

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1   65		
2. CONTRACT (Proc. Inst. Ident.) NO. N00244-08-C-0032		3. EFFECTIVE DATE 29 Aug 2008		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE			
5. ISSUED BY FIJC SAN DIEGO CODE 200 937 N HARBOR DRIVE STE 60 SAN DIEGO CA 92132-0060		CODE N00244	6. ADMINISTERED BY (If other than Item 5)  <b>See Item 5</b>		CODE		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CAPE FOX PROFESSIONAL SERVICES, LLC JOSEPH HUNT 11400 LUCASVILLE RD MANASSAS VA 20112-4424				8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES 1 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM  <b>Section G</b>	
CODE 31JDI		FACILITY CODE		12. PAYMENT WILL BE MADE BY DFAS CLEVELAND SAN DIEGO ACCOUNTS PAYABLE PO BOX 998022 CLEVELAND OH 44199-8022			
11. SHIP TO/MARK FOR  <b>See Schedule</b>		CODE		CODE N68732			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )				14. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						<b>\$7,250,075.00</b>	
<b>16. TABLE OF CONTENTS</b>							
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N00244-08-R-0067-0002 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER SHEILA WASSON / DIVISION DIRECTOR TEL: 619-532-4057 EMAIL: sheila.wasson@navy.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY 		20C. DATE SIGNED 29-Aug-2008	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT Group	UNIT PRICE	AMOUNT
1001	TS/RODS Base Year CNIC CPFF 01 SEP 2008 - 31 AUG 2009. Manage and Operation of the Traffic Safety and Recreational Off-Duty Safety Program (TS/RODS) as sponsored by Commander, Navy Installations Command, Operations Directorate, Headquarters, Safety Division (CNIC HQ Safety).				\$6,750,075.00
	See PWS Section C. FOB: Destination MILSTRIP: N0005208RC0040U PURCHASE REQUEST NUMBER: N0005208RC0040U				
				ESTIMATED COST	\$6,472,365.00
				FIXED FEE	<u>\$277,710.00</u>
				TOTAL EST COST + FEE	\$6,750,075.00
	ACRN AA CIN: N0005208RC0040U0001				\$6,750,075.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002			Group		\$500,000.00

TS/RODS Base Year CMC  
CPFF

Base Year Period 01 SEP 2008 - 30 NOV 2008. Manage and Operation of the Traffic Safety and Recreational Off-Duty Safety Program (TS/RODS) as sponsored by Commandant of the Marine Corps Safety Division (CMC (SD)).

TS/RODS cost including Program Management, Course Presentation and ODC and fixed fee applicable to contract period. Contractor is required to advise Contracting Officer in accordance with LOE Clause. When funds are exhausted CLIN 0002AB start date may begin earlier.

See PWS Section C.

FOB: Destination

MILSTRIP: M0008608RCSA002

PURCHASE REQUEST NUMBER: M0008608RCSA002

ESTIMATED COST	\$479,432.00
FIXED FEE	\$20,568.00
TOTAL EST COST + FEE	\$500,000.00
ACRN AB	\$500,000.00
CIN: M0006608RCSA0020001	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003			Group		\$4,000,050.00
OPTION	TS/RODS Base Year CMC				

CPFF

Base Year Period 01 DEC 2008 - 31 AUG 2008. Manage and Operation of the Traffic Safety and Recreational Off-Duty Safety Program (TS/RODS) as sponsored by Commandant of the Marine Corps Safety Division (CMC (SD)).

TS/RODS cost including Program Management, Course Presentation and ODC and fixed fee applicable to contract period. Contractor is required to advise Contracting Officer in accordance with LOE Clause. POP may begin earlier if CLIN 0002 FY08 funds are exhausted.

See PWS Section C.

FOB: Destination

MILSTRIP: M0008608RCSA002

ESTIMATED COST	\$3,835,478.00
FIXED FEE	\$164,572.00
TOTAL EST COST + FEE	<u>\$4,000,050.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001			Group		\$5,931,022.00
OPTION	TS/RODS First Option Year CNIC				

CPFF

Manage and Operation of the Traffic Safety and Recreational Off-Duty Safety Program (TS/RODS) as sponsored by Commander, Navy Installations Command, Operations Directorate, Headquarters, Safety Division (CNIC HQ Safety)

See PWS Section C.

FOB: Destination

ESTIMATED COST	\$5,648,227.00
FIXED FEE	\$282,795.00
TOTAL EST COST + FEE	<u>\$5,931,022.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	TS/RODS First Option Year CMC CPFF Manage and Operation of the Traffic Safety and Recreational Off-Duty Safety Program (TS/RODS) as sponsored by Commandant of the Marine Corps Safety Division (CMC (SD)).  See PWS Section C. FOB: Destination		Group		\$3,954,014.00
				ESTIMATED COST	\$3,765,484.00
				FIXED FEE	\$188,530.00
				TOTAL EST COST + FEE	<u>\$3,954,014.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	TS/RODS Second Option Year CNIC CPFF Manage and Operation of the Traffic Safety and Recreational Off-Duty Safety Program (TS/RODS) as sponsored by Commander, Navy Installations Command, Operations Directorate, Headquarters, Safety Division (CNIC HQ Safety).  See PWS Section C. FOB: Destination		Group		\$6,108,951.00
				ESTIMATED COST	\$5,817,673.00
				FIXED FEE	\$291,278.00
				TOTAL EST COST + FEE	<u>\$6,108,951.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	TS/RODS Second Option Year CMC CPFF Manage and Operation of the Traffic Safety and Recreational Off-Duty Safety Program (TS/RODS) as sponsored by Commandant of the Marine Corps Safety Division (CMC (SD)).  See PWS Section C. FOB: Destination		Group		\$4,072,635.00
				ESTIMATED COST	\$3,878,449.00
				FIXED FEE	\$194,186.00
				TOTAL EST COST + FEE	<u>\$4,072,635.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	TS/RODS Third Option Year CNIC CPFF Manage and Operation of the Traffic Safety and Recreational Off-Duty Safety Program (TS/RODS) as sponsored by Commander, Navy Installations Command, Operations Directorate, Headquarters, Safety Division (CNIC HQ Safety).  See PWS Section C. FOB: Destination		Group		\$6,292,221.00
				ESTIMATED COST	\$5,992,204.00
				FIXED FEE	\$300,017.00
				TOTAL EST COST + FEE	<u>\$6,292,221.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	TS/RODS Third Option Year CMC CPFF Manage and Operation of the Traffic Safety and Recreational Off-Duty Safety Program (TS/RODS) as sponsored by Commandant of the Marine Corps Safety Division (CMC (SD)).  See PWS Section C. FOB: Destination		Group		\$4,194,813.00
				ESTIMATED COST	\$3,994,802.00
				FIXED FEE	\$200,011.00
				TOTAL EST COST + FEE	<u>\$4,194,813.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001 OPTION	TS/RODS Fourth Option Year CNIC CPFF Manage and Operation of the Traffic Safety and Recreational Off-Duty Safety Program (TS/RODS) as sponsored by Commander, Navy Installations Command, Operations Directorate, Headquarters, Safety Division (CNIC HQ Safety).  See PWS Section C. FOB: Destination		Group		\$6,480,987.00
				ESTIMATED COST	\$6,171,970.00
				FIXED FEE	\$309,017.00
				TOTAL EST COST + FEE	<u>\$6,480,987.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5002 OPTION	TS/RODS Fourth Option Year CMC CPFF Manage and Operation of the Traffic Safety and Recreational Off-Duty Safety Program (TS/RODS) as sponsored by Commandant of the Marine Corps Safety Division (CMC (SD)).		Group		\$4,320,658.00
	See PWS Section C. FOB: Destination				
				ESTIMATED COST	\$4,114,646.00
				FIXED FEE	\$206,012.00
				TOTAL EST COST + FEE	\$4,320,658.00

**CLAUSES INCORPORATED BY FULL TEXT**

**N00244B010 FEE ADJUSTMENT DUE TO VARIATIONS IN THE LEVEL OF EFFORT AND PAYMENT OF FEE (AUG 1992) (FISC SAN DIEGO)**

This contract requires performance by the Contractor for the annual (base year) period established by the contract award. It is understood that the actual quantity of effort required hereunder may fluctuate from the amount estimated by the parties.

The total number of hours of direct labor (including overtime and subcontract hours, but excluding holiday, sick leave, vacation and other excused absence hours) anticipated to be expended hereunder is estimated to be 173,868 hours, which quantity, as set forth herein or as expressly changed by formal modification hereto, is hereinafter referred to as the "estimated total hours."

If, at any time during a performance period of this contract, the number of direct hours utilized under this contract exceeds 85% of the estimated total hours, or if the total number of estimated hours required under delivery orders issued hereunder exceeds the estimated total hours, the contractor shall immediately notify the Contracting Officer of such circumstances.

The estimated cost and fixed fee are based on the estimated total hours. If the Contracting Officer determines that a quantity of hours greater than the estimated total hours is required, the fee may be adjusted by negotiated agreement. In the event that less than the estimated total hours established for the performance period are utilized, the fee shall be proportionately reduced to reflect the reduction in work. The Government shall make payment, on account of the fixed fee, at the rate of:

Base Year:	\$2.662 (\$462,850 / 173,868) per direct labor hour
First Option Year:	\$2.711 (\$471,324 / 173,868) per direct labor hour
Second Option Year:	\$2.792 (\$485,464 / 173,868) per direct labor hour
Third Option Year:	\$2.876 (\$500,028 / 173,868) per direct labor hour
Fourth Option Year:	\$2.962 (\$515,029 / 173,868) per direct labor hour

invoiced by the Contractor under the clause entitled "Fixed Fee" (FAR 52.216-8) for the related period, subject to the withholding provisions of paragraph (b) of said clause. If delivery orders are issued under this contract, the total of all such payments shall not exceed 85 percent of the fixed fee specified under each delivery order. Any balance of fixed fee shall be paid the Contractor, or any overpayment of fixed fee shall be repaid by the Contractor or otherwise credited to the Government, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause hereof entitled "Limitation of Costs" or "Limitation of Funds" either of which clause as incorporated herein shall apply to each individual delivery order issued hereunder.

#### CLAUSES INCORPORATED BY FULL TEXT

##### N00244B011 LEVEL OF EFFORT – OPTION PERIOD (AUG 1988) (FISC SAN DIEGO)

The terms of the above provision entitled "Fee Adjustments Due to Variations in the Level of Effort" shall apply to the following option period(s).

Any unused level of effort (direct labor hours) or estimated cost from one contract year is not transferable or available for use in a subsequent (option) year.

Anticipated Option Periods (may be adjusted at time of award):

OPTION YEAR ONE	01 October 2009 through 30 September 2010	[Estimated 173,868 hours]
OPTION YEAR TWO	01 October 2010 through 30 September 2011	[Estimated 173,868 hours]
OPTION YEAR THREE	01 October 2011 through 30 September 2012	[Estimated 173,868 hours]
OPTION YEAR FOUR	01 October 2012 through 30 September 2013	[Estimated 173,868 hours]

#### CLAUSES INCORPORATED BY FULL TEXT

##### N00244B016 PAYMENT OF FIXED FEE – CPFF CONTRACT (MAY 1993) (FISC SAN DIEGO)

The fixed fee specified herein, subject to any adjustment required by other provisions of this contract and subject to the provision for withholding of 15 percent of the fee as set forth in the clause entitled "Fixed Fee", will be paid in installments to be paid at the time of each provisional payment on account of the allowable cost. The amount of each such payment of fee to be in the same ratio to the total fixed fee as the related provisional payment on account of allowable cost is to the total estimated cost of the contract/delivery order. The balance of the fixed fee will be paid in accordance with other clauses of this contract.

#### ALLOWABILITY OF MATL AND GEN

#### **ALLOWABILITY OF MATERIAL AND GENERAL BUSINESS EXPENSES**

As used in this clause, the term "material" includes supplies, equipment, hardware, automatic data processing equipment, and software. This is a services contract, and the procurement of material of any kind, other than that

incidental to, and necessary for the furnishing of the required services is not authorized and will not be considered an allowable cost under the contract. No such material of any kind may be procured without the prior written approval of the contracting officer.

DEFINITION OTHER DIRECT COSTS

DCAA Contract Audit Manual (Volume II, page 973), Chapter 9, Part 9-600, Section 6:

9.602 Definition of Other Direct Costs

a. In addition to direct labor and direct material, other types of expenses, under certain circumstances, may be specifically identified to a specific job. These are generally referred to as "other direct costs."

b. Costs classified by contractors as ODCs vary in treatment, but may often include among others:

- (1) engineering;
- (2) special tooling;
- (3) packaging;
- (4) travel and subsistence; and
- (5) field service.

The Contractor technical proposal and resulting contract shall include list of all "Other Direct Costs".

## Section C - Descriptions and Specifications

STATEMENT OF OBJECTIVES

**Traffic Safety/Recreational & Off-Duty Safety Program  
Safety Services for  
Commander, Navy Installations Command  
and  
Commandant, United States Marine Corps**

**STATEMENT OF OBJECTIVES**

**1.0 Introduction**

1.1. The Offices of the Commander, Navy Installations Command (CNIC), Operations Directorate, Headquarters, Safety Division (CNIC HQ Safety) and Commandant of the Marine Corps (CMC), Safety Division (SD) provide overall program management support and operational Traffic Safety and Recreational Off-Duty Safety (TS/RODS) services for all Navy and Marine Corps installations including all Navy and CMC personnel and personnel assigned to tenant commands of these installations receiving Safety services.

1.2. Navy TS/RODS Program and Marine Corps TS/RODS Program will be centrally coordinated, but managed separately and implemented respectively at the Navy region and Marine Corps installation level. These programs are established to reduce TS/RODS-related mishaps. Navy TS/RODS Program is applicable across all Navy regions under the cognizance of CNIC HQ Safety. Marine Corps TS/RODS Program is applicable across all Marine Corps installations. This SOO applies collectively to Navy and Marine Corps installations within Continental United States (CONUS) and Hawaii and to Navy and Marine Corps installations outside CONUS (OCONUS) in Europe, Southwest Asia, Korea, Singapore, Japan and Guam.

**2.0 Scope**

The Contractor will provide all levels of technical and operational support to the Navy and Marine Corps TS/RODS Program within CONUS and Hawaii, to Navy and Marine Corps installations outside CONUS (OCONUS) in Europe, Southwest Asia, Korea, Singapore, Japan and Guam. The Contractor will provide high-level technical support in the area of program management, coordination, reporting; and will engage in studies that assist the Navy and Marine Corps in improving overall program responsiveness to Navy-Marine Corps requirements for a robust and successful training program throughout areas of operation. The Contractor will investigate new training media and tools (to include virtual tools and web-based training, and create and implement training programs designed to address Navy and Marine Corps safety concerns and overall focus on reducing motorcycle/vehicular accidents that so negatively impact our military readiness and morale. The Contractor will likewise provide a readily accessible source of robust training programs to include, but not limited to, basic, advanced motorcycle safety classes; basic and advanced off-road vehicle safety classes; and basic and advanced water-craft safety classes at locations throughout CONUS, OCONUS, Alaska and Hawaii. The Contractor must provide

flexible enough to provide training utilizing training motorcycles and, if applicable and practicable, the latest virtual technology to include, but not limited to, realistic simulators.

### **3.0 Contract Type / Period of Performance**

3.1. The resultant contract anticipated will be a cost-plus fixed fee contract for those elements difficult to price in advance. However, the Contractor shall be encouraged to develop a contractual vehicle that will encompass both cost-type components and firm-fixed price components. For example, the Navy/Marine Corps anticipates a fixed-price contract for those established training programs, by site, that will be made available to meet individual military-member training requirements for basic and advanced motorcycle safety.

3.2. The Navy/Marine Corps likewise recognize a need to amortize fixed costs relating to the provisioning of motorcycles and simulators, among other costs, accordingly, the Navy/Marine Corps intend to enter into a five-year contract, a one-year base year with four, one-year options.

3.3. Performance Based Statement of Work (PBSOW). During the base period of performance the contractor shall develop and present a PBSOW based upon the SOO, global TS/RODS management experience gained during the period, the above fixed price course objectives and cost amortization (projected) results and the draft performance based objectives provided as Attachment 2.

### **4.0 Place of Performance**

4.1. The principal place of performance for this SOO is onsite respective Navy shore installations (including aboard homeport Navy afloat units while underway) and onsite Marine Corps installations supported. Table 1 is the list of Navy regions. Table 2 is the preliminary list of CMC command sites. The Contractor shall develop and execute an implementation plan covering Tables 1 and 2 locations and submit to the cognizant CNIC Technical Point of Contact and Marine Corps Point of Contact. The Implementation Plan shall include, but not be limited to, ensure all personnel are fully trained, to include scheduling and completion of required training; possess the necessary licenses, certifications, qualification, and permits; have completed the required background checks; possess the required clearances to effectively perform its duties; all materials, supplies, equipment and other items necessary to perform these services are in place; appropriate number and location of instructors are available; schedule for instructors arrival at those locations; deficiencies identified for specific location and corrective action taken or to be taken, and procedures to mitigate surge within geographic or neighboring locations.

4.2. Attachments I and IV provide student course size and historical staffing over most recent 12 months for the NAVY and CMC sites.

**Table 1 –List of Navy Regions**

Navy Region Naval District Washington (CNRNDW)
Navy Region Mid-Atlantic (CNRMA)
Navy Region Southeast (CNRSE )
Navy Region Southwest (CNRSW)
Navy Region Hawaii (CNRH)
Navy Region Midwest (CNRMW)
Navy Region Japan (CNRJ)
Navy Region Southwest Asia (CNRSWA)
Navy Region Northwest (CNRNW)
Navy Region Marianas (CNRM)
Navy Region Europe (CNRE)
Navy Region Korea (CNRK)
Navy Region Singapore (CNRS)

Note: Regions above include over 70 installations

**Table 2 – Preliminary List of Marine Corps Commands**

<b>Marine Corps Installations West</b>	<b>Marine Corps Installations East</b>
Marine Corps Base Camp Pendleton CA	Marine Corps Base Camp Lejeune NC
Marine Corps Air Station Camp Pendleton CA	Marine Corps Air Station Cherry Point NC
Marine Corps Air Station Miramar CA	Marine Corps Air Station New River NC
Marine Corps Recruit Depot San Diego CA	Marine Corps Air Station Beaufort SC
Marine Corps Air Ground Combat Center 29 Palms CA	Marine Corps Recruit Depot Parris Island SC
Mountain Warfare Training Center Bridgeport CA	Marine Corps Logistics Base Albany GA
Marine Corps Logistics Base Barstow CA	Blount Island Command Jacksonville FL
Marine Corps Air Station Yuma AZ	Marine Corps Base Quantico VA
Marine Corps Base Hawaii	Marine Corps Air Facility Quantico VA
Marine Corps Base Camp Butler	Marine Barracks Henderson Hall Arlington VA
Marine Corps Base Camp Fuji	Marine Barracks 8th & I Washington DC
Marine Corps Air Station Iwakuni	
Marine Corps Air Station Futenma	

## 5.0 Hours of Operation

The normal hours of operation for contract performance will generally be 7:30 AM to 4:00 PM local time. The Contractor may be required to provide some training on nights, weekends, and aboard ships deployed.

## **6.0 National Agency Security Check**

All personnel shall be required to complete a National Agency Security Check to permit base access and CAC card utilization. No special additional security clearance is required for shipboard access and TS/RODS instruction by the contractor.

## **7.0 Government Furnished Property**

7.1. The Navy and Marine Corps will provide office spaces, training rooms and limited government equipment for onsite personnel. Because of its reliance on NMCI, the Navy/Marine Corps will provide one NMCI computer for Enterprise Safety Application Management System (ESAMS) or equivalent record keeping system (with the requisite requirement for background checks/security clearances for use) to on-site personnel.

7.2. The Navy/Marine Corps will provide compliant peripheral equipment to include facsimile machines, telephones, and reproduction equipment. The Navy/Marine Corps will likewise provide desks, chairs, and storage facilities for equipment. The Contractor however will be responsible for providing all other materials, to include paper products, pens, pencils, whiteboards, desk accessories, overhead projectors, and other like equipment for presentations and production efforts.

7.3. The Contractor shall, to the extent practicable, develop a list of equipment other-than-that listed, that it will need in support of this contract and price that equipment as part of its offer. It will likewise establish its requirements for equipment storage in anticipation of limited storage of training vehicles, to include, but not limited to, onsite motorcycles, trainers, simulators, and other like equipment.

## **8.0 Technical Requirements / Overall Program Management**

### **8.1. Plan, Modify, and Implement Training and Educational Program.**

8.1.1. The Contractor will plan and modify installation TS/RODS training and education programs such as Sports Safety, National Safety Council Save-A-Life Tour, RADD, Drive S-A-F-E courses, American Automobile Association Driver Improvement Program (AAA/DIP), National Safety Council Alive at Twenty-five, EVOC, ATV, and motorcycle road/off-road (i.e., Sports Bike and Dirt Bike) training to meet unique Navy/Marine Corps challenges;

8.1.2. The Contractor shall develop TS/RODS Program instructions and Standard Operating Procedures for Navy regions, Navy installations, and Marine Corps installations in compliance

with industry standards, yet flexible enough to meet emergent technologies and Navy/Marine Corps unique mission.

## 8.2. Communication Aids.

8.2.1. The Contractor shall develop and distribute posters, brochures, newsletters and other promotional materials designed to attract the attention of military members and members of the Safety Community;

8.2.2. The Contractor shall provide sample products to installation TS/RODS Program Managers and make such promotional products available for order and delivery to installations quarterly for a total of four deliverables per year. Similarly, in accordance with local law enforcement agencies and partnership members, the Contractor shall create and promulgate TS/RODS-related promotional products that outline the local traffic hazards, local safety policy statement and excerpts from MCO 5100.19 (series) and OPNAVINST 5100.12 (series) regarding seatbelt use, cell phone use, speed and training associated with each specific installation;

8.2.3. The Contractor shall provide Navy region and Marine Corps installations with monthly TS/RODS-related articles for a total of 12 articles per year for local media publication;

8.2.4. Provide TS/RODS-related audiovisual technical support using state-of-the-art media/technology.

## 8.3. Provide program related administrative support.

8.3.1. The Contractor shall provide High-Level Command Briefings and Draft TS/RODS-related Navy/Marine Corps messages and command briefs outlining Safety Program requirements, program changes/modifications;

8.3.2. The Contractor shall provide key administrative support, to include data entry and program/system modification, to track budget information, inventory, training and training records;

8.3.3. The Contractor shall design and implement a program to improve all Program data bases and related systems, recommending changes and implementing those changes to budget data bases, inventory data bases, and other like systems;

8.3.4. The Contractor shall attend and prepare documentation for presentation before region/installation safety councils, committees, working groups, etc., as directed by Navy Region Safety Program Directors/Marine Corps installation Safety Program Directors;

8.3.5. The Contractor shall conduct TS/RODS-related audits on the use of personal protective equipment (PPE) for recreational activities including motorcycle operations;

8.3.6. The Contractor shall conduct a Command-wide seat-belt audit on a monthly basis in annual Seat Belt audits to meet Navy Region Safety Program Directors requirements and monthly seat belt audits to meet Marine Corps installation Safety requirements;

8.3.7. The Contractor shall develop, distribute, and analyze periodic customer survey instruments to Navy/Marine Corps region/installation personnel to obtain feedback on TS/RODS services outlining successes and weaknesses – and how to address those weaknesses;

8.3.8. The Contractor shall design wide-appeal type activities for each installation – and implement on an annual basis. The focus: safety on roads and off-roads; on duty, off-duty. The wide-appeal type activities can take the form of a motorcycle Rodeo – but suggestions are encouraged as part of the proposal. See Paragraph 9.6.

8.4. Emerging Technology. The Contractor shall test, evaluate and provide recommendations on emerging technology (simulators, 3D animation modules, computer based training modules, etc.) for review and consideration by the government where approved/requested by the Navy TS/RODS Program Manager and CMC (SD) TS/RODS Program Manager.

## **9.0 Technical Requirements / Traffic Safety Courses**

9.1. Traffic Safety Courses. The Contractor must provide professional training within 30-days of request by: (1) military or DoD civilian personnel; (2) Navy region/Marine Corps installation Safety Directors/Managers/Traffic Safety Coordinators; or Installation Commanders at each Navy/Marine Corps installation within the Navy region/Marine Corps installations supported, which involves Traffic Safety courses consisting of the minimum/maximum student course size in Attachment I.

9.1.1. The Contractor shall ensure all materials, supplies, equipment, and other items necessary to perform these services are in place upon contract award. The Contractor shall provide resources and guidance to the Navy region and Marine Corps installations supported to assist them with implementing consistent and effective Navy region and Marine Corps installation-wide TS/RODS training programs. The Contractor shall document its plan to provide course material, including, but not limited to Save-A-Life Tour, RADD, Alive at Twenty-five, Drive S-A-F-E courses for all Marine Corps installations; development of Navy/Marine Corps specific curricula and teaching materials for use by the Navy region and Marine Corps installations and tenant installations supported assistance in the development of assessment mechanisms and methodologies to guide the Navy region and Marine Corps installations student evaluation and monitoring of training effectiveness utilizing trend analysis and training evaluation sheets;

9.1.2. Accordingly, the Contractor shall propose a plan to provide training for estimated 7,500 courses for the base year. The Contractor shall establish as part of this requirement, a suggested plan whereby the Navy region/Marine Corps installation Safety Directors/Managers/Traffic Safety Coordinators shall identify and prioritize training for military and DoD civilian personnel. As part

of that plan, the Contractor shall establish a means for identifying how many instructors, courses are to be provided per training site – with a clear objective to provide more courses, and at a higher level, at key central locations identified or neighboring locations to meet and support surge requirements to support Navy and Marine Corps locations identified in Tables 1 and 2. Course and instructor evaluation sheets shall be completed upon course completion. Quality control and quality assurance of Contractor training courses and instructors will include evaluation surveys of training participants. The Contractor shall provide to respective Navy region TS/RODS Program Managers and Marine Corps installation TS/RODS Program Managers documentation of corrective actions taken to address unsatisfactory survey findings wherein two or more complaints per Navy region/Marine Corps installation are received or thirty percent (30%) or more of the evaluation responses are below grade of three on a one-to-five (1 – 5) point evaluation scale. All evaluation sheets shall be controlled and sent to respective CNIC HQ Safety Program Manager/HQMC Safety Division Program Manager within five days upon course completion.

9.2. MSF Motorcycle/ EVOC Ranges. The Contractor shall inspect all training facilities immediately upon notification of a training event and shall take responsibility for outlining any and all requirements to ensure proper and safe training activities. The Contractor shall effect all coordination with appropriate military and civilian personnel to ensure the facilities are free of debris and have appropriate markings.

9.3. Quality Control and Assurance Plan. The Contractor shall establish per this section, a quality control and assurance plan to capture strengths and weaknesses, and to emphasize those strengths, and address weaknesses. A suggested mechanism is the “survey” system. The Contractor shall likewise identify unacceptable performance objectives – and a deduct plan acceptable to allow for liquidated damages until those objectives meet established “acceptable standards.”

9.4. Record Keeping and Other documentation. The Contractor shall maintain all training records using up-to-date data bases and, as back-up, properly recorded and maintained paper documentation. The Contractor shall provide, to the respective Navy region TS/RODS Program Manager and Marine Corps installation TS/RODS Program Manager, the written test results for the approved driver improvement and MSF Rider Coach Courses for service record entry. In addition, the Contractor shall input Navy training completion and test results into ESAMS and will provide all required reports via electronic media to Marine Corps installation Safety Program Director.

The Contractor shall provide professional instruction material  
for each course provided - for each student.

9.5. Training Afloat. Upon request, classes afloat may require the Contractor to travel to afloat units and conduct training while underway. This shall be accomplished by direction and by pre-approval by CNIC HQ Safety TS/RODS Program Manager or CMC (SD). The Contractor shall, however, document its plan to provide the training unique to “afloat” training, taking into

consideration limited training materials, confined spaces, and use of training equipment like simulators.

9.6. **Motorcycle Seminar.** The Contractor shall support each of the contracted Navy region and Marine Corps installations with requested Motorcycle Seminar (Rodeo) events annually determined by the Navy region TS/RODS and Marine Corps installation Traffic Safety Program Managers. The Contractor shall provide a plan/approach in advance of the seminar, all training media, and shall provide an after action report to the appropriate TS/RODS Program Manager.

9.7. **Behavioral Modification Motivational Educational Seminar.** The Contractor shall provide at least two motivational seminars per year, per installation (e.g., Alive-At-25, Save-A-Life Tour, RADD, Drive S-A-F-E, etc). These seminars can be either stand-alone or command events as determined by installation safety offices. The Contractor shall coordinate installation requests for additional seminars with respective CNIC HQ Safety TS/RODS Program Manager/CMC (SD) TS/RODS Program Manager.

9.8. **Motorcycle/Simulator Training Aids.**

9.8.1. Except as provided in paragraph 9.8.1 below, the Contractor shall provide all motorcycle training aids as required by this Statement of Objectives, and in anticipation of 7500 courses. Such training aids shall be readily available within the time frames set forth for the training and shall be fully operational, state-certified and street legal training aids of not more than 500cc, but not less than 125cc size for MSF courses. For off-road training courses, training aids shall be equipped with tires and suspension specifically designed for off-road training. Attachment II provides the estimated numbers of motorcycle training aids. However, these are guides only and the Contractor shall be required to provide a sufficient number of training aids to satisfy the requirements of the Statement of Objectives. Attachment III provides the estimated number of simulators per location (GFP);

9.8.2. In accordance with the provisions of FAR 52.245-1, Government Property, the Government shall deliver to the Contractor four EF Bike Motorcycle Simulators as Government-furnished property (GFP) at time of contract award in "as-is" condition at the USMC Locations identified in Attachment III of this document. Upon request by the Contractor, the Government shall provide the Original Equipment Manufacturer (OEM) Manual to the Contractor. The Contractor shall use the GFP solely for performing this contract. In accordance with FAR 52.245-1, the Contractor is responsible for operating and properly maintaining the GFP in accordance with the OEM manual. Maintenance records shall remain available to the Government at the GFP location throughout the term of the contract.

9.9. **Technical Direction.**

9.9.1. Marine Corps Installation Commands, East and West (MCI East or West), and Marine Corps Base Japan, Safety Managers will provide the following instructions/directions to the contractor for those Marine Corps Bases and Air Stations that fall under their cognizance:

- Approval authority to manage contractor travel budgets as defined by HQMC Safety Divisions Contracting Officer Representative (COR).
- Approval authority to surge contractor provided PMV/RODs training and equipment while remaining within the respective travel budgets.
- Authority to go beyond the allotted yearly travel budget as defined by HQMC Safety Division rests with the COR at HQMC Safety Division as specified in Section G of reference A.
- The contractor will provide monthly, quarterly and yearly training reports as well as to the COR at HQMC Safety Division.

9.9.2. Marine Corps Base and Air Station Safety Managers will provide the following instructions/directions to the contractor for their Marine Corps Base or Air Station:

- The contractor will use the contractors scheduling tools with the coordination and approval of the Base and Air Station Safety Managers to schedule and coordinate all PMV/RODs training on that facility.
- The contractor will provide weekly, monthly, quarterly and yearly training reports to the Base and Air Station Safety Managers.

9.9.3. If a Marine Corps Base and or Air Station does not fall under the cognizance of MCI East and West or Marine Corps Base Japan; that Base or Air Station Safety Manager will retain the authorities granted in paragraph 1 and 2 above.

9.10. Attachments IV – XII provide additional background information as reviewed with the contractor during the pre-award phase establishing perspective and objectives.

## **10. Travel.**

The Contractor shall coordinate all travel requirements with the cognizant Contracting Officer Technical representative. The Contractor must demonstrate that all travel is conducted in a cost-effective way and costs/travel shall be in accordance with the Joint Travel Regulations applicable to civilian personnel on official travel, unless an exception has been granted by the Contracting Officer technical representative to meet mission requirements. OCONUS Department of State dependent allowances are not authorized unless specifically approved on a case-by-case basis by the Contracting Officer.

**11. Reports.** Reports shall be in Microsoft "EXCEL" format. The contractor is encouraged to migrate to dynamically updated, web-based, on-line reports to the maximum extent while complying with privacy and data security concerns. Changes from paper/spreadsheet to dynamically updated on-line reports shall be coordinated with the Contracting Officer prior to cost expenditure and implementation.

11.1. Weekly Reports: The Contractor shall provide the Navy region/Marine Corps installation TS/RODS Program Manager a weekly status report. Format will be approved by the Contract Technical Representative (or equivalent) point of contact. The format shall include an overview of Contractor activities including lessons learned; number of classes, audits, ESAMS or equivalent program records completed; and numbers and categories of students trained for that week and an accumulation of classes conducted to date. Minimal content elements of a weekly status report are listed in Attachment A.

11.2. Monthly Reports. The Contractor shall provide the Navy region/Marine Corps installation TS/RODS Program Manager a monthly cumulative status report. Format will be approved by the Contract Technical Representative (or equivalent) point of contact. The format shall include an overview of Contractor activities including lessons learned; number of classes, audits, ESAMS or equivalent program records completed; and numbers and categories of students trained for that month and an accumulation of classes conducted to date. Minimal content elements of a monthly status report are listed in Attachment B.

11.3. Cost Tracking Reports: In accordance with established DCAA standards and the Cost Accounting Standards, Limitation of Cost/Funds Clauses, incorporated herein, the Contractor shall be responsible for tracking all costs associated with work under this contract and shall be liable for any errors in such cost tracking. Reports shall be submitted no less than quarterly, but may be submitted weekly if requested by the Contracting Officer, clearly documenting the costs associated with work done – such accounting shall be at the “technical direction letter” level and shall be detailed with respect to fund citation and source.

11.4. Course and instructor evaluation sheets shall be completed upon course completion. Quality control and quality assurance of Contractor training courses and instructors will include evaluation surveys of training participants. The Contractor shall provide to respective Navy region TS/RODS Program Managers and Marine Corps installation TS/RODS Program Managers documentation of corrective actions taken to address unsatisfactory survey findings wherein two or more complaints per Navy region/Marine Corps installation are received or thirty percent (30%) or more of the evaluation responses are below grade of three on a one-to-five (1 – 5) point evaluation scale. All evaluation sheets shall be controlled and sent to respective CNIC HQ Safety Program Manager/HQMC Safety Division Program Manager within five days upon course completion.

## **12.0 Non-Personal Services Statement**

Contractor employees performing services under this contract will be controlled, directed, and supervised at all times by Contractor management personnel. Contractor management shall ensure all employees comply with the performance work standards outlined in this SOO. Contractor employees shall perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in this SOO shall not be interpreted or implemented in any manner that results in any Contractor

employee creating or modifying federal policy, obligating the appropriated funds of the United States Government, overseeing the work of federal employees, providing direct personal services to any federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facilities and will perform the inspection and acceptance of the completed work.

### **13.0 Point(s) of Contact**

#### **13.1 CNIC Point of Contact**

Ms. Kathy Johnson  
CNIC N-5  
Commander, Navy Installations Command (CNIC)  
716 Sicard Street, Building 111  
Washington, DC 20373  
Phone: 202-433-3921  
E-mail: [Kathleen.Johnson@navy.mil](mailto:Kathleen.Johnson@navy.mil)

#### **13.2 CNIC Technical Point of Contact**

Mr. Dale Wisnieski  
Traffic Safety/RODS Program Manager  
Commander, Navy Installations Command (CNIC)  
2713 Mitscher Road, SW, Bldg. 168  
Anacostia Navy Annex  
Washington, DC 20373  
Phone: 202-433-4744  
E-mail: [dale.a.wisnieski@navy.mil](mailto:dale.a.wisnieski@navy.mil)

#### **13.3 Marine Corps Point of Contact**

Mr. Peter Hill  
Head, Engineering Section Safety Division  
Commandant of the Marine Corps (SD)  
2 Navy Annex, Room 2122  
Washington, DC 20380-1775  
Phone: 703-614-1202  
E-mail: [peter.j.hill@usmc.mil](mailto:peter.j.hill@usmc.mil)

#### **13.4 Marine Corps Technical Point of Contact**

Mr. Joseph Pinkowski  
Traffic Safety and RODS Program Manager  
Commandant of the Marine Corps (SD)  
2 Navy Annex, Room 2122  
Washington, DC 20380-1775  
Phone: 703-614-1202  
E-mail: [joseph.pinkowski@usmc.mil](mailto:joseph.pinkowski@usmc.mil)

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	N/A	N/A	N/A	Government
2002	N/A	N/A	N/A	Government
3001	N/A	N/A	N/A	Government
3002	N/A	N/A	N/A	Government
4001	N/A	N/A	N/A	Government
4002	N/A	N/A	N/A	Government
5001	N/A	N/A	N/A	Government
5002	N/A	N/A	N/A	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-16	Responsibility For Supplies	APR 1984

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
1001	POP 01-SEP-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	
1002	POP 01-SEP-2008 TO 30-NOV-2008	N/A	N/A FOB: Destination	
1003	POP 01-DEC-2008 TO 31-AUG-2009	N/A	N/A FOB: Destination	
2001	POP 01-SEP-2009 TO 31-AUG-2010	N/A	N/A FOB: Destination	
2002	POP 01-SEP-2009 TO 31-AUG-2010	N/A	N/A FOB: Destination	
3001	POP 01-SEP-2010 TO 31-AUG-2011	N/A	N/A FOB: Destination	
3002	POP 01-SEP-2010 TO 31-AUG-2011	N/A	N/A FOB: Destination	
4001	POP 01-SEP-2011 TO 31-AUG-2012	N/A	N/A FOB: Destination	
4002	POP 01-SEP-2011 TO 31-AUG-2012	N/A	N/A FOB: Destination	
5001	POP 01-SEP-2012 TO 31-AUG-2013	N/A	N/A FOB: Destination	
5002	POP 01-OCT-2012 TO 30-SEP-2013	N/A	N/A FOB: Destination	

## CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002

## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: 1781804 52FA 251 00052 0 068732 2D C0040U  
 COST CODE: 000528SA4130  
 AMOUNT: \$6,750,075.00  
 CIN N0005208RC0040U0001: \$6,750,075.00

AB: 1781106 27A0 000 00027 0 067443 2D 000000  
 COST CODE: 08608RCSA002  
 AMOUNT: \$500,000.00  
 CIN M0006608RCSA0020001: \$500,000.00

## CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008

## CLAUSES INCORPORATED BY FULL TEXT

**SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008)**

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site:  
<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, receiving reports etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for each file is not to exceed 2MB. Multiple attachments are allowed.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

	<i>Routing Table</i>
WAWF Invoice Type	<i>COST VOUCHER</i>
Contract Number	<i>N00244-08-C-0032</i>
Issuing Office DODAAC	<i>N00244</i>
Admin Office DODAAC	<i>N00244</i>
Inspector DODAAC (usually only used when Inspector & Acceptor are different people)	<i>NA</i>
Ship To DoDAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)	<i>VARIOUS</i>
Acceptance At Other	<i>NA</i>
Local Processing Office (Certifier)	<i>VARIOUS</i>
DCAA Office DODAAC (Used on Cost Voucher's only)	<i>TBD</i>
Paying Office DODAAC	<i>N68732</i>
Acceptor/COR Email Address	<i>VARIOUS</i>

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable documentation that supports payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF must also be provided to each point of contact identified in section (d) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(d) For each invoice / cost voucher submitted for payment, the contractor shall include the following email addresses for the WAWF automated invoice notification to the following points of contact:

Name	Email	Phone	Role
Kathy Johnson	<a href="mailto:Kathleen.Johnson@navy.mil">Kathleen.Johnson@navy.mil</a>	202-433-3921	CNIC POC
Dale Wisnieski	<a href="mailto:dale.a.wisnieski@navy.mil">dale.a.wisnieski@navy.mil</a>	202-433-4744	CNIC TPOC / COR
Peter Hill	<a href="mailto:peter.j.hill@usmc.mil">peter.j.hill@usmc.mil</a>	703-614-1202	CMC POC
Joseph Pinkowski	<a href="mailto:joseph.pinkowski@usmc.mil">joseph.pinkowski@usmc.mil</a>	703-614-1202	CMC TPOC / COR

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9404 REPORTING REQUIREMENTS (JAN 1992) (NAVSUP)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

SUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

- (a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Name: ROBERT B. LINK  
Address: FISC SAN DIEGO (Code 200)  
937 North Harbor Dr  
Suite 60  
San Diego CA 92132-0060  
[bob.link@navy.mil](mailto:bob.link@navy.mil)  
619-532-3445

PROGRESS AND STATUS REPORTS

PROGRESS AND STATUS REPORT, LEVEL OF EFFORT CONTRACTS (JAN 1992) (NAVSUP)

The contractor shall prepare and submit a report as a supplement to each Standard Form 1034 presented for payment. The report shall cover the term for which the invoice is submitted and shall include the following information, when applicable:

- (1) Identification Elements
  - (i) Title ("Level of Effort, Progress and Status Report")
  - (ii) Contract, Invoice and Control Numbers
  - (iii) Contractor's Name and Address
  - (iv) Date of Report
  - (v) Reporting (invoicing) Period
  - (vi) Name of Individual Preparing Report
- (2) Description Elements

- (i) Description of progress made during the reporting period, including problem areas encountered, and recommendations.
- (ii) Results obtained relating to previously identified problem areas.
- (iii) Deliverables completed and delivered.
- (iv) Extent of subcontracting and results achieved.
- (v) Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals, the total number of travelers, the period of travel by labor category, and the results of such travel.
- (vi) Labor hours expended for the period and cumulatively broken out to identify labor categories and specific individuals\* utilized and the amount of labor hours expended by each.
- (vii) Labor hours, by labor category and cumulatively, anticipated to be required for completion of the contract.
- (viii) Materials and other direct cost items expended in performance of the contract during the reporting period.
- (ix) Problem areas and recommendations involving impact on technical, cost and scheduling requirements.

(b) Each report shall address each element of paragraph (2) above. Where the element is not applicable, the report shall so state.

(c) Distribution of the report shall, as a minimum, be one (1) copy to the Contract Administration Office and one (1) copy to the Contracting Officer's Technical Representative. Additional requirements may be established in a DD Form 1423, Contract Data Requirements List.

(d) Requiring activities will insure this report and copies of the invoice are retained.

\*If, for reasons of company proprietary interest, it is desired to withhold names of individuals from the report, a unique identifier (such as payroll number) will be accepted; provided, however, that no more than one such identifier is utilized by any individual under this or any other contract effort, and that the names of the individuals so identified will be made available to the Contracting Officer upon request.

## Section H - Special Contract Requirements

TECHNICAL DIRECTION

## H-001 TECHNICAL INSTRUCTIONS

(a) Performance of the work hereunder shall be subject to written technical instructions signed by the Contracting Officer's Representative and Navy Technical Point(s) of Contact (TPOC) specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, schedule classes, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

OCI**ORGANIZATIONAL CONFLICTS OF INTEREST (JAN 1992) (NAVSUP)**

This clause provides examples of certain organizational conflicts of interest which are prescribed by Federal Acquisition Regulation Subpart 9.5. The two underlying principles which this clause seeks to avoid are preventing the existence of conflicting roles that might bias a Contractor's judgment and preventing unfair competitive advantage. The following subsections prescribe certain limitations on contracting as the means of avoiding, neutralizing, or mitigating organizational conflicts of interest.

a. If, under this contract, the Contractor will provide systems engineering and technical direction for a system but does not have overall contractual responsibility for its development, integration, assembly, and checkout, or its production, the Contractor shall not be awarded a subsequent contract to supply the system or any of its major components or be a subcontractor or consultant to a supplier of the system or any of its major components.

(i) The term of this prohibition shall endure for the entire period of this contract performance and for two years thereafter.

(ii) Systems engineering is defined in FAR 9.505-1(b).

b. If, under this contract, the Contractor will prepare and furnish complete specifications covering nondevelopmental items, to be used in a competitive acquisition, the Contractor shall not be permitted to furnish these items, either as a prime or subcontractor.

(i) The term of this prohibition shall endure for the entire period of this contract performance and for either two years thereafter or the duration of the initial production contract whichever is longer.

(ii) This rule shall not apply to Contractors who furnish specifications or data at Government request or to situations in which Contractors act as Government representatives to help Government agencies prepare, refine, or coordinate specifications provided this assistance is supervised and controlled by Government representatives.

c. If, under this contract, the Contractor will prepare or assist in preparing a work statement to be used in competitively acquiring a system or services, the Contractor shall not supply the system, its major components, or the service unless the Contractor is the sole source, the Contractor has participated in the development and design work, or more than one Contractor has been involved in preparing the work statement. The term of this prohibition shall endure for the entire period of this contract performance and for two years thereafter.

d. If, under this contract, the Contractor will provide technical evaluation of products or advisory and assistance services (see FAR 37.210), the Contractor shall not provide such services if the services relate to the Contractor's own or a competitor's products or services unless proper safeguards are maintained to ensure objectivity.

e. If, under this contract, the Contractor gains access to proprietary information of other companies in performing advisory assistance services for the Government, the Contractor agrees to protect this information from unauthorized use or disclosure and to refrain from using the information for any purpose other than that for which it was furnished. A separate agreement shall be entered into between the Contractor and the company whose proprietary information is the subject of this restriction. A copy of this agreement shall be provided to the contracting officer.

## CLAUSES INCORPORATED BY FULL TEXT

### APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

CNIC Name:	Mr. Dale Wisnieski
Mailing Address:	Traffic Safety/RODS Program Manager (Interim) Commander, Navy Installations Command (CNIC) 2713 Mitscher Road, SW Bldg 168 Anacostia Navy Annex Washington DC 20373
Telephone No.:	202-433-4744
E-mail:	<a href="mailto:dale.a.wisnieski@navy.mil">dale.a.wisnieski@navy.mil</a>

USMC Name:	Mr. Joseph Pinkowski Traffic Safety and RODS Program Manager
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Mailing Address: Commandant of the Marine Corps (SD)  
 2 Navy Annex Room 2122  
 Washington DC 20380-1775

Telephone No.: 703-614-1202

Email: [joseph.pinkowski@usmc.mil](mailto:joseph.pinkowski@usmc.mil)

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

**No alternate COR appointed at time of contract award.**

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort outside the existing scope of the contract (or delivery order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the Contracting Officer (ordering officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the delivery order; or until the issue has been otherwise resolved.

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

**LIABILITY INSURANCE LIMITS (AUG 1992) (FISC SAN DIEGO)**

Pursuant to the terms of the clause FAR 52.228-5, Insurance--Work on a Government Installation, following are the kinds and minimum amounts of insurance required:

General liability: bodily injury liability insurance coverage written on the comprehensive form of policy--\$500,000 per occurrence.

Automobile liability insurance written on the comprehensive form of policy for bodily injury and property damage liability covering the operation of all automobiles operated in the United States and used in connection with performing the contract--\$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

Aircraft public and passenger liability when aircraft are used in connection with performing the contract--\$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be \$200,000 multiplied by the number of seats or passengers, whichever is greater.

**N00244H136 GOVERNMENT REVIEW OF RESUMES (AUG 1992) (FISC SAN DIEGO)**

The Government reserves the right to review the resumes of contractor employees performing under the contract solely for the purpose of ascertaining their qualifications relative to the personnel qualifications terms of the contract. Accordingly, the contractor shall furnish such resumes to the Contracting Officer upon request by the Contracting Officer's Representative, Ordering Officer or Contracting Officer.

**SUP 5252.232-9400 Limitation Of Liability - Incremental Funding (JAN 1992)**

This contract is incrementally funded and the amount currently available for payment hereunder is limited to \* inclusive of fee. It is estimated that these funds will cover the cost of performance through \*\*. Subject to the provisions of the clause entitled "Limitation of Funds" FAR 52.232-22 of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of \* shall arise unless additional funds are made available and are incorporated as a modification to this contract.  
(End of Clause)

**TRAVEL AND PER DIEM EXPENSES**  
**TRAVEL AND PER DIEM EXPENSES**

Travel expenses incurred in the performance of the contract will be reimbursed on the basis of actual costs when the facilities of a common carrier are used or on the basis of reasonable actual costs when performed by a privately owned vehicle not to exceed prevailing Federal Travel Regulation mileage rates.

Reimbursement for travel by commercial air transport in connection with the performance of work hereunder shall be reimbursed on the basis of cost, provided such reimbursement does not exceed the costs of jet coach, if such accommodations are available from established air carriers to destination, and there is a necessity for arrival there at a prescribed time schedule, and all other factors considered.

All such travel must be approved in advance by the Contracting Officer Representative (COR) in writing.

If applicable, G&A or such other administrative costs may be added to travel or per diem expenses in accordance with the contractor's established policy. In no event, however, shall reimbursement be made hereunder in excess of amounts normally paid by the contractor to employees engaged in comparable functions the cost of which is not reimbursed under Government contracts, nor exceeding those costs considered acceptable pursuant to the provisions of the contract or by Subpart 31.2 of the Federal Acquisition Regulation in effect on the date of this contract.

**ADVERTISING OF AWARD**  
**ADVERTISING OF AWARD**

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

**FISCS D CLAUSE H-999**  
**Training Equipment.**

*Except as provided below*, the Government requires the Contractor to supply all "training equipment," to include, but not limited to, motorcycle training aids, off-road-vehicles, and simulator training aids necessary to meet course objectives and performance requirements. It is the Navy's stated intention that the Contractor employ the most cost effective means to obtain the necessary training equipment, to include, but not limited to, teaming agreements, subcontractor agreements, and equipment leasing. Except, and only to the extent agreed upon in advance and approved by the Contracting Officer, the Navy shall not anticipate, nor will it recognize, costs associated with "purchasing" any training equipment under this contract.

The Contractor understands and agrees that the Contractor does not enjoy an agency-type relationship with the Navy or its Contracting Officer. The Contractor is an "independent contractor" providing services to the Navy. The Contractor shall be bound by the terms and conditions of any teaming agreement and/or lease. The Navy shall not be bound, or otherwise be in any way responsible, for any lease terms and conditions set forth in any Contractor-lease agreement or other teaming agreement/subcontract. The Contractor shall hold the Navy harmless for any claims arising out of the use of any such training equipment or the loss or damage of such equipment, unless the subject of a claim under the Federal Torts Claims Act for Government-employee/military member negligence.

The Navy shall reimburse the Contractor for lease costs that only accrue from the beginning of this contract or from the date each item of training equipment is used by the Contractor in performance of this contract, whichever is later, for the purpose set forth herein. In no event will the Contractor be reimbursed for lease payments or costs that may be incurred due to unexercised contract options.

The Navy asserts, and the Contractor agrees, that the Contractor shall properly account for any lease costs as either a direct or indirect cost in conformance with the Contractor's approved cost accounting system and the terms and conditions of this contract, to include the proper allocation of those costs to either the Navy installations or the Marine Corps installations serviced under this contract. See FAR Part 52.230-1 et seq, incorporated by reference in Section I, to include, but not limited to FAR 52.230-1, -2, -3, -4, and -6, as applicable.

The Contractor shall retain all responsibility for the care, control, maintenance, liability (to include adequate insurance for personal and property liability), of any training equipment in accordance with applicable contract terms and conditions. The Navy shall not be responsible for any loss or damages to the training equipment or to third party property/persons, except as set forth in the preceding paragraph.

The training equipment described in this provision that is provided by the Contractor, by lease or by other agreement, shall not be "Government Property" as defined by FAR part 45. Any provisions relating to Government furnished property or Government assumption of "risk of loss" shall not apply to equipment furnished by the Contractor as training equipment.

With respect to training equipment that the Contractor elects to acquire as a direct purchase, the Contractor shall seek advance approval by the Contracting Officer in order to consider such equipment as "contractor-acquired property" under a cost-reimbursable contract, thereby causing the Government to acquire title under FAR part 52.245-1, incorporated herein by reference.

The only "training equipment" that the Government agrees to provide under this contract is a quantity of four EF Bike Motorcycle Simulators solely for Contractor's use in performing this contract. Upon TS/RODS contract award and in accordance with the provisions of FAR 52.245-1, Government Property, the Government shall deliver to the Contractor these four simulators as Government-furnished property (GFP) in "as-is" condition at the USMC Locations identified in attachment III of this document. The Government shall retain title to this GFP.

In accordance with FAR 52.245-1, the Contractor is responsible for operating and properly maintaining the GFP in accordance with OEM manual. Upon request by the Contractor, the Government shall also provide the Original Equipment Manufacturer (OEM) Manual to the Contractor. Maintenance records shall remain available to the Government at the GFP location throughout the term of the contract.

The contractor shall be reimbursed only for costs associated with daily maintenance under the anticipated contract. Maintenance costs will be reimbursed as contract ODC's.

The Navy asserts, and the Contractor agrees, that the Contractor shall properly account for any associated costs as either a direct or indirect cost in conformance with the Contractor's approved cost accounting system and the terms and conditions of this contract, to include the proper allocation of those costs to either the Navy installations or the Marine Corps installations serviced under this contract. See FAR Part 52.230-1 et seq, incorporated by reference in Section I, to include, but not limited to FAR 52.230-1, -2, -3, -4, and -6, as applicable.

For all other Government-furnished property, to include equipment, and facilities, FAR 52.245-1 applies.

Exceptions:

The Government shall provide the Simulators as defined in the contract for utilization for training purposes.

#### CONTRACT ADMINISTRATION PLAN

CONTRACT ADMINISTRATION PLAN (CAP) FOR COST TYPE, INDEFINITE DELIVERY CONTRACTS  
In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:

- a. All pre-award duties such as solicitation, negotiation and award of contracts.
  - b. Any information or questions during the pre-award stage of the procurement.
  - c. Freedom of Information inquiries.
  - d. Changes in contract terms and/or conditions.
  - e. Post award conference.
2. The Contract Administration Office (CAO) is responsible for matters specified in FAR 42.302, except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.
3. The Defense Contract Audit Agency (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of this contract prior to final payment to the contractor.
4. The paying office is responsible for making payment of proper invoices after acceptance is documented.
5. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:
- a. Technical Interface
    - (1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.
    - (2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.
  - b. Contract Surveillance
    - (1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such as situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.
    - (2) The COR shall monitor the contractor's performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation. When contract performance is taking place at a government location, the COR shall also monitor contractor employees performing under the contract with regard to kind, number and hours worked to ensure that the contractor is properly charging time applied to the contract. A record of such personal observations should be kept and compared with charges invoiced by the contractor for that task and time frame. This information can also be used as a tool in evaluating the contractor certificate of performance. It is essential that the COR coordinate these efforts with the CAO designated in the contract.
    - (3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) The COR shall maintain surveillance of the contractor's performance to determine if the percentage of work performed reasonably corresponds to the percentage of funds expended. This responsibility requires a thorough review of the contractor's progress reports. The COR shall immediately report to the PCO any difficulties perceived in this area. The COR is also responsible for providing the contractor with any written comments the PCO may make in response to the progress reports and/or personal observations of the COR.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance. DCAA invoice responsibilities are specified in WAWF clause and elsewhere herein. COR responsibilities to facilitate payment as may be required are as follows:

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR may request DCAA to take a payment offset on questioned costs, when documentary evidence or personal observations do not support submitted invoices. The COR shall notify DCAA when questioned costs have been resolved with the contractor. The COR will ensure that DCAA conducts floor checks and/or timecard checks when actual monitoring is not feasible. The COR will be cognizant of the invoicing procedures and the prompt payment due dates detailed elsewhere in the contract.

(3) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) The COR shall work with the Contractor to obtain and execute a final voucher no more than 60 days after completion of contract performance. The COR shall ensure that the voucher is clearly marked as a "Final Voucher."

d. Contract Modifications.

(1) The COR is responsible for developing the statement of work for change orders, technical direction letters (TDLs) or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

(2) Once the Contracting Officer has requested and received the contractor's proposal the COR shall review and evaluate the contractor's proposal and furnish comments and recommendations.

e. Administrative Duties

(1) The COR is responsible for taking appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to ensure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement

(1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractor's performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor. For contracts where technical direction letters (TDLs) are issued, one consolidated report which addresses all actions under the contract may be submitted.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

6. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

- a. Identify contractor deficiencies to the COR.
- b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the COR.
- d. Identify contract noncompliance with reporting requirements to the COR.
- e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- f. Review invoices for the appropriate mix of types and quantities of labor, materials, and other direct costs, and provide the COR with recommendations to facilitate COR certification of the invoice.
- g. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.
- h. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2008
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-50	Combating Trafficking in Persons	AUG 2007
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products	DEC 2007
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007

52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-1	Payments	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-2	Subcontracts	JUN 2007
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Government Property	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.215-7004	Excessive Pass-Through Charges	APR 2007
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Contract Performance Outside the United States and Canada--Submission after Award	MAY 2007

252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.225-7013	Duty-Free Entry	OCT 2006
252.225-7021	Trade Agreements	MAR 2007
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
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

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

**52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

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

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

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

(End of clause)

**CLAUSES INCORPORATED BY FULL TEXT****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 the 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 (insert the period of time within which the Contracting Officer may exercise the option).

(End of clause)

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 DAYS; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30

DAYS 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 5 YEARS.

(End of clause)

#### 52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The insert name of SBA's contractor will notify the insert name of contracting agency Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUNE 2007)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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 the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall represent its size status in accordance with the size standard in effect at the time of this representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following representation and submit it to the contracting office, along with the contract number and the date on which the representation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 611430 assigned to contract number PER CONTRACT AWARD.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

## 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not zero dollars (\$0.00) or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

\* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

## 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (JUL 2005)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

#### 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

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

"Act," means the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

"Contractor," when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) Minimum Wage. In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) Successor Contracts. If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) Notification to Employees. The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) Safe and Sanitary Working Conditions. The Contractor or subcontractor shall not permit any part of the

services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) Records. (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act--

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance

of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor

(29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

TO BE COMPLETED BASED UPON CONTRACTOR IDENTIFICATION OF APPLICABLE SCA LABOR CATEGORIES

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause4)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond \_\_\_\_\_. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond \_\_\_\_\_, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.232-20 LIMITATION OF COST (APR 1984)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's

share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that--

(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of clause)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

#### 52.245-1 GOVERNMENT PROPERTY (JUN 2007)

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

Acquisition cost means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

Cannibalize means to remove serviceable parts from one item of equipment in order to install them on another item of equipment.

Contractor-acquired property means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

Contractor inventory means--

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

Contractor's managerial personnel means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

Demilitarization means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

Discrepancies incident to shipment means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

Equipment means a tangible asset that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished property means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract.

Government property means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end-item. Material does not include equipment, special tooling and special test equipment.

Nonseverable means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

Plant equipment as used in this part, means personal property of a capital nature (including equipment, machine tools, test equipment, furniture, vehicles, and accessory and auxiliary items) for use in manufacturing supplies, in performing services, or for any administrative or general plant purpose. It does not include special tooling or special test equipment.

Precious metals means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

Property means all tangible property, both real and personal.

Property Administrator means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

Provide means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or plant equipment.

Sensitive property means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Surplus property means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management. (1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, disposition, or via a completed investigation, evaluation, and final determination for lost, damaged, destroyed, or stolen property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property. The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer. The Contractor shall not modify, cannibalize, or make alterations to Government property unless this contract specifically identifies the modifications, alterations or improvements as work to be performed.

(d) Government-furnished property. (1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)(i) The Contracting Officer may by written notice, at any time--

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property. (1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts. (i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.

(ii) Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(iii) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(A) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(B) Title to all other material shall pass to and vest in the Government upon--

(1) Issuance of the material for use in contract performance;

(2) Commencement of processing of the material or its use in contract performance; or

(3) Reimbursement of the cost of the material by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts. (i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property"), are subject to the provisions of this clause.

(f) Contractor plans and systems. (1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and material control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control. (A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, damage, destruction or theft of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, damage, destruction, or theft; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, damage, destruction, or theft. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, damage, destruction, or theft to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

(4) Unique Item Identifier (if available).

(5) Accountable Contract number.

(6) A statement indicating current or future need.

(7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.

(8) All known interests in commingled property of which the Government property is a part.

(9) Cause and corrective action taken or to be taken to prevent recurrence.

(10) A statement that the Government will receive any reimbursement covering the loss, damage, destruction, or theft, in the event the Contractor was or will be reimbursed or compensated.

(11) Copies of all supporting documentation.

(12) Last known location.

(13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is--

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, damage, destruction or theft of Government property;

(B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property. (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government property with property not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, damage, destruction, or theft cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis. (1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be safeguarded from tampering or destruction.

(3) Should it be determined by the Government that the Contractor's property management practices are inadequate or not acceptable for the effective management and/or control of Government property under this contract, and/or present an undue risk to the Government, the Contractor shall immediately take all necessary corrective actions as directed by the Property Administrator.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property. (1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss, damage, destruction, or theft to the Government property furnished or acquired under this contract, except when any one of the following applies--

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) The loss, damage, destruction, or theft is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel. Contractor's managerial personnel, in this clause, means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of

all or substantially all of the Contractor's business; all or substantially all of the Contractor's operation at any one plant or separate location; or a separate and complete major industrial operation.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss, damage, destruction, or theft, due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss, damage, destruction, or theft of Government property occurred while the Contractor had adequate property management practices or the loss, damage, destruction, or theft of Government property did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, damage, destruction, or theft. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, damage, destruction, or theft of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. The right to an equitable adjustment shall be the Contractor's exclusive remedy and the Government shall not be liable to suit for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause. (i) Contractor with an approved scrap procedure. (A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures), except that inventory disposal schedules shall be submitted for scrap aircraft or aircraft parts and scrap that--

(1) Requires demilitarization;

(2) Is a classified item;

(3) Is generated from classified items;

(4) Contains hazardous materials or hazardous wastes;

(5) Contains precious metals; or

(6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements. (i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority--

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) Inventory disposal schedules. (i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify--

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for--

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall describe the property in sufficient detail to permit an understanding of its intended use. Property with the same description, condition code, and reporting location may be grouped in a single line item.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than--

(i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may--

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage. (i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121<sup>st</sup> day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage facility shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions. (i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. If not returned to the Government, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property. (1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government--furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

(End of Clause)

#### 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the United States Navy and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

"Transportation is for the United States Navy and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. per contract award. This may be confirmed by contacting Contracting Officer."

(End of clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR clauses <http://acquisition.gov/comp/far/i/index.html>

DFARS clauses <http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any insert regulation name (48 CFR \_\_\_\_\_) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### EMPLOYMENT OF NON US CITIZENS

a. The Immigration Reform and Control Act of 1986 (IRCA), Public Law 99-603 (8 U.S.C. 1324a) requires employers to verify the eligibility of individuals for employment to preclude the unlawful hiring, or recruiting or referring for a fee, of aliens who are not authorized to work in the United States.

b. By signing this proposal, the offeror certifies it has and will comply with IRCA, to include that it has verified the identity and employment eligibility of any individual employed who is or may be employed by the offeror and works under this contract. The offeror certifies further that it will ensure that proposed subcontractors employing four or more individuals are in compliance with IRCA prior to the award of any subcontract for work under this contract.

c. Questions regarding compliance under the Act may be directed to U.S. Department of Justice, Immigration and Naturalization Service.

(End of clause)

#### FISCSO CLAUSE H-998 SOFA

Work under this contract shall be performed in various OCONUS countries, including but not limited to the Republic of Korea, Japan, and Spain (within Country). The contractor shall ensure that it abides by the provisions of the applicable Status of Forces Agreements for those countries, to include, but not limited to requirements to clear invited contractor employees or accompanying contractor employees, in advance, with the appropriate Commander, Joint Forces Command, located within Country. The contractor shall also ensure that its OCONUS employees are made aware of their rights and responsibilities under the applicable Status of Forces Agreements.

## Section J - List of Documents, Exhibits and Other Attachments

LIST OF DOCS

Attachment Number	Title
(b)	Wage Determination (Greensboro NC)
(c)	TS/RODS PBSOW Standards draft
A.	Weekly Reports
B.	Monthly Reports
I	Student Course Size
II	Motorcycle Training Aids; Navy, USMC
III	Motorcycle Simulator Locations
IV	CY07 Historical Training Statistics
V	Navy and Marine Corps Motorcycle Ranges
VI	CY07 Seasonal Training Schedule
VII	Navy Resource Distribution
VIII	USMC TS_RODS PreProposal Conf Brief 18 JUN 2008
IX	Navy TS_RODS PreProposal Conf Brief 18 JUN 2008
X	USMC STUDENT THROUGHPUT EST REV 27 JUN 2008
XI	USMC RIDERS TRAINED REV JUL 2008
XII	HISTORICAL EVOC DATA draft 29AUG2008

Contractor Security Classification Specification, DD Form 254  
(to be provided)

