develop, Test, Train and Implement DPS (CLINS 0002AA through 0002AE, 0003, and 0004), are subject to adjustment in accordance with this clause; provided that in no event shall the total aggregate increase in these prices exceed 10%

of the original combined total price for these items. There is no limit on the amount of any decrease that may be made under this clause.

(2) The Government expects the contractor's initial proposed technical solution, and proposed prices for Optional Task 2, to reflect a thorough, well-reasoned approach to satisfying the DPS functional and technical requirements based on full consideration of all solicitation requirements and the information available in the Technical Library. However, the Government recognizes that changes in the proposed technical solution may be identified during the Comprehensive Gap Analysis and Design of the Detailed Integrated DPS Solution that may warrant adjustments (increases or decreases) in the contractor's proposed prices for Optional Task 2. Procedures for adjustments will be as follows:

(a) The contractor shall submit a comprehensive price proposal for Optional Task 2 as part of the detailed integrated DPS design solution required by Section 2.2.3 of the Performance Work Statement (PWS). The contractor's initial price proposal shall be submitted to the Contracting Officer ninety (90) days after contract start, concurrent with the submission of the draft gap analysis and draft DPS design documentation. The proposal shall include a breakdown of the proposed prices itemized to be consistent with the contractor's original proposal, and shall be sufficiently detailed to allow the Government to identify the work effort and resources proposed to accomplish Optional Task 2. The contractor shall include an explanation of the difference between the original proposal and its proposed adjustment and the cause of the difference in terms of the impact of changes in the initial and final technical solution.

(b) The Government will evaluate the contractor's proposed price adjustment for reasonableness and realism, and the extent to which the proposed adjustment is predicated upon changes in the contractor's proposed technical solution. Negotiations may be conducted and final proposal revisions, if necessary, shall be submitted concurrent with the submission of the final gap analysis and final DPS design documentation (see Section 2.2.3 of the PWS).

(c) Any adjustments under this clause shall be prospective and must be negotiated and agreed upon prior to the exercise of Optional Task 2. Retroactive adjustments (i.e., adjustments requested after exercise of the option) will not be allowed. The Government will consider the prices for Optional Task 2 as part of its decision to exercise/not exercise Optional Task 2. The right to exercise/not exercise Optional Task 2 rests solely with the Government; however, failure of the parties to reach agreement on any adjustment prior to the date required for the Government's decision may be cause for the Government not to exercise the option.

(End of Addendum 52.212-4)

ADDENDUM TO FAR 52.214 – CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (MAR 2004)

Rights in Technical Data, Computer Software and Software Documentation

(a) Definitions

(1) Computer program means a set of instructions, rules or routines, recorded in a form capable of causing a computer to perform a specific operation or series of operations.

(2) Computer software means computer programs, source codes, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled.

(3) Computer software documentation means owner's manuals, user's manuals, installation instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using software.

(4) Developed means that –

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under the contract.

(iv) (Applicable to technical data other than computer software documentation.) An item, component, or process exists and is workable. Workability generally is established when the item, component or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended.

(5) Developed exclusively at private expense means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(6) Government purpose means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data, computer software or computer software documentation for commercial purposes or authorize others to do so.

(7) Government purpose rights means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose technical data, computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose technical data, computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(8) Technical data means recorded information, regardless of the form or method of the recording, of a scientific or technical nature. The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(b) The Government shall have government purpose rights in all technical data, computer software and computer software documentation developed as part of DPS under this contract. However, the Government shall have only limited or restricted rights (as those terms commonly are defined in the standard clauses of DFARS Subpart 252.227) in technical data, computer software and computer software documentation developed exclusively at private expense.

(c) Whenever any technical data, computer software or computer software documentation subject to this clause is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use the same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data, computer software or computer software documentation.

(d) This clause shall not apply to commercial off-the-shelf (COTS) computer software and related computer software documentation acquired by the Contractor for delivery to the Government under the terms of this contract.

(End of Addendum 52.212-4)

52.215-20 Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data (Oct 1997)-- Alternate IV (Oct 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described below: Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(End of provision)

52.216-1 Type Of Contract (Apr 1984)

The Government contemplates award of a Firm-fixed-Price contract resulting from this solicitation.

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (OCT 2003)

(a) The Contractor shall comply with the following Federal **Acquisition Regulation** (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

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

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

- ___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (U.S.C. 657a).
- ___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (U.S.C. 657a).
- ___(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
- ___(ii) Alternate I (MAR 1999) to 52.219-5.
- ___(iii) Alternate II to (JUNE 2003) 52.219-5.
- ___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-6.
- ___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- ___ (ii) Alternate I (OCT 1995) of 52.219-7.
- _X_ (7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d)(2) and (3)).
- _X_ (8)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d)(4)).
- ___ (ii) Alternate I (OCT 2001) of 52.219-9.
- ___(iii) Alternate II (OCT 2001) of 52.219-9.
- ___ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- ___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ___ (ii) Alternate I (JUNE 2003) of 52.219-23.
- ___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- ___ (14) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).
- ___ (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- _X_ (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- _X_ (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

☒ (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

☒ (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

☐ (20)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

☐ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

☐ (21) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

☐ (22)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (JUNE 2003) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

☐ (ii) Alternate I (MAY 2002) of 52.225-3.

☐ (iii) Alternate II (MAY 2002) of 52.225-3.

☐ (23) 52.225-5, Trade Agreements (OCT 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☐ (24) 52.225-13, Restrictions on Certain Foreign Purchases (OCT 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

☐ (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).

☐ (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).

☐ (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (29) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

☐ (30) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

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

☐ (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

☐ (33)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).

☐ (ii) Alternate I (APR 1984) of 52.247-64.

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

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).

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

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

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

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

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

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

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

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

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

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

52.217-8 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 Contracting Officer may exercise the option by written notice to the Contractor within 30 days of expiration.

(End of clause)

52.217-9 - Option to Extend the Term of the Contract (Mar 2000) (Task #3)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration date, 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 10 years and 4 months

(End of Clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another

contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.247-5 FAMILIARIZATION WITH CONDITIONS (APR 1984)

The offeror shall become familiar with all available information regarding difficulties that may be encountered and the conditions, including safety precautions, under which the work must be accomplished under the contract. The offeror shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required in this contract because the offeror failed to investigate the conditions or to become acquainted with all information concerning the services to be performed.

(End of clause)

52.247-17 CHARGES (APR 1984)

In no event shall charges under this contract be in excess of charges based on the Contractor's lowest rate available to the general public, or be in excess of charges based on rates otherwise tendered to the Government by the Contractor for the same type of service.

(End of clause)

52.247-27 CONTRACT NOT AFFECTED BY ORAL AGREEMENT (APR 1984)

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Contracting Officer or an authorized representative.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2003)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

☒ 252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

☒ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

☐ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

☐ 252.225-7001 Buy American Act and Balance of Payment Program (APR 2003) (41 U.S.C. 10a-10d, E.O. 10582).

☐ 252.225-7012 Preference for Certain Domestic Commodities (FEB 2003) (10 U.S.C. 2533a).

☐ 252.225-7014 Preference for Domestic Specialty Metals (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7015 Preference for Domestic Hand or Measuring Tools (APR 2003) (10 U.S.C. 2533a).

☐ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (APR 2003) (☐ Alternate I) (APR 2003) (10 U.S.C. 2534 and Section 8099 of Public Law 104-61 and similar sections in subsequent DoD appropriations acts).

☐ 252.225-7021 Trade Agreements (AUG 2003) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

☐ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

☐ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

☐ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (APR 2003) (☐ Alternate I) (APR 2003) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

☐ 252.225-7038 Restriction on Acquisition of Air Circuit Breakers (APR 2003) (10 U.S.C. 2534(a)(3)).

☐ 252.226-7001 Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Oct 2003) (Section 8021 of Pub. L. 107-248).

☐ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

____ 252.232-7003 Electronic Submission of Payment Requests (DEC 2003) (10 U.S.C. 2227).

__X__ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000)
(____ Alternate II) (MAR 2000) (Alternate III) (MAY 2002) (10 U.S.C. 2631).

____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(End of clause)