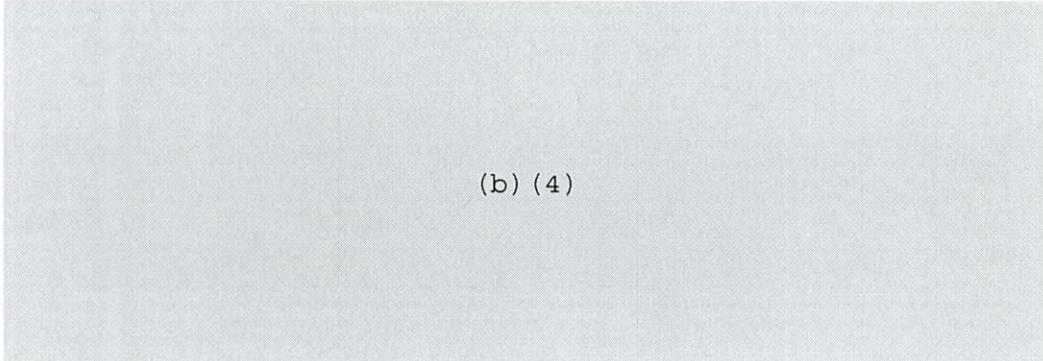


| | | | | | | | |
|---|------------------------|--|-----------|--|-------------|--|-------|
| AWARD/CONTRACT | | 1. THIS CONTRACT IS A RATED ➤ ORDER UNDER DPAS (15 CFR 350) | | RATING DO-A9 | | PAGE OF PAGES 1 39 | |
| 2. CONTRACT (Proc. Inst. Ident.) NO. M67854-05-C-2082 | | 3. EFFECTIVE DATE See block 20 C | | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. | | | |
| 5. ISSUED CODE M67854 COMMANDING GENERAL MARINE CORPS SYSTEMS COMMAND ATTN: BMADS, Valerie Mosqueira 2200 Lester Street QUANTICO, VA 22134-6050 POC: valerie.mosqueira@usmc.mil , 703-432-4127 | | 6. ADMINISTERED BY (If Other than 5) CODE DCMA BOEING ST LOUIS PO BOX 516 MC S3061375 ST LOUIS, MO 63166-0516 | | S2606A | | | |
| 7. NAME AND ADDRESS OF CONTRACTOR (No, Street, City, County, State and ZIP CODE) McDonnell Douglas Corporation/The Boeing Company J.S. McDonnell Blvd P.O. Box 516 St. Louis, Mo 63166-0516 Attn: Mary Chaddock | | | | 8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) | | | |
| 9. DISCOUNT FOR PROMPT PAYMENT | | | | 10. SUBMIT INVOICES SEE SECTION G TO THE ADDRESS SHOWN IN: ➤ | | ITEM SEE SECTION G | |
| CODE 69236 | | FACILITY CODE | | | | | |
| 11. SHIP TO/MARK FOR CODE SEE SECTION F | | 12. PAYMENT WILL BE MADE BY CODE DFAS COLUMBAS P.O. Box 369022 Attn: Kansas Columbus, OH 43236-9022 | | HQ0337 | | | |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION. <input checked="" type="checkbox"/> 10 U.S.C. 2304 (c)(2) <input type="checkbox"/> 41 U.S.C. 253(c) () | | | | 14. ACCOUNTING AND APPROPRIATION DATA SEE SECTION G | | | |
| 15A. ITEM NO. | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT | | |
| | SEE SECTION B | | | | | | |
| AMOUNT OF CONTRACT | | | | 15G. TOTAL | | \$ | |
| 16. TABLE OF CONTENTS | | | | | | | |
| (✓) | SEC | DESCRIPTION | PAGES | (✓) | SEC | DESCRIPTION | PAGES |
| PART I - THE SCHEDULE | | | | PART II - CONTRACT CLAUSES | | | |
| ✓ | A | SOLICITATION/CONTRACT FORM | | ✓ | I | CONTRACT CLAUSES | |
| ✓ | B | SUPPLIES OR SERVICES AND PRICES/COSTS | | PART III LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS | | | |
| ✓ | C | DESCRIPTION/SPECS/WORK STATEMENT | | ✓ | J | LIST OF ATTACHMENTS | |
| ✓ | D | PACKAGING AND MARKING | | PART IV - REPRESENTATIONS AND INSTRUCTIONS | | | |
| ✓ | E | INSPECTION AND ACCEPTANCE | | ✓ | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS | |
| ✓ | F | DELIVERIES OR PERFORMANCE | | | L | INSTRS, CONDS, AND NOTICES TO OFFERORS | |
| ✓ | G | CONTRACT ADMINISTRATION DATA | | | M | EVALUATION FACTORS FOR AWARD | |
| ✓ | H | SPECIAL CONTRACT REQUIREMENTS | | | | | |
| CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE | | | | | | | |
| 17. <input type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ 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) the 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. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ 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) the award/contract. No further contractual document is necessary. | | | |
| 19A. NAME AND TITLE OF SIGNER (Type or print) (b) (6) | | | | 20A. NAME OF CONTRACTING OFFICER Valerie J Mosqueira United States Marine Corps | | | |
| 19B. NAME OF CONTRACTOR BY _____ (b) (6) (Signature of person authorized to sign) | | 19C. DATE SIGNED | | 20B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer) | | 20C. DATE SIGNED | |

SECTION B –SUPPLIES/SERVICES AND PRICES/COSTS

B.1 BLOCKS 15A THROUGH 15F



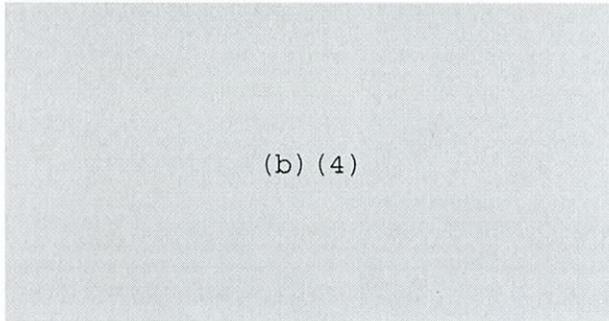
(b) (4)

B.2 CONTRACT TYPE

This is a time & materials labor hour contract type.

B.3

WRAP RATE TABLE
FFP Labor Rates



(b) (4)

SECTION C – DESCRIPTION/SPECIFICATION/STATEMENT OF WORK

C.1 STATEMENT OF WORK

CLIN 0001 - The contractor shall provide those items shown in Section B, Schedule of Supplies/Services and Prices/Costs, in accordance with Attachment J-1, Statement of Work

CLIN 0002 - Other Direct Costs (ODCs) and Travel includes those costs, necessary for the direct support of this contract. ODCs do not include costs necessary to support this contract in the normal course of business (i.e. allocated to overhead). ODCs and Travel may be reimbursed provided such costs are specifically authorized and provided that the costs are reasonable, allowable, and allocable in accordance with the laws and regulations (e.g. FAR Part 31). The contractor is not entitled to additional fee for ODCs or Travel but is entitled to those costs normally associated with ODCs, such as overhead and burden costs. The ODCs include the costs for refurbishment, repair and replacement of Contractor Furnished Equipment (CFE) due to obsolescence or loss of equipment due to causes outside of the contractors control..

CLIN 0003 - CONTRACT DATA REQUIREMENTS LIST (CDRL) - CLIN 0003 shall be provided in accordance with Exhibits A001 and A002. The purpose of the CDRL is to provide general information regarding data to be delivered to the Government. The CDRL provides for a concise means of addressing the data content, distribution, inspection and acceptance location, due dates and frequency, and any other information pertinent to the data requirement. The CDRL defines the data content and format requirements. Unless otherwise specified in an Exhibit, contractor format is acceptable.

SECTION D – PACKAGING AND MARKING**D.1 PREPARATION FOR DELIVERY****Shipping to Theater (Iraq)**

The Contractor shall initiate and process the requisition for shipping ISR equipment. Contractor shall ship ISR equipment via Priority mail (overnight, FEDEX/DHL or other) to TMO Camp Pendleton. TMO Camp Pendleton Address is: Camp Pendleton TMO, Marine Corps Base Bldg 2262, Camp Pendleton CA 92055. Contractor shall coordinate with VMU-2 on final destination of equipment. Contractor shall inform TMO and VMU-2 of final destination of the ISR equipment.

TMO Camp Pendleton will prepare all documentation and releases ISR equipment into the supply system using VMU-2 address. VMU-2 address is: M94116 Commanding Officer, Marine Unmanned Aerial Vehicle Squadron 2, (Det A) Al Taqaddam Air Base, Habbaniyah IQ. TMO Camp Pendleton will identify in the "Mark To" block the respective Detachment, Officer In Charge, location and phone number for final destination. TMO Camp Pendleton will provide all tracking information to the Contractor and to VMU-2 POCs. TMO Camp Pendleton will ensure ISR equipment is sent via commercial carrier whenever weight and dimension limit permits.

VMU-2 Aviation Supply will track ISR equipment until it's final destination. VMU-2 Aviation Supply will coordinate with MAGTF Distribution Center to ensure ISR equipment reaches it's final destination. S-3 will coordinate with VMU-2 if ISR equipment is required to remote site for Air Support Request. VMU-2 Detachments (B&C) will inform all supply personnel that ISR equipment has been received to close out process.

Shipping to CONUS

Respective VMU-2 Detachments will prepare ISR equipment for shipment. VMU-2 Detachments will provide information to VMU-2 Aviation Supply for preparation of shipping document. VMU-2 Aviation Supply will inform VMU-2 Detachments and ISR equipment items to be shipped to Camp Pendleton and the Contractor. VMU-2 Aviation Supply will Mark To the Contractor using VMU-2 address as originator. VMU-2 Detachments will ship items via local TMO, and provide all shipping information including tracking number to VMU-2 Aviation Supply. If not available VMU-2 Detachments will ASR items to VMU-2 for follow on shipment. VMU-2 Aviation Supply will coordinate with MAGTF Distribution Center to ensure positive control of ISR equipment. VMU-2 Aviation Supply will contact TMO Camp Pendleton to advise of equipment once equipment is in the logistics pipeline. TMO Camp Pendleton processes item for final delivery to the Contractor. Contractor shall inform all parties upon receipt of shipment.

Marking Instructions.**Contractor's Address:**

The Insitu Group
118 East Columbia River Way
Bingen WA 98605

TMO Camp Pendleton Address:
Camp Pendleton TMO
Marine Corps Base BLDG 2262
Camp Pendleton CA 92055

VMU-2 Address:
M94116 Commanding Officer
Marine Unmanned Aerial Vehicle Squadron 2
(Det A) Al Taqaddam Air Base
Habbaniyah IQ

VMU-2 (Det Bravo) address:
Major Miles
Camp Fallujah

VMU-2 (Det Charlie) address:
Al Assad

D.2 MARKING INSTRUCTIONS

All reports/supplies/deliverables shall prominently show the following information:

MCDONNELL DOUGLAS/BOEING COMPANY

CONTRACT NUMBER M67854-05-C-2082

SPONSOR

COMMANDING GENERAL

MARINE CORPS SYSTEMS COMMAND

CODE: II MEF

D.3 CLASSIFIED DATA

Classified data, if applicable, shall be prepared, packaged, marked and delivered in accordance with the National Industrial Security Program Operating Manual (NISPOM) DOD 5220.22M.

SECTION E – INSPECTION AND ACCEPTANCE**E.1 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):

<http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/>

Federal Acquisition Regulation (48 CFR Chapter 1) (Clauses/Provisions); clauses preceded by a '52' refer to Defense Federal Acquisition Regulation (DFAR) Supplemental clauses:

52.246-6 Inspection – Time and Material or Labor Hour (Mar 2001)

E.2 CLINs 0001 – 0002 Unless otherwise specified in a task or delivery order, the supplies and services ordered hereunder will be accepted at Destination by a Government representative.

E.3 CLIN 0003

Technical Data Requirements will be inspected and accepted by the Government as specified in the applicable DD Form 1423 attached hereto.

1. Data items submitted under Letter of Transmittal (LT) shall be the responsibility of the initial addressee under Block 14 of the DD Form 1423 as to review for adequacy and contract compliance. Where Code A is entered in Block 8 of the DD Form 1423 and deficiencies or inadequacies are noted, the initial addressee shall so advise the Contractor by letter in accordance with paragraph E.4(3) with copies to the ACO and the cognizant Technical Office indicated in Block 6 of the DD Form 1423.

The initial addressee shall advise the Contractor in writing with copy to the ACO and cognizant technical code in Block 6 at such time as Data Requirements submitted by LT have been satisfactorily accomplished.

2. Inspection and acceptance of the Data Items requiring shipment under DD Form 250 shall be made in accordance with Block 7 of the DD Form 1423. Source will be by the cognizant DCMC Representative. Destination shall be by the first listed Block 14 addressee. Addressees other than the initial addressee shall be considered informational. Codes are further explained below:

| <u>CODE</u> | <u>INSPECTION</u> | <u>ACCEPTANCE</u> |
|-------------|-------------------------|-------------------|
| SS | Source | Source |
| DD | Destination | Destination |
| SD | Source | Destination |
| LT | Letter-Transmittal Only | |

3. Unless otherwise specifically stated in the applicable DD Form 1423, or associated Data Item Description (DID), the Government must provide written comment, rejection or acceptance to

the Contractor within forty-five days after receipt of each data submission. The Contractor shall notify the Government in writing (PCO and ACO) if the Government is at risk of failing to meet the applicable review time requirements.

SECTION F – DELIVERIES OR PERFORMANCE**F.1 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):

<http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/>

Federal Acquisition Regulation (48 CFR Chapter 1) (Clauses/Provisions); clauses preceded by a '52' refer to Defense Federal Acquisition Regulation (DFAR) Supplemental clauses:

| | |
|-------------------|-------------------------------------|
| 52.242-15 | Stop-Work Order (Aug 1989) |
| 52.242-15 (Alt I) | Stop-Work Order (Apr 1984) |
| 52.242-17 | Government Delay of Work (Apr 1984) |
| 52.247-29 | F.O.B. Origin (Jun 1988) |
| 52.247-34 | F.O.B. Destination (Nov 1991) |

F.2 Services and supplies under this contract shall be delivered in accordance with the following:

a. CLIN 0001

The services provided under CLIN 0001 shall be performed upon contract award and continuing for the period of one (1) year with the last two weeks for packing and shipping equipment to return CONUS.

CLIN 0002

The ODC's shall support CLIN 0002 and will be performed upon contract award and continuing for the period of one (1) year.

c. CLIN 0003

In accordance with applicable DD Form 1423(s) attached hereto.

F.3 GOVERNMENT BILL OF LADING

When/If needed, requests for shipping instructions shall be submitted to the Procuring Office Representative indicated in Section G at least forty-five (45) days prior to commencement of delivery.

F.4 CONTRACTOR'S FACILITY

For the purposes of this contract, the term "Contractor's Facility" shall be defined as St. Louis MO.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 POST-AWARD ORIENTATION CONFERENCE

No formal Post Award Conference is required; however, ambiguities or uncertainties regarding the responsibilities or obligations of either party shall be addressed to the Purchasing Office Representative shown in paragraph G.5 as soon as practical.

This provision shall in no event constitute grounds for excusable delay by the Contractor in performance of any provision of the contract.

G.2 PAYING OFFICE

The paying office for this contract is:

DoDAAD: HQ0337
DFAS COLUMBAS
P.O. Box 369022
Attn: Kansas
Columbus, OH 43236-9022

G.3 CONTRACT ADMINISTRATION

Contract Administration for this contract will be under the cognizance of:

S2606A
DCMA BOEING ST LOUIS
PO BOX 516
MC S3061375
ST LOUIS, MO 63166-0516

G.4 CONTRACTOR'S OFFICES

Contractor's office which will supervise and administer the contract shall be:

McDonnell Douglas Corporation/The Boeing Company
J.S. McDonnell Blvd
P.O. Box 516
St. Louis, Mo 63166-0516
Attn: Mary Chaddock

G.5 PURCHASING OFFICE REPRESENTATIVE

The Procuring Office Representative for this procurement is:

Ms. Valerie Mosqueira

FedEx or equivalent carrier address:

COMMANDING GENERAL
Ms. Valerie Mosqueira
MARCORSYSCOM (CTQ2VM)
2200 Lester Street
Quantico, VA 22134-6050

Unites States Postal Service address:

COMMANDING GENERAL
Ms. Valerie Mosqueira
MARCORSYSCOM (CTQ2VM)
2200 Lester Street
Quantico, VA 22134-6050

Phone Numbers: Voice (703) 432-4127
 FAX (703) 432-3547

E-mail Address: valerie.mosqueira@usmc.mil

G.6 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative for the procurement is

Williams Lt.Col. Michael B (ACE VMU-2 LNO)
MACG DET A
SCAN EAGLE DET C
UNIT 78069
FPO AE 09502-8069

Phone Numbers: (318)-341-1705
E-mail Address: WilliamsMB@acemnf-wiraq.usmc.mil

G.7 ACCOUNTING AND APPROPRIATION DATA

CLIN ACPN APP Sub Obj BU AAA TT PAA Cost Code Amount

(b) (4)

G.8 Submission Of Invoices (Cost Reimbursement, Time-and-Materials, Labor-Hour, Or Fixed Price Incentive)

The Contractor shall submit reimbursement vouchers for services rendered under this contract.
The Contractor will submit a list of refurbishment, repair and replacement of Contractor

Furnished Equipment (CFE) items planned for reimbursement to the COR for concurrence. All CFE items whether refurbished, repaired or replaced and any residual inventory shall remain property of the Contractor. Invoices shall be subject to audit by DCAA and payment shall be made in such amount that is determined to be due and owing in accordance with the FAR 52.216-7 "Allowable Cost and Payment". All amounts thereby claimed which are subject to regulation shall be fully substantiated by either (i) attachment of document evidencing actual payment and/or documents, as approved by the Contracting Officer, which shall permit unequivocal determination as to allowability, or (ii) statement as to where such documents can readily be examined. In any event, all substantiating evidence shall be maintained in active ready access at least until final payment under this contract.

DCAA has the authority and the responsibility for audit examination for payment of vouchers. If so, the authorization is subject to rescission at the discretion of DCAA.

The COR shall review the invoice for correctness of Labor categories used, services performed, support costs, etc. If the COR disagrees with any of the costs on the invoice, he shall immediately notify DCAA via letter so DCAA can include these areas in their final audit. If the Contractor's invoice indicated the Contractor has failed to make progress to an extent that the contract is not being accomplished, the COR shall immediately notify the Contracting Officer, in writing, with details of the problem. The COR shall maintain, in chronological order, a copy of all invoices by number. Following receipt of the final invoice under this contract, DCAA shall perform a complete audit of the contract.

G-9 WAWF Information

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Requests (March 2003)", the United States Marine Corps (USMC) utilizes WAWF-RA to electronically process vendor requests for payment. The contractor is required to utilize this system when processing invoices and receiving reports under this contract - unless the provision at DFARS 252.232-7003(c) applies. The contractor shall (i) register to use WAWF-RA at <<https://rmb.ogden.disa.mil>> and (ii) ensure an Electronic Business Point of Contact is designated in the Central Contractor Registration at <<http://www.ccr.gov>>, within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. The USMC WAWF-RA point of contact for this contract is Scott Fields and can be reached by phone at (703) 432-4443 or via email at scott.r.fields@usmc.mil. Additional e:mail notices for informational purposes should be sent to valerie.mosqueira@usmc.mil, jeanne.keller@usmc.mil, scott.r.fields@usmc.mil; WilliamsMB@acemnf-wiraq.usmc.mil and appropriate DCAA.

The contractor is directed to use the "2 -in-1" format when processing invoices and receiving reports. For all requirements, the contractor shall use the Marine Corps Systems Command DODAAC and extension PG11 (i.e., M67854PG11) as the DODAAC for all shipping addresses.

The Contractor shall submit invoices and any necessary supporting documentation as an attachment in WAWF.

Interim payment invoices shall be submitted no more than once every two weeks. There shall be a lapse of no more than 90 calendar days between performance and submission of an interim payment invoice.

G.10 Additional Invoicing Instructions (Cost-Reimbursement and Time-and-Material CLINS)

In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract Line Item Number (CLIN)
- (2) Subline Item Number (SLIN)
- (3) Accounting Classification Number (ACRN)
- (4) Payment Terms
- (5) Procuring Activity
- (6) Data supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g. ship, submarine, or other craft) or system for which supply/service is provided

A DD Form 250, "Material Inspection and Receiving Report"

is required with each invoice submittal.

is required only with the final invoice.

is not required.

A Certificate of Performance

shall be provided with final delivery order invoice.

is not required.

The contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the maximum extent possible. The Accounting Classification Reference Number (ACRN) is the double letter prefix to the long line accounting classification citation number contained in the accounting data sheet attached to the contract, or listed below. It is used as a method for tracking expenditures against individual contract line items. In instances where multiple long line accounting classification numbers are applicable to single line items, each will be prefixed by a separate ACRN and subline item. Each line item, subline item, task and subtask listed in the schedule or Statement of Work shall have an accounting classification reference number assigned at the time of award.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 DEFINITIONS

(a) "Continental United States (CONUS)" refers to the 48 contiguous states and the District of Columbia.

(b) "Domestic Duty" refers to contract technical services rendered within CONUS.

(c) "Foreign Duty" refers to contract technical services rendered outside the Continental United States (Non-CONUS) and not included in domestic duty as defined herein. Technical services rendered in Alaska and Hawaii shall be considered as services rendered in foreign duty.

(d) The various terms of "Contractor Employee" as used throughout this contract, such as: "Contractor Personnel", "Contractor Field Personnel", "Contractor Technical Representative", "Contractor Technical Services Personnel", etc. shall be deemed to refer to all the various types of engineers or engineering technicians referred to in the contract, and shall be defined as persons such as advisors, instructors, or field engineers, obtained through the Contractor to perform field engineering type services pertaining to the operation and maintenance engineering functions required to support the requirements of the SOW.

H.2 GOVERNMENT FURNISHED PROPERTY (GFP) AND MATERIAL (GFM)

Government property is as defined in Federal Acquisition Regulation (FAR) Part 45 and Defense Acquisition Regulation Supplement (DFARS) Part 245, and is property both real and personal, which is provided under this contract by the Government, or which is acquired by the Contractor at Government expense, to support the efforts outlined under this contract. MARCORSYSCOM will coordinate with the Supply Chain Management Center (SCMC), Marine Corps Logistics Command, Albany, GA (code 573) to provide the required GFP. The SCMC will forward an accountability agreement to the Contractor for signature to establish chain of custody and property responsibilities. Copies of the agreement shall be provided to MARCORSYSCOM, Code BMADS/RS.

Only the material listed in J-3, List of GFE/GFM, in the quantities shown, will be furnished by the Government. All other material required in the performance of this contract shall be furnished by the Contractor. Government Furnished Property/Material shall be delivered, all transportation charges paid, within thirty (30) days from the date of contract award to the Contractor's plant. Such material shall be subject to the Government Property clause of this contract.

H.3 TRAVEL COSTS

Contractor shall be reimbursed for travel costs in accordance with the Federal Acquisition Regulation as limited by the Joint Travel Regulations, Volume II.

H.4 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS

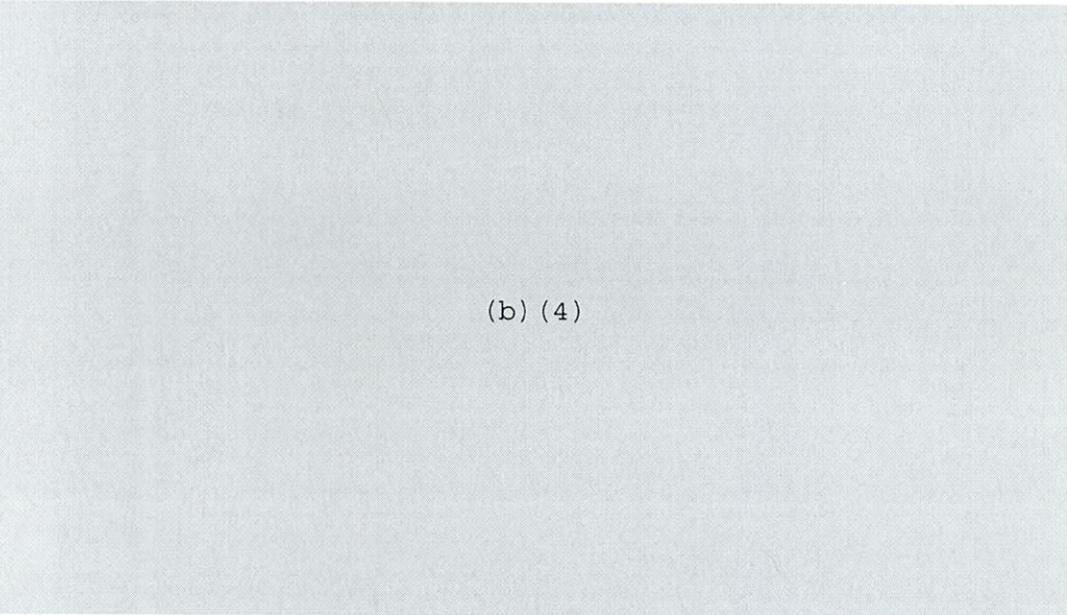
All representations and certifications and other written statements made by the contractor in response to Section K of the solicitation or at the request of the Contracting Officer, incident to the award of the contract or modification of this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

H.5 Unauthorized Changes

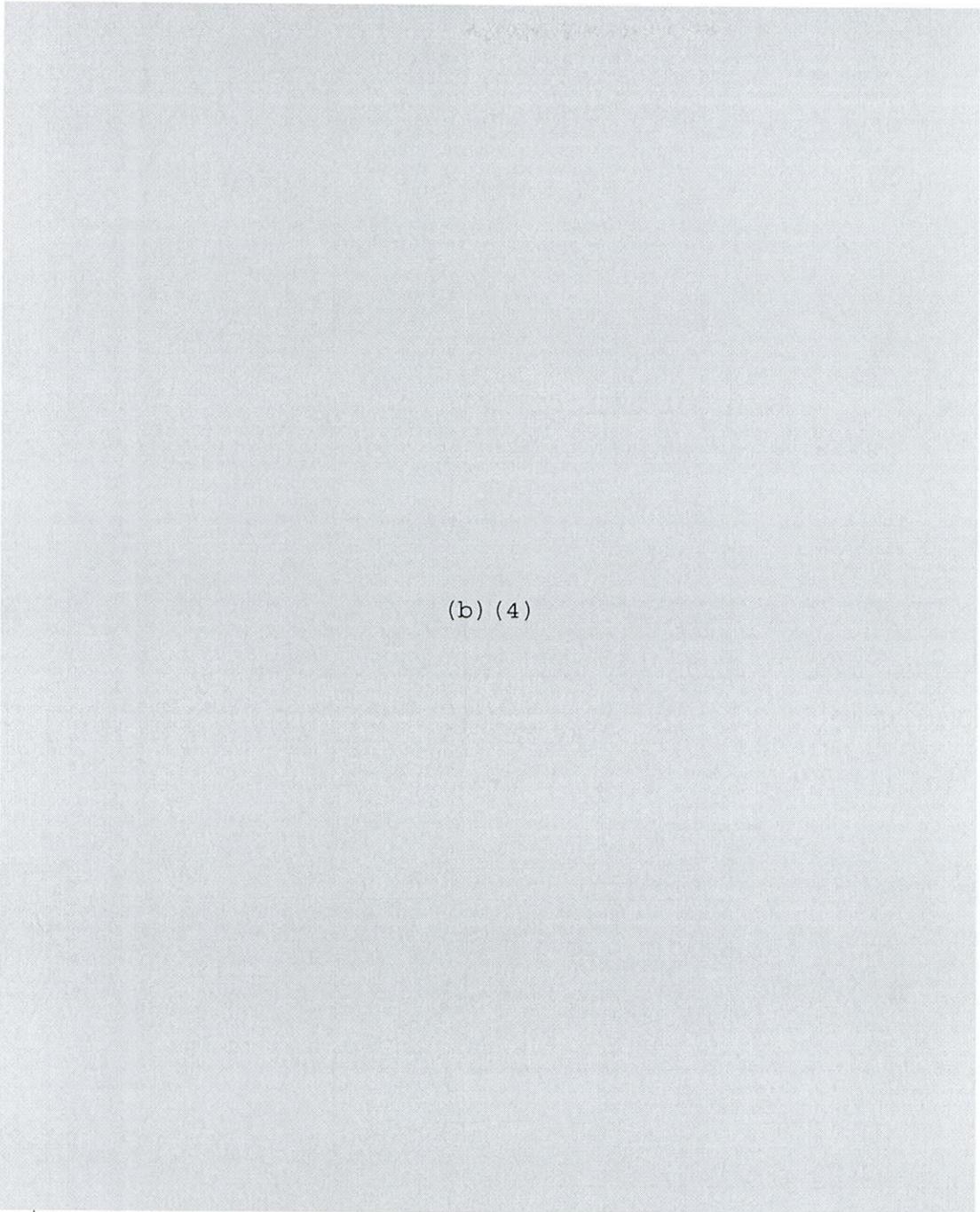
No order, statement, or conduct of Government personnel who might visit the contractor's facility or in any other manner communicate with contractor personnel during the performance of this contract shall constitute a change under the "CHANGES" clause of this contract.

No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.

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 the contract, the said authority remains solely with the Contracting Officer. In the event that 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 at the contractor's expense, and no adjustment shall be made in the contract price or other contract terms and conditions as consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the contractor may be held financially responsible for its correction.



(b) (4)



(b) (4)

(b) (4)

(b) (4)

H-10 CRISIS MANAGEMENT

Notwithstanding any other provision of this contract, the Contractor is not required to arm its personnel, but may withdraw them if:

H-5

- combatant commander gives an order to arm; or
- a decision to evacuate essential personnel has been made by the Boeing in-country crisis management coordinator in coordination with the management of the program performing the contract, the Government customer, and the Crisis Management Working Group. The Contractor will provide immediate notice of any such decision to the Government. In such event, the Contractor will, if unable to provide the support required from the point of relocation, accept a termination for the convenience of the Government for the tasks affected by the withdrawal.”

SECTION I – CONTRACT CLAUSES**I.1 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):

<http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/>

Federal Acquisition Regulation (48 CFR Chapter 1) (Clauses/Provisions); clauses preceded by a '52' refer to Defense Federal Acquisition Regulation (DFAR) Supplemental clauses:

- 52.202-1 Definitions (Jul 2004)
- 52.203-3 Gratuities (Apr 1984)
- 52.203-5 Covenant Against Contingent Fees (Apr 1984)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (Jul 1995)
- 52.203-7 Anti-Kickback Procedures (Jul 1995)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (Jan 1997)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Jun 2003)
- 52.204-2 Security Requirements (Aug 1996)
- 52.204-4 Printed/Copied Double-Sided on Recycled Paper (Aug 2000)
- 52.204-7 Central Contractor Registration (Oct 2003)
- 52.209-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2005)
- 52.211-15 Defense Priority and Allocation Requirements (Sep 1990)
- 52.215-2 Audit and Records--Negotiation (Jun 1999)
- 52.215-8 Order of Precedence--Uniform Contract Format (Oct 1997)
- 52.215-11 Price Reduction for Defective Cost or Pricing Data--Modifications (Oct 1997)
- 52.215-13 Subcontractor Cost or Pricing Data--Modifications (Oct 1997)
- 52.215-15 Pension Adjustments and Asset Reversions (Oct 2004)
- 52.215-18 Reversion or Adjustment of Plans for Post-Retirement Benefits (PRB) Other Than Pensions (Oct 1997)
- 52.216-7 Allowable Cost and Payment (Dec 2002)
- 52.219-8 Utilization of Small Business Concerns (May 2004)
- 52.222-1 Notice to the Government of Labor Disputes (Feb 1997)
- 52.222-2 Payment of Overtime Premiums (Jul 1990) (zero)
- 52.222-3 Convict Labor (Jun 2003)
- 52.222-20 Walsh-Healey Public Contracts Act (Dec 1996)
- 52.222-21 Prohibition of Segregated Facilities (Feb 1999)
- 52.222-26 Equal Opportunity (Apr 2002)
- 52.222-29 Notification of Visa Denial (Jun 2003)
- 52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)
- 52.222-36 Affirmative Action for Workers with Disabilities (Jun 1998)

- 52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001)
- 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)
- 52.223-5 Pollution Prevention and Right-to-Know Information (Aug 2003)
- 52.223-6 Drug-Free Workplace (May 2001)
- 52.223-12 Refrigeration Equipment and Air Conditioners (May 1995)
- 52.223-14 Toxic Chemical Release Reporting (Aug 2003)
- 52.225-13 Restrictions on Certain Foreign Purchases (Mar 2005)
- 52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises (Jun 2000)
- 52.227-10 Filing of Patent Applications--Classified Subject Matter (Apr 1984)
- 52.228-3 Workers's Compensation Insurance (Defense Base Act) (Apr 1984)
- 52.228-4 Worker's Compensation and War Hazard Insurance Overseas (Apr 1984)
- 52.228-7 Insurance--Liability to Third Persons (Mar 1996)
- 52.229-3 Federal, State, and Local Taxes (Apr 2003)
- 52.229-8 Taxes--Foreign Cost-Reimbursement Contract (Mar 1990)
- 52.230-2 Cost Accounting Standards (Apr 1998)
- 52.230-6 Administration Of Cost Accounting Standards (Apr 2005)
- 52.232-7 Payments under Time-and-Materials and Labor Hour Contracts (Dec 2002) (para (a)(2) withhold is 0)
- 52.232-8 Discounts for Prompt Payment (Feb 2002)
- 52.232-9 Limitation on Withholding Of Payments (Apr 1984)
- 52.232-17 Interest (Jun 1996)
- 52.232-20 Limitation of Cost (Apr 1984)
- 52.232-23 Assignment of Claims (Jan 1986)
- 52.232-23 Alt I Assignment of Claims (Apr 1984)
- 52.232-25 Prompt Payment (Oct 2003)
- 52.232-25 Alt I Prompt Payment (Feb 2002)
- 52.232-33 Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003)
- 52.233-1 Disputes (Jul 2002)
- 52.233-1 Alt I Disputes (Dec 1991)
- 52.233-3 Protest After Award (Aug 1996)
- 52.233-3 Alt I Protest After Award (Jun 1985)
- 52.237-3 Continuity of Services (Jan 1991) (para (b) change 90 days to 60 days)
- 52.239-1 Privacy or Security Safeguards (Aug 1996)
- 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)
- 52.242-10 F.O.B. Origin--Government Bills of Lading or Prepaid Postage (Apr 1984)
- 52.242-13 Bankruptcy (Jul 1995)
- 52.243-3 Changes--Time-and-Materials or Labor-Hours (Sep 2000)
- 52.243-7 Notification of Changes (Apr 1984)
- 52.244-2 Subcontracts (Aug 1998)
- 52.244-2 Alt I Subcontracts (Mar 2005)
- 52.244-6 Subcontracts for Commercial Items (Dec 2004)

- 52.245-5 Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts) (May 2004)
- 52.246-6 Inspection—Time-and-Materials or Labor-Hours (May 2001)
- 52.246-25 Limitation Of Liability--Services (Feb 1997)
- 52.247-1 Commercial Bill of Lading Notations (Apr 1984)
- 52.247-63 Preference for U.S. Flag Air Carriers (Jun 2003)
- 52.249-6 Termination (Cost Reimbursement) (May 2004)
- 52.249-6 Alt IV Termination (Cost Reimbursement) (Sep 1996)
- 52.249-14 Excusable Delays (Apr 1984)
- 52.251-1 Government Supply Sources (Apr 1984)
- 52.253-1 Computer Generated Forms (Jan 1991)

- 252.201-7000 Contracting Officer's Representative (Dec 1991)
- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract Related Felonies (Dec 2004)
- 252.203-7002 Display of DoD Hotline Poster (Dec 1991)
- 252.204-7000 Disclosure of Information (Dec 1991)
- 252.204-7002 Payment for Subline Items Not Separately Priced (Dec 1991)
- 252.204-7003 Control of Government Personnel Work Product (Apr 1992)
- 252.204-7004 Required Central Contractor Registration (Nov 2001) and Alt I (Nov 2003)
- 252.204-7005 Oral Attestation of Security Responsibilities (Nov 2001)
- 252.205-7000 Provision of Information to Cooperative Agreement Holders (Dec 1991)
- 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (Sep 2004)
- 252.209-7002 Disclosure of Ownership or Control By A Foreign Government (Jun 2005)
- 252.215-7000 Pricing Adjustment (Dec 1991)
- 252.219-7004 Small, Small Disadvantaged And Women-Owned Small Business Subcontracting Plan (Test Program) (Jun 1997)
- 252.223-7001 Hazard Warning Labels (Dec 1991)
- 252.223-7004 Drug-Free Work Force (Sep 1988)
- 252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 1993)
- 252.225-7001 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 Intended Performance Outside the United States and Canada – Submission after Award (Jun 2005)
- 252.225-7005 Identification of Expenditures in the United States (Jun 2005)
- 252.225-7012 Preference for Certain Domestic Commodities (Jun 2004)
- 252.225-7014 Preference for Domestic Specialty Metals (Jun 2005)
- 252.225-7016 Restriction on Acquisition of Ball or Roller Bearings (Jun 2005) and Alt I (Apr 2003)
- 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (Apr 2003)
- 252.225-7041 Correspondence in English (Jun 1997)
- 252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside The United States (Jun 2005)
- 252.228-7000 Reimbursement for War-Hazard Losses (Dec 1991)
- 252.228-7003 Capture and Detention (Dec 1991)

252.231-7000 Supplemental Cost Principles (Dec 1991)
252.232-7003 Electronic Transmission of Payment Requests (Jan 2004)
252.242-7000 Postaward Conference (Dec 1991)
252.242-7003 Application for U.S. Government Shipping Documentation/ Instructions (Dec 1991)
252.242-7004 Material Management And Accounting System (Dec 2000)
252.243-7002 Requests for Equitable Adjustments (Mar 1998)
252.244-7000 Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (Mar 2000)
252.245-7001 Reports of Government Property (May 1994)
252.246-7000 Material Inspection and Receiving Report (Mar 2003)
252.247-7024 Notification of Transportation of Supplies by Sea (Mar 2000)
252.251-7000 Ordering from Government Supply Sources (Oct 2002)

I.2 CLAUSES INCORPORATED IN FULL TEXT

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

- (a) The Contractor shall make the following notification in writing:
- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall—
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

FAR 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.

The use in this solicitation or contract of any Defense FAR Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

DFARS 252.211-7005 Substitutions for Military or Federal Specifications and Standards (Feb 2003)

- (a) *Definition.* "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dema.mil/onebook/7.0/7.2./7.2.6/reports/modified.xls>.
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall
- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:
(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification
or Standard:

Affected Contract Line Item
Number, Subline Item Number,
Component, or Element:

- (e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror.
 - (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
 - (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

DFARS 252.247-7023 Transportation of Supplies by Sea (May 2002)

- (a) *Definitions.* As used in this clause—
 - (1) “Components” means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
 - (2) “Department of Defense” (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
 - (3) “Foreign flag vessel” means any vessel that is not a U.S.-flag vessel.
 - (4) “Ocean transportation” means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.
 - (5) “Subcontractor” means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

- (6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.
- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.
- (7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.
- (b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.
- (2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if—
- (i) This contract is a construction contract; or
- (ii) The supplies being transported are—
- (A) Noncommercial items; or
- (B) Commercial items that—
- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that—
- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum—
- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted.

Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief—

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

| | ITEM DESCRIPTION | CONTRACT LINE ITEMS | QUANTITY |
|-------|------------------|---------------------|----------|
| | | | |
| TOTAL | | | |

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

- J.1 Statement of Work
- J.2 Exhibits/CDRLS
- J.3 List of GFE/GFM
- J.4 Department of Defense Contract Security Classification Specification (DD Form 254)

SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Current through FAC 2005-01 and DCN 20050222

K.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/> or <http://farsite.hill.af.mil/>

Federal Acquisition Regulation (48 CFR Chapter 1) (Clauses/Provisions); clauses preceded by a '252' refer to Defense Federal Acquisition Regulation Supplemental (DFARS) clauses:

- 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country (Sep 2004)
- 252.209-7002 Disclosure of Ownership or Control by a Foreign Government (Jun 2005)
- 252.225-7003 Report of Intended Performance Outside the United States (Jun 2005)
- 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (Jun 1995)
- 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (Jun 1995)

K.2 PROVISIONS INCORPORATED IN FULL TEXT

52.204-8 Annual Representations and Certifications (Jan 2005)

(a)(1) If the clause at 52.204-7, Central Contractor Registration is included in this solicitation, paragraph (b) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (b) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (b) applies.

(ii) Paragraph (b) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(b) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically

have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause | Title | Date | Change |
|------------|-------|------|--------|
| | | | |
| | | | |

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

52.219-1 Small Business Program Representations (May 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 334511.

(2) The small business size standard is 750 employees.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

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

(c) *Definitions*. As used in this provision—

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

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

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

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

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

“Veteran-owned small business concern” means a small business concern—

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

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

“Women-owned small business concern” means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice.
 - (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
 - (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

52.223-13 Certification of Toxic Chemical Release Reporting (Aug 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that—

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

- (C) Major group codes 20 through 39.
 (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, *et seq.*), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(v) The facility is not located in the United States or its outlying areas..

52.230-1 Cost Accounting Standards Notices and Certification (Jun 2000)

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the Offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. The Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below.

(1) Certificate of Concurrent Submission of Disclosure Statement.

The Offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO), or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and

(ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO
or Federal Official Where Filed: _____

The Offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.*

The Offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO
or Federal Official Where Filed: _____

The Offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

(3) *Certificate of Monetary Exemption.*

The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption. The Offeror hereby certifies that*

(i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS-ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the Offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the Offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost

accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts.

CAUTION: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The Offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

Yes No

52.233-2 Service of Protest (Aug 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from _____. [*Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.*]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

252.225-7000 Buy American Act-- Balance of Payments Program Certificate (Jun 2005)

(a) *Definitions.* "Domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* The Government—

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

| <u>Line Item Number</u> | <u>Country of Origin</u> |
|-------------------------|--------------------------|
|-------------------------|--------------------------|

(3) The following end products are other foreign end products:

Line Item Number

Country of Origin (If known)

252.247-7022 Representation of Extent of Transportation by Sea (Aug 1992)

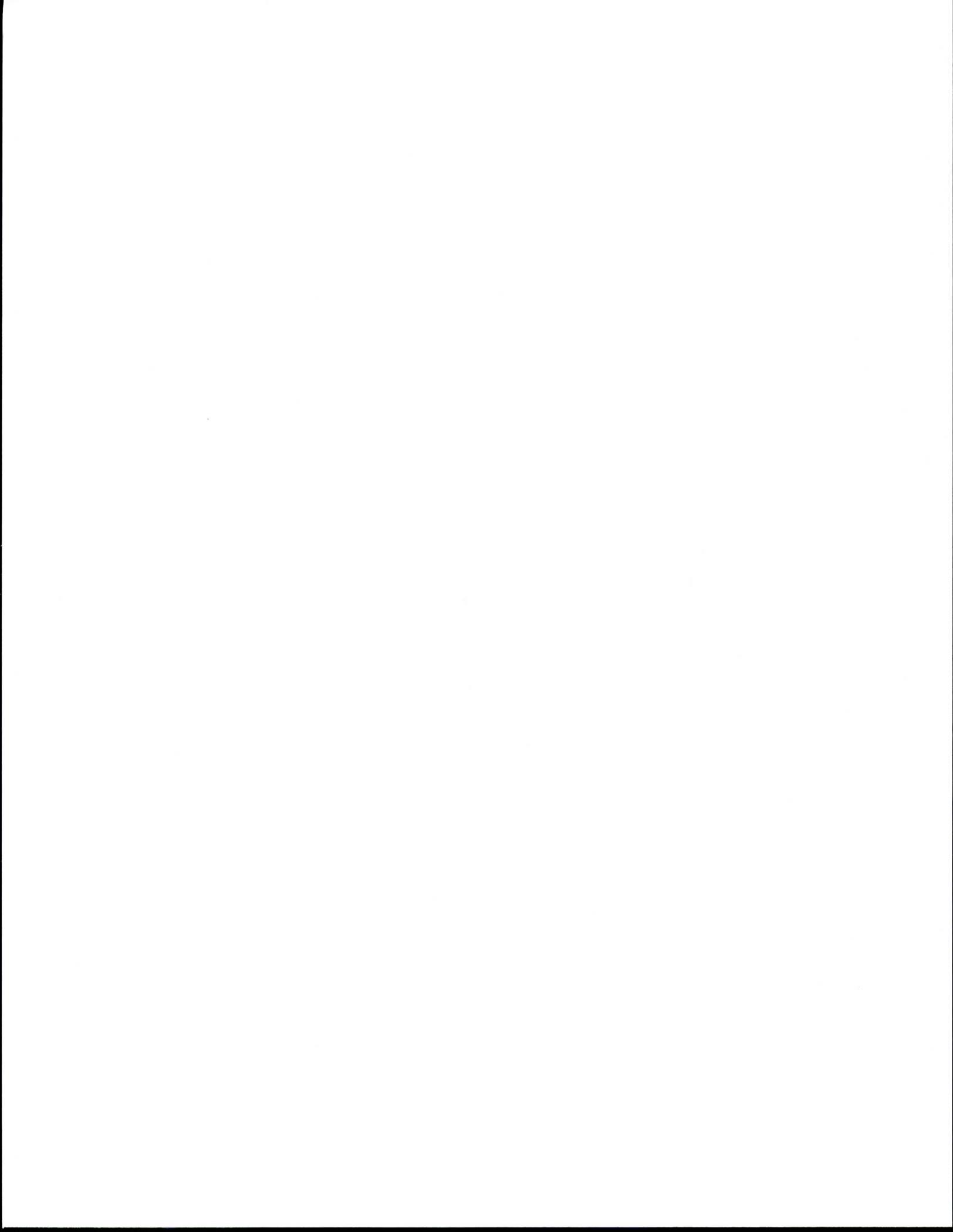
(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it—

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.



Statement of Work for Intelligence, Surveillance, and Reconnaissance, (ISR) Services for II MEF

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

1. The contractor (hereby known as the ISR squadron) shall provide qualified personnel necessary to perform the services for the ISR squadron missions described herein. The Concept of Deployment at contract award shall be two squadrons. The Contractor shall phase into a hub and spoke(s) Concept of Deployment as contractor personnel are trained and a logistics support plan is in place. The phase-in shall commence no later than 31 Oct 2005. Any equipment required to perform these services other than that listed as Government Furnished Property/Equipment/Material (GFP/GFE/GFM) shall be furnished by the contractor.
 - a. **ISR Squadron Operations:** Operate, maintain, and manage the number of operational ISR squadrons specified in above paragraph each of which shall provide the capability to launch, control, and recover the type electro-optical and infrared imagery (EO and IR) necessary to provide simultaneous EO and IR surveillance service. The service shall be available for flight operations 24 hours a day and capable of supporting an estimated average flying day and achieve the ISR services specified in paragraph 1.h. The military liaison officer will schedule flight operations a day in advance. Response time from receipt of request to launch shall be no longer than 45 minutes, when the affected ISR squadron is previously set-up and in active standby status. Baseline flight hours per month are identified/defined in paragraph 1.h. Flight hour is defined as the time from launch to time of recovery.
 - b. **Surge Operations:** Although flight operations will be conducted in accordance with the schedule and consistent with the daily flight hours specified in the paragraph 1.h, the contractor shall be able to respond to urgent requests for surge services beyond the flying day and ISR average upon request. A corresponding recovery period shall be negotiated locally which is reasonable to ensure deferred maintenance actions are completed to include all maintenance and log book documentation and status reporting, personnel rest, and overall safety of operations. Surge operations are defined as greater than 120% of baseline flight hours.
 - c. **Operation Risk Management:** The contractor shall develop with the designated project officer ISR Operation Risk Management (ORM) which shall delineate under what circumstances the flight operations will be deemed hazardous. The ORM shall be used by the Contractor and the Government to determine if the flight operation is hazardous.
 - d. **Data:**
 - i. **Monthly Technical Report (CDRL A001):** The Contractor shall provide a monthly technical report in mutually agreed upon format. See CDRL A001 for specific data.
 - ii. The contractor shall post a daily situation report on the existing (DoD approved) contractor Portal and made accessible to the Government.
 - iii. The contractor shall be available for conference calls on an as needed basis.

- e. Launch & Recovery Capability: Each ISR squadron shall provide the services necessary to meet the requirements as set forth in this paragraph and paragraph 1.h. Additionally, each ISR squadron shall include the ability to launch and recover in an area no larger than 100 meters x 100 meters. Both launch and recovery should be unaffected by wind direction if the ground support equipment can be realigned with wind direction, and sufficient flight approaches to the equipment exist. Launch and recovery operations shall be conducted so as not to impair manned flight operations.
 - f. Ground Support Equipment: Government Furnished Property (GFP) is listed in attachment 3. Any additional required equipment is the responsibility of the contractor.
 - g. Remote Video Displays: ISR Squadron (Hub) shall have the ability to provide video services from the ISR platform directly to 10 forward deployed sites employed at the Commander's discretion in order to provide actionable intelligence for exploitation. The remote video display capability shall operate on a 24-volt portable video downlink system. Each remote video display capability shall receive video downlink and data link, and combine the information for use by forward units. The remote video display capability shall provide receipt of this imagery within the range of at least 5km LOS from the UAV.
 - h. Squadron Flight Operations: Each squadron shall be able to generate on average 300 hours at hub, and 300 hours at each spoke flight hours per month per squadron site, which is an average of 10 flight hours per day at home base (hub) and 10 flight hours per day for each remote GCS site (including transit). Staffing shall be such that a 24x7 work schedule (24 hours per day for 7 days a week) is the operational standard at the hub to support the remote control stations being supported through the Hub & Spoke system.
 - i. Deployability: ISR Squadron (Hub) – The squadron shall be capable of being redeployed in a new site where the tear down of site shall be capable of being accomplished in 1 day and the setting up of the new site shall be capable of being accomplished in 3 days.
2. ISR Platform shall consist of the following:
- a. Basic Capabilities: The contractor shall provide the ability for the full motion video camera (EO and IR) to be focused on a particular coordinate, object, or target for extended periods of time requiring low operator workload as the camera automatically compensates for motion, turbulence, and vibration. The contractor shall be capable of tracking a stationary or moving target of interest with low operator workload. "Low operator workload" is defined as operator can accomplish sensor management without degradation of flight operations.
 - b. Communication Range. All missions shall be capable of autonomous flight from launch to recovery, dynamic in-flight re-tasking with an effective operational radius of at least 100km with appropriate antenna siting and at altitudes sufficient for Line of Sight (LOS) communications. The contractor shall provide for the capability of transmission of imagery to the ground control station with an effective operational radius of at least 100km with appropriate antenna siting and at altitudes sufficient for line of sight communications. The contractor shall be responsible for autonomous pre-programmed flight modes for each air vehicle to allow extended range or long duration flights without the need for air vehicle operator intervention.

- c. Maintenance & Modularity: The contractor shall provide maintenance, repair, and component swap-out and assembly and pre-flight operational testing.
 - d. Detectability: The contractor shall include a capability of providing useful, high quality imagery from an altitude that limits visual/audio vehicle detection.
 - e. Imagery Sensors: The contractor shall provide an EO high-resolution color video with zoom capable of providing actionable intelligence to distinguish between a non-combatant or an armed threat. The contractor shall provide an IR sensor with a field of view capable of providing actionable intelligence.
 - f. Data-Link Frequency: The contractor shall work with the USMC frequency management team to assure that the data link selected is approved for in-theatre operations.
3. Ground Control Stations (GCS) shall consist of the following:
- a. Ground Control Station: The contractor shall provide the capability of controlling the number and type of vehicles necessary to satisfy the requirements described in paragraph 1. The contractor shall be capable of re-tasking vehicles and controlling vehicle sensors as necessary to effectively respond to imagery requests as well as persistent surveillance requirements. The contractor shall provide a communications interface required for the transfer of imagery data from the ground control station to the network injection point or directly to the Combat Operations Center.
 - b. Imagery: Each operational squadron shall provide the capability to receive, process, exploit, and store imagery. Exploitation of the imagery includes capability to create mosaics and geo-locate targets. The video record from each mission shall be stored for not more than one week unless specifically requested by the government on a mission-by-mission basis.
 - c. Distribution of Imagery & Data: Contractor shall provide imagery and data to the USMC UOC. The UOC will be within 50 feet of the GCS. The data and imagery shall include a multi cast feed of imagery in MPEG-2 or MPEG-4 format. Each station shall be compatible with USMC SIPRNET systems, in order to provide a self contained SIPRNET multicast capability.
 - d. Environmental Control & Power: Each GCS shall be contained within a shelter that is capable of maintaining the appropriate temperature for its computer equipment and shall have its own auxiliary power systems that allow for emergency operation of the ISR platform in the event of an interruption of electrical power at the maximum range of operation. The government and contractor shall work together to mutually agree on configuration for the shelters and to ensure that deployability standards described in paragraph 1.i are achieved.
4. Remote Ground Control Stations
- a. Configuration: Each remote ground control station shall have all of the capability described in Section 3 but shall be transportable in hardened transport cases, shall be capable of being transported in the back of HMMWV or similar vehicle.
 - b. Each remote GCS will be capable of breakdown in 2 hours and setup in 2 hours by contractor personnel.

- c. Antenna Hardware: Each long-range antenna shall come with sufficient cabling so that the antenna can be located up to 300 meters away from the Remote GCS.
 - d. Environmental Control & Power: Each ISR service Remote GCS is expected to be situated within a USMC command center and the government shall be responsible for providing power and environmental control to the contractor's specification.
 - e. Remote GCS Operations: The contractor shall provide the capability of controlling the number and type of vehicles necessary to satisfy the requirements described in paragraph 1. Each remote GCS site shall be staffed with sufficient personnel to operate the remote GCS for the required flight hours with an expected standard operations schedule of 12 hours per day.
 - f. Deployability: Remote GCS (Spoke) - The squadron shall be capable of being redeployed in a new site where the tear down of site shall be capable of being accomplished in 1 day and the setting up of the new site shall be capable of being accomplished in 1 day.
5. Administration.
- a. Contractor shall staff each ISR squadron with a team sufficient to provide operations and maintenance of the ISR squadron. Equipment maintenance functions shall include services and repair; launcher operations and maintenance; recovery system operations and maintenance; and communications and computer operations and maintenance. ISR service operator functions shall include mission coordination, planning and control; managing airborne operations; and controlling / managing EO and IR sensor operations. The majority of all personnel shall be cross-trained to operate and maintain the launcher and recovery systems, plan and conduct ISR missions, preflight and load the ISR service vehicle and conduct airborne ISR operations. Contractor personnel shall have their own contractor provide voice communications system capable of coordinating support with CONUS-based facilities.
 - b. The Contractor's employees shall observe and comply with all base rules and regulations applicable to contract personnel, including those applicable to the safe operation of vehicles, and shall not be present in locations not required for proper performance of the contract.
 - c. Project Manager: The contractor shall provide a Project Manager who shall be responsible for the management and performance of this contract. The Project Manager shall have the authority to act on behalf of the Contractor in all matters relating to the performance of this contract. The Project Manager shall be responsible for developing and delivering required field reports(CDRL A001). The Project Manager shall also be responsible for the implementation of an acceptable reporting and quality assurance-tracking program.
 - d. Site Lead/QA: The contractor shall provide a Site Manager who shall be responsible for the in theater support and management of this contract. Responsibilities include but are not limited to the following: Maintaining liaison with the Military liaison officer, along with the contractor home offices; the manning of the site(s); contractor training; technical data of ISR services; monitoring and conducting the Quality Assurance effort to ensure quality of maintenance performed; Supply support; maintenance planning.

- e. Contractor personnel entering a military installation may be subject to security checks. Contractor personnel shall abide by any direction given by military Police or other security personnel acting in accordance with their duties.
 - f. Contractors may not re-locate within the theater of operations or leave the theater of operations without coordinating approval with the Military liaison officer.
 - g. The Government may, at any time, bar any employee who violates Federal regulations pertaining to security, safety, health, or law while aboard a military installation. The removal of an employee from a military installation shall not relieve the Contractor of the requirement to continue performance of this contract.
 - h. The Contractor shall not employ any individual for the performance of this contract that may violate DoD Joint Ethics Regulations, DoD Directive 5500.7, or create a conflict of interest or the appearance of a conflict.
 - i. Contractor personnel, upon approval from combatant commander, may wear military clothing.
 - j. Contractor personnel must be able to speak, read, write, and understand the English language.
 - k. The Contractor shall provide supervision for all its employees.
 - l. The Contractor shall be responsible for the safety and accountability of all its employees.
 - m. The Contractor shall adhere to all applicable safety and environmental regulations.
 - n. Contractor shall employ professional and technically qualified personnel to perform the tasks outlined herein. The Contractor must have the qualified personnel, organization, and administrative control necessary to provide services. If at any time during the performance of this contract, the Government determines that the Contractor is using personnel not meeting the qualifications as set forth by this contract, the Contractor shall have the burden of proof to ascertain that its personnel possess the required qualifications.
 - o. Contractor personnel operating in theatre must possess a Secret security clearance, unless waived by the US Government designated OPR.
 - p. Contractor shall ensure personnel use Government provided messing facility or provide meals to personnel at their own expense.
6. Operations
- a. Contractor personnel shall be fully responsible for system set-up, checkout and tests at the operational sites. Contractor personnel shall operate and maintain the system to ensure maximum availability during the operational period. Contractor personnel shall take operational direction from the military commander/unit to which they are assigned and will be available 24/7 for the duration of the support contract. The contractor shall not rely on government personnel to assist.
 - b. The contractor is responsible for initial user training and maintenance of the remote video terminals. Maintenance to be performed at the ISR squadron site.

- c. The ISR service operator shall coordinate with the assigned military liaison officer and comply with airspace limits of which the ISR service vehicle must operate. Prior to each flight, the operator shall also designate lost communications procedures, lost Global Positioning System (navigation) procedures and any and all other parameters deemed necessary for the safety of personnel, the safe operation of the vehicle, and those aircraft that may operate in close proximity to the vehicle. These parameters shall be stored in non-volatile memory. The lost communications procedures shall include a lost communications flight plan that could result in an autonomous landing at a designated safe location in the event communication is not re-established.
 - d. The Contractor is responsible for getting video stream from the aircraft to the ground control station.
 - e. The Contractor shall deliver equipment to the designated CONUS location for shipment to overseas location. The Contractor shall retain title to all contractor furnished equipment.
 - f. Contractor shall provide on the job familiarization training to Government personnel as necessary and as operational environment allows.
 - g. The contractor will return HMMWVs and trailers as is to the Government within 45 days upon completion of this contract or allow said vehicles to be salvaged in place for the convenience of the Government. HMMWVs and trailers are not required to be returned to their original condition. The contractor will be responsible for conducting all preventative maintenance on HMMWV's, and will ensure that appropriate forward deployed personnel are trained and licensed to operate HMMWV's.
 - h. The contractor shall return GFE equipment within 45 days of expiration of contract assuming assets are returned from theater of operations in a timely manner. The equipment will be returned to the same location as originally issued unless authorized by the U.S. Government after removal of installed contractor owned equipment (hardware and software). All GFE equipment except HMMWVs and trailers shall be returned in reasonable serviceable condition based on the environment and the length of use in the theater of operations.
 - i. Contractor shall use and provide Government access to their existing (DoD approved) contractor Portal for retrieving service data to include but not limited to telemetry and maintenance data.
 - j. The Contractor shall be ISO 9000 certified. The Contractor shall provide a Quality Control Plan (CDRL A002) covering the services required by this contract.
 - k. The Contractor shall provide the capability for intelligence analysis of the imagery to include the capability to create mosaics and geo-locate targets at the ISR squadron.
7. Government Responsibilities:
- a. The Government shall make available the UUNS Supply logistics chain and system to the contractor to provide expedited supply. I MEF/II-MEF G-9 office, as appropriate, will coordinate with TMO Camp Pendleton on shipment of equipment in support of Urgent UNS # 04076UA.

- b. The Government will transport contractor's personnel and equipment from designated CONUS location to overseas location. Upon completion of the Contractor services the Government will provide transport for contractor personnel and contractor furnished equipment from overseas location to designated CONUS location. Movement of rotational replacement personnel can be made by commercial transportation through Kuwait when Government transportation is not readily available.
- c. The Government will provide all applicable instructions, regulations, and excerpts as guidance when requested.
- d. The Government will assist the contractor with acquiring personnel passes, identification cards, and vehicle permits needed in the performance of this contract.
- e. The Government will provide contractor with deployment in processing briefings to ensure contractors understanding and integration into the operational environment.
- f. The Government will provide transportation within the operating area to assist in the initial setup and relocation of the ISR squadrons as required.
- g. The Government will provide access to the same postal services, laundry, religious, recreational facilities, and lodging utilized by Government personnel. Lodging facilities will consist of same or similar standards provided to other military personnel. The Government will provide access to non-routine medical, vision, and dental care.
- h. The Government will provide force protection and security services during contractor's performance of this contract, including to and from the contractor's initial and subsequent, if any, operating locations and to the final point of overseas departure. The Government will not be held liable for capture, injury, or loss of life to any employee.
- i. Government will provide contractor with Government furnished equipment (GFE) and vehicles as listed in Attachment 3 of this contract.
- j. The Government will provide distribution of video from initial UOC or COC.
- k. The Government will provide access to the Internet for contractor operational support as available to include e-mail connectivity and access to the contractor secure portal. Telemetry files for aircraft involved in any type of operational incident shall be transmitted back to the contractor CONUS facility by the most expedient possible means for earliest possible diagnosis of flight data to preclude possible additional operational losses.
- l. Government will provide an officer (Military Liaison Officer) who can affect airspace coordination and Marine Air Command and Control System (MACCS) integration. During mission execution the military liaison officer will be responsible for safety of flight issues and will have the authority to direct flight operations if the situation warrants.
- m. The Government will provide teleconference capability to CONUS to meet requirements of the Contract. This will be provided based on the availability and capability of the Government system.
- n. The Government will provide assistant drivers for HMMWVs, if required for convoy operations.

- o. The Government will provide maintenance and minor repair parts and service on GFE as appropriate.
- p. The Government will provide tactical radios and wire line handsets as required to integrate ISR squadron into co-located command post architecture.
- q. The Government will provide transportation while in theater.
- r. Government will provide pre-deployment training. The training will be held at Camp Pendleton, California or Camp Lejeune, North Carolina as appropriate and will last one (1) day. The date and time of the training will be coordinated between Government representative and contractor.
- s. Government will provide appropriate logistics equipment for moving each squadron or remote GCS described in paragraph 4.f from one assigned location in theatre to another assigned location.
 - i. The Government will provide minimum shore power for sustained squadron operations as follows:
 - (a) ISR Squadron Shelter System with 18 to 20 KW, 208 V, 3-Phase, 60 Hz
 - (b) Operations & Maintenance Shelter (ISO-Container) with 20 to 22KW, 208 V, 3-Phase, 60Hz
 - (c) Remote ground control stations with 6KW, 120 V, single-phase, 60Hz
- t. The Government will provide FedEx type mailing, 2-3 day delivery, of data, telemetry and maintenance data in the event NIPR access is restricted.
- u. The Government will ensure that unclassified telemetry files located on classified systems are screened for inadvertent release of classified information and downloaded to appropriate medium for shipping on a weekly basis. Files will be screened and downloaded within 24 hours for any mishaps.
- v. The Government will maintain a monthly flight record that will include actual and credited flight hours.