AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
S	1	63

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00005	30-Mar-2011	MIPR6AITCSC001	

6. ISSUED BY CODE W91QUZ

ARMY CONTRACTING AGENCY-ITEC4
2461 EISENHOWER AVE
ALEXANDRIA VA 22331-1700

7. ADMINISTERED BY (If other than item 6) CODE W91QUZ

ARMY CONTRACTING AGENCY-ITEC4
2461 EISENHOWER AVE
ALEXANDRIA VA 22331-1700

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

SCIENCE APPLICATIONS INTERNATIONAL CORPO
EUGENE ROYAL JR.
1710 SAIC DR
MC LEAN VA 22102-3703

CODE 5UTP8 FACILITY CODE 5UTP8

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. W91QUZ-06-D-0016
X	10B. DATED (SEE ITEM 13) 14-Apr-2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: mbeatt101948

See continuation page.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STACY R. WATSON / CONTRACTING OFFICER TEL: 703-325-3315 EMAIL: Stacy.r.Watson@us.army.mil	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY Stacy R. Watson (Signature of Contracting Officer)	16C. DATE SIGNED 08-Apr-2011

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 30 - BLOCK 14 CONTINUATION PAGE

The following have been modified:
CONTINUATION PAGE
sThe following have been modified:
SF 30 CONTINUATION PAGE

1. The purpose of this modification is to:

(a) Update ITEC4 to NCRCC

(b) Revise Section A-1 as follows:

Contract Specialist:	Marjorie Beatty
Email address:	marjorie.beatty@us.army.mil
Telephone Number:	703-325-3329
Contracting Officer's Representative:	Deidre Harris
E-mail address:	Deidre.Harris@us.army.mil
Telephone Number:	732-427-6785

(c) Update Constraints in Section C (SOO)

(d) Update Section H-13

(e) Update DUNS and CAGE Codes as follows:

DUNS Code from 148095086 to 833063055
CAGE Code from 0T5L1 to 5UTP8

(f) Change Contract Management Deliverables in Section J, Attachment 3.

(g) Update email address for vendor reports to the following:

peoeis.pdchess.vndrrpts@us.army.mil

(h) Update Section H.13 as follows:

From: H.13 Army Small Computer Program (ASCP) Source Contracts

In situations where the purchase of new commercial off the shelf (COTS) hardware and related software (not provided under a Department of Defense, Enterprise Software Initiative (DoD ESI) agreement; (See Section H.16 DoD Enterprise Software Initiative (ESI)) is needed to satisfy the requirements of a particular TO, the ASCP hardware contracts are the preferred source of supply. In the event that the hardware and related software required is not available from an ASCP contract, the contractor shall be authorized to obtain the hardware through an alternate source. A wavier is required for purchase of products from another source valued at over $25,000. The listing of COTS hardware available from ASCP sources can be viewed on the web at

https://ascp.monmouth.army.mil/scp/contracts/compactview.jsp. The wavier process is located on the web at https://ascp.monmouth.army.mil/scp/waiver/wv_explanation.jsp.

To: H.13 Army Computer Hardware, Enterprise Software and Solutions (CHESS) Source Contracts

In situations where the purchase of new commercial off the shelf (COTS) hardware and related software (not provided under a Department of Defense, Enterprise Software Initiative (DoD ESI) agreement; (See Section H.16 DoD Enterprise Software Initiative (ESI)) is needed to satisfy the requirements of a particular TO, the CHESS hardware contracts are the preferred source of supply. In the event that the hardware and related software required is not available from a CHESS contract, the contractor shall be authorized to obtain the hardware through an alternate source. For Army customers requiring hardware, a waiver is required for purchase of products from another source regardless of dollar value. The listing of COTS hardware available from CHESS sources can be viewed on the web at https://chess.army.mil/ascp/commerce/disclaimer/disclaimer.jsp. The waiver process is located on the web at https://chess.army.mil/ascp/commerce/disclaimer/disclaimer.jsp .

(i) Update Section H-16.

From: H.16 DoD Enterprise Software Initiative (ESI)

In situations where the purchase of new commercial software, including preloaded software, is needed to satisfy the requirements of a particular TO, the contractor will first be required to review and utilize available Department of Defense Enterprise Software Initiative (DoD ESI). In the event that the software required to satisfy a particular TO is not available to the contractor through a DoD ESI source, the contractor shall be authorized to obtain the software through an alternate source. The listing of COTS software available from DoD ESI sources can be viewed on the web at https://ascp.monmouth.army.mil/scp/esi/esioverview.jsp.

To: H.16 DoD Enterprise Software Initiative (ESI)

In situations where the purchase of new commercial software, including preloaded software, is needed to satisfy the requirements of a particular TO, the contractor will first be required to review and utilize available Department of Defense Enterprise Software Initiative (DoD ESI). In the event that the software required to satisfy a particular TO is not available to the contractor through a DoD ESI source, the contractor shall be authorized to obtain the software through an alternate source and a waiver is required regardless of the dollar value. The listing of COTS software available from DoD ESI sources can be viewed on the web at https://ascp.monmouth.army.mil/scp/esi/esioverview.jsp. The waiver process is located on the web at https://ascp.monmouth.army.mil/scp/waiver/wv_explanation.jsp

(j) Revise Part J, Attachment 3, CHESS Contract Management Deliverables;

(k) Update DD Form 254, Attachment 5 with cage code 5UTP8 and cognizant security office

(l) And Revise G.4 Contract Management.

4. All other terms and conditions of this contract remain unchanged and in full force and effect.

SECTION A - SOLICITATION/CONTRACT FORM

The 'issued by' organization has changed from
ARMY CONTRACTING AGENCY-ITEC4
2461 EISENHOWER AVE
ALEXANDRIA VA 22331-1700
to
NCRCC - ITEC4
2461 EISENHOWER AVENUE
ALEXANDRIA VA 22331-1700

The facility code has changed from 0T5L1 to 5UTP8.
The 'administered by' organization has changed from
ARMY CONTRACTING AGENCY-ITEC4
2461 EISENHOWER AVE
ALEXANDRIA VA 22331-1700
to
NCRCC - ITEC4
2461 EISENHOWER AVENUE
ALEXANDRIA VA 22331-1700

The contractor organization has changed from
SCIENCE APPLICATIONS INTERNATIONAL CORPO
EUGENE ROYAL
10260 CAMPUS POINT DR
SAN DIEGO CA 92121-1522
to
SCIENCE APPLICATIONS INTERNATIONAL CORPO
EUGENE ROYAL JR.
1710 SAIC DR
MC LEAN VA 22102-3703

The following have been modified:
SECTION A
A.1 Government's Contract Administration:

The basic contract will be administered by the office indicated in SF 26, Block 5. Individual orders will be administered as designated in the order.

ACA/ITEC4 Contracting Office:

Contracting Officer:	Chris Daoulas
E-mail address:	Chris.Daoulas@us.army.mil
Telephone number:	703-325-3341
Contract Specialist:	Marjorie Beatty
E-mail address:	marjorie.beatty@us.army.mil
Telephone number:	703-325-3329
Ombudsman:	Craig Drew
E-mail address:	Craig.Drew@us.army.mil

Telephone number: 703-325-9490

Computer Hardware Enterprise Software and Solutions (CHESS):

Contracting Officer's Representative: Deidre Harris
E-mail address: Deidre.Harris@us.army.mil
Telephone number: 732-427-6785

A.2 Contractor's Contract Administration:

Contractor's Administration Office:
Address: 8301 Greensboro Drive, Mail Stop E-3-6
(if different than SF 26, Block 7) McLean, Virginia 22102

Point of contact: Eugene Royal Jr.
Telephone number: 520-452-7111
E-mail address: eugene.royal.jr@saic.com

Authorized Contractor Representative:
(Contractual Binding/Negotiation Authority)

Name and Title: Eugene Royal Jr./Contracts Manager, Assistant Vice President
Telephone number: 520-452-7111
E-mail address: eugene.royal.jr@saic.com

Electronic Funds Transfer (EFT) payment shall be made as follows:

Financial institution address: Citibank, N.A
New York, New York

Routing transit number: ABA No. 021000089
SWIFT: CITIUS33

Depositor account number: Account No. 30547584

If not paying via EFT, payment shall be made to the following address:

Contractor's designated address: Science Applications International Corporation
P.O. Box 223058
Pittsburgh, PA 15251-2058
Point of contact: Matt Biros
Telephone number: (858) 826-3651
E-mail address: birosm@saic.com

A.3 Invoice Submittal Address (SF 26, Block 10):

The address for invoice submission shall be identified on each individual order. Invoice submission shall be in accordance with the respective "Invoice" clause as identified in the individual order.

A.4 Payment Office (SF 26, Block 12):

The payment office shall be identified on each individual order. The procedures for payment shall be in accordance with the respective ”Payment” clause, as identified in the individual order.

Contract Minimum Payment Office:

DFAS-ST. Louis
ATTN: DFAS-SL-FD
4300 Goodfellow Blvd.
P.O. Box 200009
ST. Louis, MO 63120-0009

SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been modified:

SECTION B

B.1 Scope

The contractor shall perform the Information Technology Enterprise Solutions – 2 Services (ITES-2S) effort in accordance with the scope as described in Section C, Statement of Objectives, and provide all of the items identified in Section B of the Schedule over the life of the contract. The contract has a base period of three years, and three options of two years each. The contract provides nine, twelve-month periods. These nine years represent labor rate years.

B.2 Minimum & Maximum Amounts, Indefinite-Delivery, Indefinite Quantity (ID/IQ)

The total amount of all orders placed against all contracts, awarded from this solicitation, shall not exceed $20,000,000,000 over a nine (9) year period of performance (36-month base period and three, 24-month option periods). The guaranteed minimum amount is $40,000.00 for each contractor. The minimum applies only to the base period. Individual Task Orders (TO) will be awarded in accordance with Section G, Ordering. The contract maximum represents the total requirement for the life of the contract (including options, if exercised).

B.3 Pricing of Labor Rate Table for Task Orders

(a) All task orders awarded pursuant to this contract, whether awarded on a T&M or FP basis, will be priced in accordance with the pricing set forth in the Labor Rate Table, Section J, Attachment 1 and Labor Category Descriptions, Section J, Attachment 2. The table reflects the Government-required labor categories. The labor rates in the labor rate table reflect the fully-burdened composite rates for each labor category and will apply to all direct labor hours. The composite rates include separate rates for work performed at the contractor site and at the Government site for each labor category.

(b) In the event work is required for which the contractor can be expected to incur costs markedly different from those normally incurred, e.g., work Outside the Continental United States (OCONUS), consideration will be given to pricing on a cost-reimbursement basis. In such situations, additional costs which cannot be appropriately charged under the Other Direct Costs (ODCs) contract line item numbers (CLINs) will be negotiated on a case-by-case basis.

(c) T&M Labor/FP Rates.

(1) Government Site Rates. When performing at Government sites, the contractor shall furnish fully burdened personnel rates. The Government will provide only office space, furniture, and office equipment and supplies.

(2) Contractor Site Rates. When performing at a contractor site, the contractor shall furnish fully burdened personnel rates which include loads for office space and all normal supplies and services required to support the work. This includes, but is not limited to, telephones, faxes, copiers, personal computers, postage (to include courier services such as Federal Express), ordinary business software (e.g., word processing, spreadsheets, graphics, etc.), normal copying and reproduction costs.

(d) Labor Rate Tables, Section J, Attachment 1.

Labor rates and Other Direct Cost (ODC) fixed rate mark-up percentages for use in pricing the FP and T&M TOs are set forth in the Labor Rate Tables, Section J, Attachment 1.

(1) The labor rates and ODC fixed mark-up percentages proposed for each of the nine, twelve-month labor rate periods are fixed. However, the contractor may submit a proposal reducing the fixed labor rates and mark-up percentages, in the contract, at any time during the life of this contract. The Government will review these proposals and determine if the revised rates are realistic and in the best interest of the Government. If the rates are accepted, the Government will modify the contract by incorporating the new rates into the labor rate tables.

(2) At the request of either the contractor or the Government, the contractor may, throughout the life of the contract, propose additional labor categories, rates and descriptions. These additional categories, rates and descriptions will be negotiated on a case-by-case basis in accordance with the provision in Section H, Technology Refreshment. The additional categories, rates and descriptions proposed, upon determination by the Government that they are fair and reasonable, will be incorporated into Section B of this contract.

(3) Labor. The Labor Rate Table represents fully-loaded hourly rates for each skill category. The fully-burdened labor rates shall include all direct, indirect, general and administrative costs and profit associated with providing the required skill. The fully-burdened labor rates shall include all labor and labor-related costs, such as, but not limited to, the following list of representative labor-related costs: salaries, wages, bonuses to include stock bonuses, incentive awards, employee stock options, stock appreciation rights, employee stock ownership plans, employee insurance, fringe benefits, contributions to pension, other post-retirement benefits, annuity, employee incentive compensation plans, incentive pay, shift differentials, overtime, vacation time, sick pay, holidays, and all other allowances based upon a comprehensive employee compensation plan. Contractor site rates shall also include contractor-provided facilities, furniture, equipment, supplies, tool kits, employee training and overhead amounts required for work at contractor site rates. This includes, but is not limited to, telephones, facsimile machines and their telecommunications lines, copiers, personal computers, postage (to include courier services such as Federal Express), ordinary business software, such as word processing, spreadsheets, graphics, normal copying and reproduction costs. The use of uncompensated overtime is not allowed. Contractor shall provide hourly rates based upon a 40-hour work-week (2,080 hours per year).

(4) Program Management Support Costs. Contract-level program management support costs are included as a percentage of each individual labor category rate, and encompass support for contract-level management, reporting requirements and related travel and meeting attendance costs associated with the contractor's program management staff, as it relates to overall management of the ITES-2S Program. As a result, these program management support costs are allocated among all of the task orders issued under this contract. These program management support costs are differentiated from individual task order manager support costs, which are billed as hourly labor rates against individual task orders for direct support to the effort performed under those task orders. This will result in direct billings at the task order level for labor hours in the appropriate manager category, to specifically support program or project management for the task order.

B.4 Contract Line Item Numbers (CLINs)/Sub CLINs

(a) IT Solution Services. Separate CLINs are included to allow for various pricing structures (i.e., time and materials, fixed price, and cost) in individual TO's. The appropriate FAR principles must be applied for the respective contract type.

(b) IT Subject Matter Experts. IT Subject Matter Experts (SMEs) fixed labor rates (actual direct and indirect costs, excluding profit/fee) will be negotiated in individual TOs. However, if the ordering contracting officer deems it necessary to direct the ITES-2S contractor to propose these categories, a fixed fee of 3% is allowable. The expertise shall be in the required discipline or technology of the individual task order. At the Government's option, the contractor may provide subject matter experts in all task and sub-task areas as identified in Section C, Paragraph 2.1, or as identified in individual TO requests. Education and experience levels are negotiable with individual TOs. SMEs may only be proposed upon Government's request or if no other labor category description can satisfy for the requirement. The contractor is required to justify and received KO approval for the use of an SME when proposed in a TO. Reimbursement will be dependent upon the TO contract type negotiated.

(c) IT Functional Area Expert. IT Functional Area Expert (FAE) fixed labor rates (actual direct and indirect costs, excluding profit/fee) will be negotiated in individual TOs. However, if the ordering contracting officer deems it necessary to direct the ITES-2S contractor to propose these categories, a fixed fee of 3% is allowable. FAEs must have the demonstrated ability to perform information systems analysis tasks in support of one or of the functional areas identified in Section C, Paragraph 2.1 or as identified in individual TOs. FAEs must have the ability to conceptualize, define, plan, and implement all hardware and software requirements for information systems supporting the specific functional area. They must have demonstrated experience in the planning, supporting, and sustainment of worldwide functional area organizations. Experience must include both the functional aspects of the functional area and information systems used within that functional area. Education and experience levels are negotiable with individual TOs. FAEs may only be proposed upon Government's request or if no other labor category description can satisfy for the requirement. The contractor is required to justify and received KO approval for the use of an FAE when proposed in a TO. Reimbursement will be dependent upon the TO contract type negotiated.

(d) Incidental Construction. Incidental Construction will be reimbursed as a firm fixed price (labor & material), 1 job, as negotiated under individual TOs. The work will be subject to the provisions of the Davis Bacon Act (Reference Section I, Davis-Bacon Act clauses) as described at Section H, Application of Davis-Bacon Act Provisions. Actual labor costs, including indirect costs, IAW the Davis Bacon wage determination will be reimbursed. Actual material costs, including indirect costs, will be reimbursed.

(e) ODCs. ODCs consist of IT Solution Equipment, IT Solution Software, Travel and Per Diem, and Other ODCs and are reimbursable under cost reimbursement CLINs. The contractor shall include a detailed description of all proposed ODCs in individual TO proposals. The cost of general purpose items required for the conduct of the contractor's normal business operations will not be considered an allowable ODC in the performance of this contract.

(1) IT Solution Equipment and IT Solution Software. All materials required for performance of TOs, issued under this contract, which are not Government-furnished, shall be furnished by the contractor. Materials acquired by the contractor with Government funds, for performance of this contract, are the property of the Government.

The contractor shall utilize ESI source software and CHESS contract source equipment in accordance with applicable provisions in Section H, Computer Hardware Enterprise Software and Solutions Source Contracts and DoD Enterprise Software Initiative. In addition to any other equipment, the contractor shall separately identify ESI source software items and CHESS contract source equipment in each TO proposal. For ESI source software, the contractor shall request approval to order from the Government supply sources. For proposed materials that are not from the identified government supply sources for ESI source software or CHESS contract source equipment, the contractor shall provide a justification why those sources are not being utilized to support approval by the Contracting Officer. Contractor costs for ESI source software shall be reimbursed at the prices charged to the contractor, with no mark-up percentage for loadings, fee or profit, regardless of whether the contract type of the task

order if FP, T&M or CR. For CHESS contract source equipment, a fixed mark-up percentages for associated indirect loading shall be applied to the CHESS contract source equipment for FP or T&M TOs; profit or fee shall not be allowed.

In accordance with DFARS Subpart 239.73, Acquisition of Automatic Data Processing Equipment by DoD Contractors, the contractor shall submit the documentation required to the Contracting Officer (KO) for approval prior to entering into any equipment lease or purchase agreement.

(2) Travel and Per Diem. TO related travel costs, i.e., relocation and temporary duty (TDY) to include travel, lodging and meals are reimbursable in accordance with FAR 31.205-46. For travel, a fixed mark-up percentage for associated indirect loadings shall be applied to the direct travel costs for FP or T&M TOs; profit or fee is not be allowed for travel. If travel destinations are specified in the TO, the task order proposal shall include prices for airfare and per diem rates by total days, number of trips and number of contractor employees. No contractor travel shall be conducted to support the requirements of TOs without advance, written approval from the TO Contracting Officer's Representative.

(3) Other ODCs. For other ODCs, under FP TOs, a fixed mark-up percentage for indirect loading and profit shall apply. For other ODCs, under T&M TOs, a fixed mark-up percentage for indirect loading shall apply. Profit or fee is not allowed.

B.5 Phase-In

The Government intends to allow 60 days for phase-in. The phase-in period shall be in accordance with Section I, FAR 52.237-3, Continuity of Services. This period allows for the establishment of operations and infrastructure in preparation for full performance, to include preparation and submission of proposals on task orders. Phase-In shall be Not Separately Priced (NSP) and the cost attributable with phase-in shall be included in the fixed loaded hourly labor rates.

B.6 Total Cost of Ownership Pricing

Individual TOs may require the contractor to restructure its price proposal to provide for the total cost of ownership. For example, instead of, or in addition to, providing a cost proposal based on fixed hourly rates, specific task orders may require pricing on a per seat/workstation, usage rates, or other similar bases to determine the total life cycle cost.

B.7 Service Contract Act

This contract has been determined to be exempt from the requirements of the Service Contract Act.

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:
SECTION C

STATEMENT OF OBJECTIVES (SOO)

1.0 INTRODUCTION

The Computer Hardware, Enterprise Software and Solutions (CHESS), in coordination with the Army Contracting Command (ACC), Information Technology, E-Commerce, and Commercial Contracting Center (ITEC4), is seeking qualified contractors to support the Army enterprise infrastructure and infostructure goals with information technology (IT) services worldwide.

The Army is seeking contractors who are willing to partner with the Army to meet its mission. The Army is structuring the ITES-2S contract in a manner that ensures that the contractors' goals and objectives are in alignment with those of the Army. Superior performance on the contractors' part will directly and indirectly link to superior Army mission accomplishment through the economic and efficient use of information technology. (Within the context of the Army/contractor partnership, the terms "partner" and "partnership" should not be read to suggest any formal legal partnership or joint venture between the contractor and the agency.) The Army/contractor partnership will reflect the attributes of an open, collaborative, and customer-oriented professional relationship.

It is of critical importance that vendors become aware of the implications of the phased strategy to transform to a single Army Network/Army Enterprise Infostructure (AEI). Consequently, responsibility for technical control of the AEI is the responsibility of NETCOM/9th Army Signal Command and will evolve in conjunction with the development of a suite of new common policies and guidance. These documents, some still under revision, will frame the network management and netcentric implementation strategies, and must be interpreted as required constraints for the operational environment under this contract.

2.0 SCOPE

The ITES-2S scope will include a full range of services and solutions necessary for the Army to satisfy its support of the Army enterprise infrastructure and infostructure goals with Information Technology (IT) services worldwide. The scope includes the Command, Control, Communications, Computers, and Information Management (C4IM) requirements as defined in Army Regulation 25-1 (AR 25-1).

ITES-2S contemplates services-based solutions under which contractors may be required to provide a full range of IT equipment. Therefore, end-to-end solutions to satisfy worldwide development, deployment, operation, maintenance, and sustainment requirements are included. Additionally included is support to analyze requirements, develop and implement recommended solutions, and operate and maintain legacy systems, and equipment. It is the intention of the Government to establish a scope that is broad, sufficiently flexible to satisfy requirements that may change over the period of performance, and fully comprehensive so as to embrace the full complement of services that relate to IT.

The U.S. Army, Department of Defense, or any other Federal Agency will be authorized to fulfill requirements under ITES-2S.

2.1 ITES-2S Task Areas

The IT services solutions are categorized in the list of task areas identified below. The task areas are further subdivided into sub-task areas to further define the scope of the task areas. This list of sub-tasks is not considered to be inclusive of all sub-tasks within each task area. Specific details of task assignments, deliverables, documentation, training, applicable government/department/industry standards, etc., will be provided within individual task orders.

Business Process Reengineering (BPR)
- Business Case Analysis

Functional Requirements Decomposition
IT Capital Planning
Gap Analysis
Risk Management
Workflow Analysis

Information Systems Security
Computer Security Awareness and Training
Computer Security Incident Response
Information, System, Data, and Physical Security
Mainframe Automated Information Security Support

Information Assurance
Disaster Recovery
Continuity of Operations
Contingency Planning
Remote Monitoring/Intrusion Detection
Security Architecture Design
Security Hardening
Secure Video Teleconferencing
System Certification and Accreditation (DITSCAP)

Information Technology Services
Biometrics
Configuration Management
Capacity Management
Computer Aided Design/Engineering/Management (CAD/CAE/CAM)
Computer Systems Administration, Management, and Maintenance
Design/Specifications for Information Systems
Data and/or Media Management
Database Applications Development
Design/Specifications for Information Dissemination
DODAF Based Operational & System Architecture Design & Development
Economic/Business Case Analysis (Cost/Benefit and Risk)
Independent Validation and Verification (IV&V)
Internet/Intranet/Web Applications/Network Computing
Legacy Systems Modernization
Performance Benchmarking/Performance Measurements
Simulation and Modeling
Software/Middleware Development
Source Data Development
Statistical Analysis
Systems Development and Software Maintenance
Systems Programming
Video Teleconferencing
Voice over Internet Protocol (VOIP)
Web and Computer Systems Decision Support Tools
Web Enabled Applications

Enterprise Design, Integration, and Consolidation
Information and Knowledge Engineering
Integrated Solutions Management
Knowledge Engineering/Management
Market Research and Prototyping

Measuring Return on Investment (ROI)
Earned Value
Compliance with Interoperability Standards
Product Integration
Reliability and Maintainability
Requirements Analysis
Reverse Engineering
Software Engineering
Software Life Cycle Management
Systems Integration
Technology Insertion
Test and Evaluation
Wireless Networking

Education/Training
User Training
Wargaming, Experimentation, Scenario Design & Execution
Instructional Design, and Modeling & Simulation
Design & Execution of Computer-generated Imaging Training

Program/Project Management
Strategic Enterprise IT Policy and Planning
Change Management
Program Assessments and Studies
IT Strategic Planning Program Assessment and Studies
IT Project Cost & Schedule Management
IT Strategic Planning
Management/Administrative Support/Data Entry
Deployment Management

Systems Operation and Maintenance
Computer Center Technical Support
Commercial Off-the-Shelf Software Products and Support
Computer Systems Administration
Computer Systems Facilities Management and Maintenance
Licensing Support
Software License Management
Legacy Systems Maintenance

Network Management
Help Desk Support
Desktop Support
Property Management

Network Support
Network and Telecommunications Infrastructure Support
Office Automation Support
Seat Management / Asset Management

3.0 ITES2-S STATEMENT OF OBJECTIVES (SOO)

3.1 Objectives

The fundamental purpose of the ITES-2S is to support the Army enterprise infrastructure and infostructure goals with a full range of innovative, world class information technology support services and solutions at a reasonable

price. It is essential that the ITES-2S solutions enhance Army Net-operations/Net-centric capabilities and holistically support the Army customers, with a goal of providing a common look and feel for Army applications at all levels of both the strategic and tactical Army enterprise. The solution must not only be in compliance with existing DoD and Department of Army standardization and interoperability policies, but should also strive to enhance Army capabilities by supporting implementation and partnering in the implementation of NETCOM's Networthiness program. The Army has established the following objectives for the ITES2-S contract.

3.1.1 Contractual Management

i. Establish and maintain contract methodologies and operations that are flexible, facilitate change, and allow for continuity of user support over the life of the contract.

ii. Continuously improve task order competition throughout the life of the contract.

iii. Increase use of subcontractors and teaming partners to bring expert talent and ingenuity to the varied work under ITES2-S and effectively utilize small businesses to assure achievement of mandatory subcontracting goals.

3.1.2 Partnership

i. Promote the contract to Army, DoD, and other federal agencies to increase potential customers' awareness of available services, solutions, and the benefits of this contract.

ii. Support and partner with CHESS on the Army's data and reporting requirements through electronic interface.

iii. Promote the benefits of performance-based contracting by educating the Army users.

iv. Continuously seek ways to increase customer satisfaction through delivery of superior IT services.

v. Support and partner with CHESS hardware and software contract holders as a preferred source of supply.

3.1.3 Business Processes

i. Provide compliant, state-of-the-market, sustainable, supportable, and interoperable IT service solutions worldwide.

ii. Identify and implement best commercial practices, new technologies and streamlined approaches that afford the Army and other customers' information technology and telecommunications structure the ability to improve their performance and IT business processes (e.g. offering tools, techniques, and practices for migration to enterprise resource planning, implementation of enterprise directory services).

iii. Assure affordable, best value, best pricing solutions.

4.0 CONSTRAINTS

The SOO provides contractors with maximum flexibility to conceive and propose innovative approaches and solutions. However, in some cases, there may be constraints that the government must place on those solutions. The following specifications, standards, policies and procedures represent the constraints placed on this acquisition. All documents listed are mandatory, as applicable. Applicability is as defined in the document. The most current version of the document at the time of Task Order issuance will take precedence. The list is not all-inclusive. Other documents required for execution of tasks issued under ITES-2S will be cited in the relevant task order. It is the policy of the DoD and the Army that IA requirements shall be identified and included in the design, acquisition,

installation, operation, upgrade, or replacement of all DoD information systems. This includes systems and processes developed within the Defense Acquisition System; systems and processes developed at private expense; outsourced business processes supported by private sector information systems; and outsourced information technologies. All IA equipment necessary to satisfy requirements for a design, acquisition, installation, operation, upgrade, or replacement of DoD information systems shall be procured from the CSLA IA BPA listed on CHESS's IT e-mart and cited at paragraph 4.6.3. Security requirements that shall be accomplished by the Contractor will be per the DoD Information Technology Security Certification and Accreditation Process (DITSCAP) outlined in DoD 8510.1-M (see http://www.dtic.mil/whs/directives/corres/pdf/851001.pdf). The Contractor shall transmit and deliver any classified material/reports IAW the National Industrial Security Program Operations Manual (NISPOM) and the Industrial Security Regulation (DoD 5220.22-S-2). Each proposed task order under this contract will be screened for compliance with applicable IA statutes, policies, and procedures. Specific requirements will be stated in the task order statement of work/statement of objectives. In addition, all IA or IA-enabled IT hardware, firmware, and software components or products incorporated into DoD information systems must comply with the evaluation and validation requirements of National Security Telecommunications and Information Systems Security Policy Number 11. Such products must be satisfactorily evaluated and validated either prior to purchase or as a condition of purchase. Evidence shall include a vendor's warrant, in their responses to a solicitation and as a condition of the contract, that the vendor's products will be satisfactorily validated within a period of time specified in the solicitation and the contract. Purchase contracts shall specify that product validation will be maintained for updated versions or modifications by subsequent evaluation or through participation in the National IA Partnership (NIAP) Assurance Maintenance Program or the Common Criteria Recognition Arrangement (CCRA) Assurance Maintenance Program. Web links are provided wherever possible.

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4.13.2 Deputy Under Secretary of Defense (Logistics and Materiel Readiness) Logistics Enterprise Integration and Transformation http://www.acq.osd.mil/log/logistics_materiel_readiness/organizations/lsm/assetts/feb_02_information/ei_info/Ent%20Integ%20and%20Transformation%20Dec%2001.doc

4.14 Voice Over IP (VOIP)

4.14.1 Security Considerations for Voice Over IP Systems. January 2005, http://csrc.nist.gov/publications/nistpubs/800-58/SP800-58-final.pdf

4.14.2 Voice Video over Internet Protocol (VVoIP) Security Technical Implementation Guide (STIG), Version 3, December 23, 2009, http://iase.disa.mil/stigs/stig/unclassified_vvoip_stig_v3r1_releasememo.pdf

4.14.3 Voice and Video over Internet Protocol (VVoIP) STIG V3R1, Dec 23, 2009; http://iase.disa.mil/stigs/downloads/zip/unclassified_vvoip_v3r1_stig_23dec2009.zip

4.15 Wireless

4.15.1 Use of Commercial Wireless Devices, Services, and Technologies in the Department of Defense (DoD) Global Information Grid (GIG) (DoD Directive 8100.2). 14 Apr 2004, https://secureapp2.hqda.pentagon.mil/dtsw_cms/library/upload/DoDD%208100.2.pdf

4.15.2 Security Requirements for Cryptographic Modules (FIPS PUB 140-2). 25 May 2001, http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf

4.15.3 FIPS 140-1 and FIPS 140-2 Cryptographic Modules Validation List. March 10, 2009, http://csrc.nist.gov/groups/STM/cmvp/

4.15.4 Wireless LAN Security Framework Addendum To The Wireless Security Technical Implementation Guide (DRAFT). 10 February 2005, http://iase.disa.mil/wireless/wlan-security-framework-addendum-v2r0.doc

4.15.5 Wireless - Security Technical Implementation Guide (Version 6, Release 2). 23 April 2010, http://iase.disa.mil/stigs/content_pages/wireless_security.html

4.15.6 Army Wireless Best Business Practices - NETCOM Wireless Security Standards, Version 3 (09-EC-M-0019) dated 2 January 2009, Requires AKO Login, https://informationassurance.us.army.mil/bbp/BBP_Wireless_Security_Standards_VER_3_0.pdf

4.16 Section 508

4.16.1 Section 508. http://www.section508.gov

4.16.2 Section 508 – Electronic and Information Technology. 21 December 2000, http://www.usdoj.gov/crt/508/508law.pdf

4.16.3 Guide to the Section 508 Standards for Electronic and Information Technology: Software Applications and Operating Systems (1194.21) http://www.access-board.gov/sec508/guide/1194.21.htm, Web-based Intranet and Internet Information and Applications (1194.22) http://www.access-board.gov/sec508/guide/1194.22.htm, Telecommunications Products (1194.23) http://www.access-board.gov/sec508/guide/1194.23.htm, Video and Multimedia Products (1194.24) http://www.access-board.gov/sec508/guide/1194.24.htm, Self Contained, Closed Products (1194.25) http://www.access-board.gov/sec508/guide/1194.25.htm, Desktop and Portable Computers (1194.26) (http://www.access-board.gov/sec508/guide/1194.26.htm).

4.17 Energy Star

4.17.1 President Issues Executive Order Regarding Energy-Efficient Use of Power Devices in Federal Facilities**.** *31 July 2001*, http://www.gsa.gov/portal/content/101582

4.17.2 *Computers (Version 5.0) Effective* July 1, 2009, http://www.energystar.gov/ia/partners/prod_development/revisions/downloads/computer/Version5.0_Computer_Spec.pdf

4.17.3 Computer – Key Product Criteria. http://www.energystar.gov/index.cfm?c=computers.pr_crit_computers

4.17.4 Printers, Scanners, and All-in-One Devices http://www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&pgw_code=PS

4.17.5 Imaging Equipment
http://www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&pgw_code=CX

4.17.6 Computers, laptops
http://www.energystar.gov/index.cfm?fuseaction=find_a_product.showProductGroup&pgw_code=LT

4.17.7 Computer Monitors (Version 4.0), effective 20 July 2007.
http://www.energystar.gov/ia/partners/product_specs/program_reqs/MonitorSpecV40Final.pdf

4.17.8 Data Center Energy Efficiency Initiatives,
http://www.energystar.gov/index.cfm?c=prod_development.server_efficiency

4.17.9 Electronic Product Environmental Assessment Tool (EPEAT), http://www.epeat.net/

4.17.10 Federal Electronics Challenge, http://www.federalelectronicschallenge.net/

4.17.11 Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management 24 January 2007, http://www.gsa.gov/portal/content/102452

4.17.12 Federal Acquisition Regulation; FAR Case 2006–030, Electronic Products Environmental Assessment Tool. Federal Register / Vol. 74, No. 10 / Thursday, January 15, 2009 / Rules and Regulations (EPEAT), http://www.epeat.net/Docs/EPEATFAR.pdf

4.17.13 Computer Servers Key Product Criteria,
http://www.energystar.gov/index.cfm?c=ent_servers.pr_crit_enterprise_servers

4.18 Other Regulatory and Commercial Requirements

4.18.1 Distributed Management Task Force Desktop Management Interface (DMI Version 2.0.1s) http://www.dmtf.org/standards/documents/DMI/DSP0005.pdf

4.18.2 Windows Vista Compatibility Center
http://www.microsoft.com/windows/compatibility/windows-vista/Default.aspx?type=Hardware

4.18.3 The latest Windows XP Hardware Compatibility List,
http://support.microsoft.com/kb/314062

4.18.4 Trusted Platform Module (TPM v1.2)
https://www.trustedcomputinggroup.org/specs/TPM/

4.18.5 FCC Part 15 Class B http://www.gpo.gov/fdsys/pkg/CFR-2009-title47-vol1/pdf/CFR-2009-title47-vol1-part15.pdf

4.18.6 Electromagnetic Compatibility (EMC) Directive 89/336/EEC
http://www.conformance.co.uk/directives/ce_emc.php

4.19 Areas for Forthcoming or Envisioned Policies and Guidance

4.19.1 Army Level
4.19.1.1 Configuration Management
4.19.1.2 Server Consolidation
4.19.1.3 Thin Client TECHCON
4.19.1.4 Server TECHCON

4.19.2 DOD Level

4.20 System Security

4.20.1 Security requirements that shall be accomplished by the Contractor will be per the DoD Information Assurance Certification and Accreditation Process (DIACAP) DoD Instruction 8510.01, November 28, 2007 (http://www.dtic.mil/whs/directives/corres/pdf/851001p.pdf). The Contractor shall transmit and deliver any classified material/reports IAW the National Industrial Security Program Operations Manual (NISPOM) and the Industrial Security Regulation (DoD 5220.22-R). Individual system security requirements shall be accomplished as specified in the Task/Delivery Order.

4. ARMY STRATEGIC VISION, MISSION AND GOALS AND OBJECTIVES

Through the effective, efficient, and economic application of information technology solutions, the ITES-2S will support the Army's strategic vision, mission, goals, and objectives. The Army strategic vision, mission, and goals flow down through all levels of the Army enterprise from the Army-wide vision to the Army key IT organizations to the Statement of Objectives for the ITES-2S acquisition itself.

Key Organizations

- Army Chief Information Officer (CIO/G6)
- Program Executive Officer – Enterprise Information Systems
- Network Enterprise Technology Command (NETCOM)
- Army Materiel Command
- Project Manager, EI, and Assistant Product Manager, Computer Hardware, Enterprise Software and Solutions (CHESS)
- Army Regional Chief Information Officers (RCIO)
- Directors of Information Management (DOIMs)
- Army Contracting Command Information Technology, E-Commerce and Commercial Contracting Center (ITEC4)

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

SECTION G

G.1 Contractor's Proposal .

The Contractor's Proposal, or portions thereof, may be incorporated into the contract. The following sections are incorporated into the contract in Section J.

Attachment 1	Labor Rates Table – SAIC Labor Rates, as amended.
Attachment 6	SAIC Final Proposal Revision dated 12/19/05, Volume 1 – Mission Support, Section 1 – Performance Based Approach , as amended
Attachment 7	SAIC Final Proposal Revision dated 10/7/05, Volume 4 – Contract, Section 1 - Small Business Subcontracting Plan

G.2 Post-Award Conference

The Contractor agrees to attend a Post-Award Conference convened by the contracting activity in accordance with Federal Acquisition Regulation Subpart 42.5.

G.3 Start-up Period

The contract start-up period is 60 calendar days commencing upon Government issuance of notice to proceed. The Contractor, at the conclusion of the 60 calendar days period, following issuance of the notice to proceed, shall accept orders. During that period the contractor shall:

(1) Develop an ordering guide and a website which shall be provided to the Government for review;

(2) Secure required personnel;

(3) Develop a procedure to process and obtain logistics support privileges (South Korea only) approvals;

(4) Coordinate for security clearances (interim clearances will be requested until final clearances are issued, if required);

(5) Provide labor categories and pricing to CHESS for inclusion in the CHESS *it e-mart* (See Section G, Contract Management);

(6) Provide sample copies of required reports to CHESS for review and approval (See Section G, Contract Management);

(7) Provide a complete list of the Program Management team, to include names, positions, phone numbers, and email addresses; and

(8) Provide documents resulting from the Performance-based Sample Task Order, as requested.

G.4 Contract Management

(a) Contract Management. The Contractor shall maintain a status review process for planning and controlling the activities necessary to meet the requirements of this contract.

(b) Meetings and Conferences. During the life of the contract, periodic meetings will be held at both Contractor and Government sites. Contractor's shall attend the meetings in order to review program status, assess contractor performance, refine current processes, and plan future actions. The Computer Hardware, Enterprise Software and Solutions (CHESS) conducts the Army Information Technology (AITC) conference (minimum of one maximum of two per year) at various locations for the conference. Participation in meeting and conferences shall be at no additional cost to the government.

(c) Contract Management Reports. All contract management deliverables shall be delivered to CHESS for review and comment or approval. The Contractor shall submit reports as indicated below. All reports shall be submitted electronically to CHESS at the following email address: CHESS-VndrRpts@conus.army.mil. Contract management and reports shall be provided at no additional charge to the government. A report for "no activity" is required via email message. All reports are to be provided in the specific layout and format specified in Section J, Attachment 3.

The Government intends to move all reports to an HTML format during the life of the contract. The Contractor, when instructed by the Government, will provide all reports in HTML format, at no additional cost.

(1)Order Transactions Report. The Contractor shall provide a monthly Order Transaction report to the CHESS for inclusion to its Order Tracking Database. The monthly submission shall be used for reporting new orders or new order modifications that have not been previously reported. The specific file layout definition and submission instructions are specified in Exhibit 1.

(2) Monthly Task Order Status Report (MTOSR). The Contractor shall provide a MTOSR to the CHESS by the 15th of each month. The report shall include a brief summary of significant activities, problems and developments occurring during the reporting period, as well as progress made at the Task Order level. It provides an activity summary by order number. A sample format is specified in Exhibit 2.

(3) Evaluation of Contractor's Task Order Performance. At Task Order completion or renewal, the contractor shall submit a request for a performance evaluation to the Order Contracting Officer's Representative (OCOR) or his/her designated representative. The (OCOR) or his/her designated representative, shall complete these evaluations for each task order, regardless of dollar value, within 30 days of completion. Performance evaluations shall also be completed annually for orders that have a performance period in excess of one year. Annual performance evaluation shall be completed within 30 days of task order renewal. Performance evaluations may also be done as otherwise considered necessary throughout the duration of the order (but generally no more than quarterly).

The performance evaluations will be located on the CHESS website at https://chess.army.mil/ascp/commerce/staticPages/ctorpp.jsp. An example of the performance evaluation form is provided at Exhibit 3. The ITES-2S COR will provide the Contractor with a summary of all performance reviews for comment as part of the Vendor Contract Review meeting.

(4) Small Business Subcontracting Participation Plan Report. The Contractor shall provide the ITES-2S Small Business report to CHESS and ITEC4 by the 15th of each month. The specific file layout definition and submission instructions are specified in Exhibit 4.

(5) IT e-mart Online Catalog Information. The contractor shall provide a product attribute file at contract startup, and as required during the life of the contract. The specific file layout definition and submission instructions are specified in Exhibit 5.

(6) Performance-based Progress Report. The Contractor shall provide a report on a quarterly basis to report the performance-based aspects (proposed measures/metrics and incentives/disincentives). Submission of this report will commence at least within six months after receipt of initial task order. The report shall be submitted by the 15th of the month following the end of a quarter.

(7) Additional reports shall be provided as required in individual orders.

G.5 Contract Administration

(a) Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of the contract requires maximum coordination between the Government and the contractor. The following provides the roles and their respective authority during the performance of the contract:

(1) Contracting Officer (KO). The KO is the only person authorized to direct changes in any of the requirements under this contract, and, notwithstanding any provisions contained elsewhere in this contract, said authority remains solely in the KO. In the event the Contractor effects any such change at the direction of any person other than the KO, the change will be considered to have been made without authority and solely at the risk of the Contractor.

All contract administration will be effected by the KO. Communications pertaining to contractual administrative matters shall be addressed to the KO. No changes in or deviation from the terms and conditions shall be effected without a written modification to the contract executed by the KO authorizing such changes.

(2) Contracting Officer's Representative (COR). The KO shall designate contract level CORs during the term of this contract, DFARS clause 252.201-7000 "Contracting Officer's Representative". COR will provide assistance in identification and resolution of problems, conflicts in priority, subtask requirement definitions, and other operations type problems.

(3) Task Order Contracting Officers (TO KO). TO KO within the Army, Department of Defense, and other Federal agencies are authorized to place orders within the terms of this contract and within the expert of their authority. They are not authorized to make changes to the contract terms. TO KO authority is limited to the individual task orders.

(4) Task Order Contracting Officer's Representative (TO COR). The TO KOmay designate individuals to act as TO COR under any resultant task order. Order TO CORs may provide technical guidance in direction of the work, but they will not be authorized to change any of the terms and conditions of the contract or order. Order TO CORs will be designated by a letter of appointment from the TO KO.

(5) Contractor. The Contractor shall not accept any instructions issued by any person employed by the U.S. Government or otherwise, other than the KO, or the TO COR acting within the limits of his or her authority.

The Contractor shall not in any way represent that he is a part of the U. S. Government or that he has the authority to contract or procure supplies for the account of the United States of America

G.6 Submittal and Payment of Invoices

(a) The contractor shall submit a proper invoice in accordance with Section I, FAR clause 52.232-25 "Prompt Payment". Invoices shall be submitted in accordance with Section I, DFARS clause 252.232-7003 "Electronic Submission of Payment Requests".

(b) Invoice submission and payment shall be in accordance with the respective "Payment" clause and other clauses and instructions depending on the respective contract type, as identified in individual task orders.

(1) Fixed priced invoices shall be submitted pursuant to Section I, FAR clause, 52.232-1, "Payments".

(2) Time and Materials invoices shall be submitted pursuant to Section I, FAR clause 52.232-7, "Payments under Time and Material and Labor Hour Contracts".

(3) Cost-Reimbursement invoices shall be submitted pursuant to Section I, FAR clause 52.216-7, "Allowable Cost and Payment",

(c) Payment Of Invoices. The contractor shall provide the proper invoice and receiving report in accordance with Section I, DFARS clause 252.232-7003 "Electronic Submission of Payment Requests".
Payment will be made by the payment office designated in the individual task order. The Government payment office will not make disbursement to the Contractor without evidence of receipt and acceptance or certification of the items invoiced from the Order COR or other government representative as indicated in the individual task order.

(d) Contractor's failure to comply with the instructions above will render the invoice as improper, and resubmission of the invoice will be required in order to obtain invoice payment.

G.7 Ordering

(a) Ordering will be decentralized. Ordering under the contract is authorized to meet the needs of the Army, Department of Defense, other Federal Agencies . Task Orders may be placed by any Contracting Officer in the Army, Department of Defense, and other Federal Agency .

(b) Any request for deviation from the terms of this Contract must be submitted to Contracting Officer as identified in A.1.

(c) All orders issued under this contract are subject to the terms and conditions of this contract. The contract takes precedence in the event of conflict with any order.

(d) All services under this contract will be ordered by issuance of written task orders in accordance with FAR subpart 16.5, Indefinite Delivery Contracts as implemented by DFARS 216.505, Indefinite Delivery Contracts. An appropriate order form (DD Form 1155) shall be issued for each order.

(e) The TO KO will initiate the task order process by the issuing a Task Order Request (TOR). All TORs will be issued via the CHESS ***it e-mart***, **https://ascp.monmouth.army.mil/scp/index.jsp**. All task orders placed under this contract shall be in accordance with the Section J, Attachment 4, Task Order Procedures.

(f) The Contractors shall respond to all TORs within the proposal submission date, as specified in the TOR submittal instructions.

(g) The contractors are required to submit a response to all TORs. If unable to perform a requirement, the contractor shall submit a "no bid" reply in response to the TOR. All "no bids" shall include a brief statement as to why the vendor is unable to perform, e.g., conflict of interest.

(h) The contractor is responsible for all bid and proposal costs incurred in performance of the contract.

(i) Performance under orders shall commence only after receipt of an executed order via facsimile, e-mail, or by verbal direction from the TO KO. If verbal direction is given, written confirmation will be provided within five working days of the verbal order. The Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred, nor shall the Contractor be obligated to perform, deliver, or otherwise incur costs except as authorized by duly executed orders.

(j) The TO KO reserves the right to withdraw and cancel a task if issues pertaining to the proposed task arise that cannot be satisfactorily resolved. In accordance with 10 U.S. Code 2304c(e) and FAR 16.505(b)(5), ITES-2S contractors that are not selected for award under a task order competition may seek independent review by the designated Ombudsman for the ITES-2S contracts. The Army Contracting Agency, ITEC4 Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered for each task order, consistent with the procedures in this contract. The designated Ombudsman is identified in A.2. In

accordance with FY08 Authorization Act, Section 843, GAO will entertain a protest filed on or after May 27, 2008, for TO valued at more than $10M. Procedures for protest are found at 4CFR Part 21 (GAO Bid Protest Regulations).

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:
SECTION H
H.1 Order of Precedence

In the event of an inconsistency between the terms and conditions of this contract, resultant Task Orders (TOs), and contractor TO proposals, the inconsistency shall be resolved by giving precedence in the following order:

(a) The contract;

(b) The TOs, excluding the contractor TO proposals, and;

(c) The contractor TO proposals.

H.2 Mandatory use of Contractor to Government Electronic Mail

(a) Unless exempted by the Contracting Officer (KO), communications after contract award shall be transmitted via electronic mail (e-mail). This shall include all communication between the Government and the contractor except Classified Information. Return receipt will be used if a commercial application is available.

(b) The format for all communication shall be compatible with the following:

Microsoft Word 2000 (Not to exceed 20 pages or ½ megabyte).
Microsoft Excel 2000 (Not to exceed ½ megabyte).
Microsoft PowerPoint 2000 for presentation slides .

(c) Files larger than 2 megabytes must use alternate means of transmission. (Note: This includes both the text message and the attachment). Large files can be submitted in disk format and mailed with the Contracting Officer's approval.

(d) In addition to the KO, a copy of all communications shall be provided to the Contract Specialist.

(e) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Routine Letters
Requests for Proposals under the contract
Price Issues (except contractor pricing data) Approvals/Disapproval's by the Government
Technical Evaluations of Contract Items
Clarifications
Configuration Control
Drawings (not to exceed ½ megabyte)
Revised Shipping Instructions
Change Order Directions

(f) In order to be contractually binding, all Government communications must be sent from the KO's e-mail address and contain the /s/ symbol above the KO's signature block. The contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from the signature authority's e-mail address (see Section A, A.2)

(g) The Government reserves the right to upgrade to a more advanced commercial application at any time during the life of the Contract.

H.3 Mandatory Use of Government to Government Electronic Mail

(a) Unless exempted by the KO in writing, communication after contract award between Government agencies shall be transmitted via electronic mail (e-mail).

(b) The following examples include, but are not limited to, the types of communication that shall be transmitted via e-mail:

Instructions to Task Order Contracting Officer (TO KO)
Instructions to Defense Finance Administration Services
Instructions to Defense Contract Audit Agency

(c) See Mandatory Use of Contractor to Government Electronic Mail, for further guidance.

H.4 Notice of Internet Posting of Awards

It is the Government's intent to electronically post the ITES-2S contracts and modifications, TOs issued under the contracts, and all TO modifications to the ITES-2S web site. This does not include contractor proposals or any other proprietary information provided by contractors relevant to performance of this contract. Posting of the awards and modifications via the Internet is in the best interest of the Government as well as the contractors. It will allow contractors to direct future customers to the site to preview the types of jobs that have been accomplished under the ITES-2S contracts. In addition, customers will be able to view labor categories and rates as they develop their Independent Government Cost Estimates (IGCE) in preparation of proposed TOs.

H.5 Release of News Information

No new release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made without the prior written approval of the Contracting Officer and Program Executive Officer, Enterprise Information Systems (PEO-EIS) Public Affairs Office (PAO). See also Section I, DFARS clause 252.204-7000 "Disclosure of Information".

H.6 Work on a Government Installation.

In performing work under this contract on a Government installation or in a Government building, the contractor shall:

(1) Obtain and maintain the minimum kinds and amounts of insurance specified in Section I Insurance clause and individual Task Orders (TOs).

(2) Conform to the specific safety requirements established by this contract and individual TOs.

(3) Comply with the safety rules of the Government installation that concern related activities not directly addressed in this contract.

(4) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of contractor and Government personnel connected in any way with performance under this contract.

(5) Take such additional immediate precautions as the Contracting Officer may reasonably require for safety and accident prevention purposes.

H.7 Insurance

In accordance with the Section I, FAR clause 52.228.5, "Insurance - Work on a Government Installation" and this schedule, the Contractor shall acquire and maintain during the entire performance period of this contract insurance of at least the following kinds and minimum amounts set forth below:

(1) Workman's Compensation and Employer's Liability Insurance in accordance with the amounts specified by the laws of the states in which the work is to be performed under this contract. In the absence of such state laws, an amount of $100,000 shall be required and maintained.

(2) General Liability Insurance: Bodily injury liability in the minimum amount of $500,000 per occurrence.

(3) Automobile Liability Insurance in the amount of $200,000 per person and $500,000 per occurrence for bodily injury and $20,000 per occurrence for property damage.

H.8 Security Requirement

(a) The Government may require security clearances of at least Secret and up to Top Secret, Specialized Compartmentalized Information, for performance of any TO under this contract. A general, contract level DD Form 254 is provided at Section J, Attachment 5. A TO specific DD Form 254 will be incorporated for individual TOs, as required. The levels of security clearance and number of personnel required for each level is unknown.

(b) The Contractor shall provide sufficient personnel with the required security clearances to perform the work as specified in individual TOs. The personnel shall be cleared personnel in accordance with the clause in Section I, "Security Requirements". If satisfactory security arrangements cannot be made with the Contractor, the required services shall be obtained from other sources.

(c) The level of classified access required shall be indicated in the individual TO. Contractor personnel not requiring a personnel security clearance, but performing Automated Data Processing (ADP) sensitive duties, are subject to investigative and assignment requirements IAW DoD 5200.2R, DoD Personnel Security Program, and affiliated regulations.

(d) The contractor shall bear the cost of any security clearances required for performance.

H.9 Travel

(a) Contractor personnel may be required to travel to support the requirements of this contract and as stated in individual TOs. Long distance and local travel will be required both in the Continental United States (CONUS) and Outside the Continental United States (OCONUS). For those TOs requiring travel, the contractor shall include estimated travel requirements in the proposal. The contractor shall then coordinate specific travel arrangements with the individual TO Contract Officer Representative to obtain advance, written approval for the travel about to be

conducted. The contractor's request for travel shall be in writing and contain the dates, locations and estimated costs of the travel.

(b) If any travel arrangements cause additional costs to the TO that exceed those previously negotiated, written approval by TO modification issued by the Contracting Officer is required, prior to undertaking such travel. Costs associated with contractor travel shall be in accordance with FAR Part 31.205-46, Travel Costs.

H.10 Organization Conflict of Interest

(a) The provisions of FAR Subpart 9.5, Organization and Consultant Conflicts of Interest, concerning organizational conflicts of interest govern TOs issued under this contract.

(b) Potential conflicts may exist in accordance with FAR 9.505-1, Providing Systems Engineering and Technical Direction, through 9.505-4, Obtaining Access to Proprietary Information.

(c) The contractor is responsible for identifying any actual or potential organizational conflict of interest to the Contracting Officer that would arise as the result of the issuance of a TO under this contract.

(d) The TO KO will determine on a case-by-case, TO by TO, basis whether a conflict of interest is likely to arise.

(e) To avoid or mitigate a potential conflict, the TO KO will impose appropriate constraints, such as the following.

(1) The contractor agrees that if it provides, under a contract or TO, systems engineering and technical guidance for systems and programs, but does not have overall contractual responsibility, it will not be allowed to be awarded a contract or TO 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 (FAR 9.505-1).

(2) The contractor agrees that if it prepares specifications for nondevelopmental items or assists in the preparation of work statements for a system or services under a contract or TO, it will not be allowed to furnish these items, either as a prime contractor, a subcontractor or as a consultant (FAR 9.505-2).

(3) The contractor agrees that if it gains access to proprietary data of other companies, it will protect such data and it will not use such proprietary data in supplying systems or components in future competitive procurements (FAR 9.505-4). In addition, the contractor agrees to protect the proprietary data and rights of other organizations disclosed to the contractor during performance of any TO with the same caution that a reasonably prudent contractor would use to safeguard highly valuable property. The contractor also agrees that if it gains access to the proprietary information of other companies, it will enter into an agreement with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished.

(4) The contractor agrees that it will not distribute reports, data or information of any nature arising from its performance under this contract, except as provided by the TO or as may be directed by the TO KO.

(5) The contractor agrees that it will neither evaluate nor advise the Government with regard to its own products or activities. The contractor will objectively evaluate or advise the Government concerning products or activities of any prospective competitors.

(6) The contractor agrees that it will include the above provisions, including this paragraph, in agreements with teaming partners, consultants or subcontractors at any tier which involve access to information covered above. The use of this clause in such agreements shall be read by substituting the word "consultant" or "subcontractor" for the word "contractor" whenever the latter appears.

(f) The contractor shall effectively educate its employees, through formal training, company policy, information directives and procedures, in an awareness of the legal provisions of FAR Subpart 9.5 and its underlying policy and principles so that each employee will know and understand the provisions of that Subpart and the absolute necessity of safeguarding information under a TO from anyone other than the contractor's employees who have a need to know, and the U.S. Government.

(g) The term contractor herein used means: (1) the organization (hereinafter referred to as "it" or "its") entering into this agreement with the Government; (2) all business organizations with which it may merge, join or affiliate now or in the future and in any manner whatsoever, or which hold or may obtain, by purchase or otherwise, direct or indirect control of it; (3) its parent organization if any and any of its present or future subsidiaries, associates, affiliates, or holding companies, and; (4) any organization or enterprise over which it has direct or indirect control now or in the future.

(h) In connection with a particular constraint, the contractor may submit a response to the TO KO for the purpose of indicating potential measures to avoid or mitigate a conflict. In the event the TO KO determines that a conflict exists which cannot be effectively mitigated the provision in FAR 9.5 must be followed.

H.11 Government Property

(a) Government-Furnished Equipment. Government-furnished equipment, data, or services shall be identified in individual TOs.

(b) Contractor Acquired Property. In the event the contractor is required to purchase property in the performance of this contract, compliance with the procedures of FAR Part 45, Government Property, is required.

(c) Disposition of Government Property. Thirty (30) days prior to the end of the TO period of performance, or upon termination of the TO, the contractor shall furnish to the COR a complete inventory of all Government Property in his possession under the TO that has not been tested to destruction, completely expended in performance, or incorporated and made a part of a deliverable end item. The TO COR will furnish disposition instructions on all listed property which was furnished or purchased under the TO.

(d) Risk of Loss. The contractor assumes full responsibility for and shall indemnify the Government for any and all loss or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or services to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the contractor, subcontractor, or any employee, agent, or representative of the contractor or subcontractor.

H.12 Technology Refreshment

(a) In order to maintain ITES-2S as a viable contract vehicle, current with the information technology solution services required within scope, the Government may solicit, and the Contractor is encouraged to propose independently, technology improvements to the task areas, labor categories, or other requirements of the contract. These improvements may be proposed to add labor categories, reduce or increase composite and/or fixed labor rates for labor categories in the Labor Rate Table, Section J, Attachment 1, to add task/subtask areas in Section C, Statement of Objectives, to improve overall performance, or for any other purpose which presents a technological advantage to the Government. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the contract.

(b) As a minimum, the following information shall be submitted by the Contractor with each technology improvement proposal to the Contracting Officer and Contracting Officer’s Representative via email:

(1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;

(2) Itemized requirements of the contract that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;

(3) A price proposal including the following shall be submitted: An estimate of the changes in performance and price, if any, that will result from adoption of the proposal; and an item-by-item summary of any "street pricing" (at least three sources) of the items including a reference and hyperlink to the source of the "street price" and GSA Schedule pricing, if any (include GSA Schedule Number, with hyperlink to the schedule). Include an electronic version of the revised Labor Rate Table, Section J, Attachment 1 reflecting the change to facilitate contract modification as well as an updated Product Attribute (PA) file, Section J, Attachment 3, Exhibit 6;

(4) A statement and supporting rationale of the proposed effective date of the contract modification adopting the proposal, in order to obtain the maximum benefits of the changes during the remainder of this contract; and

(5) Identify any effect on the contract completion time or delivery schedule.

(c) The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has a right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the KO as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.

(d) The KO may accept any proposal submitted pursuant to this clause by issuance of a modification to this contract. Unless and until a modification is executed to incorporate a proposal under this contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing contract. Upon issuance of the modification, the approved modification and PA file will loaded to the CHESS it e-mart.

(e) If a proposal submitted pursuant to this clause is accepted and applied to this contract, the increasing or decreasing of the contract price shall be in accordance with the procedures of the "Changes" clause. The resulting contract modification will state that it is made pursuant to this clause.

H.13 Army Computer Hardware, Enterprise Software and Solutions (CHESS) Source Contracts

In situations where the purchase of new commercial off the shelf (COTS) hardware and related software (not provided under a Department of Defense, Enterprise Software Initiative (DoD ESI) agreement; (See Section H.16 DoD Enterprise Software Initiative (ESI)) is needed to satisfy the requirements of a particular TO, the CHESS hardware contracts are the preferred source of supply. In the event that the hardware and related software required is not available from a CHESS contract, the contractor shall be authorized to obtain the hardware through an alternate source. For Army customers requiring hardware, a waiver is required for purchase of products from another source regardless of dollar value. The listing of COTS hardware available from CHESS sources can be viewed on the web at https://chess.army.mil/ascp/commerce/disclaimer/disclaimer.jsp. The waiver process is located on the web at https://chess.army.mil/ascp/commerce/disclaimer/disclaimer.jsp .

H.14 Accessibility

All electronic and information technology procured under this contract must meet applicable accessibility standards at 36 CFR Part 1194, unless an exception exists, or, for commercial items, unless and to the extent that individual standards cannot be met with supplies or services available in the commercial marketplace in time to meet delivery requirements. All exception must be documented by the TO KO on a case-by-case basis.

H.15 Commercial Software Licenses

(a) Commercial software and software documentation delivered under this contract shall be subject to the terms of this clause and the governing commercial product license, to the extent the latter is consistent with Federal law and FAR 12.212, Computer Software. Notwithstanding the foregoing, the commercial product license shall apply only if a copy of the license is provided with the delivered product. In the event of conflict between this clause and the commercial software product license, this clause shall govern.

(b) All software shall, as a minimum, be licensed and priced for use on a single computer or for use on any computer at a particular site.

(c) The license shall be in the name of the U. S. Government.

(d) The license shall be perpetual (also referred to as a nonexclusive, paid-up, world-wide license).

(e) Software and software documentation shall be provided with license rights no less than rights provided with the software and the software documentation when sold to the public.

(f) The license shall apply to any software changes or new releases.

H.16 DoD Enterprise Software Initiative (ESI)

In situations where the purchase of new commercial software, including preloaded software, is needed to satisfy the requirements of a particular TO, the contractor will first be required to review and utilize available Department of Defense Enterprise Software Initiative (DoD ESI). In the event that the software required to satisfy a particular TO is not available to the contractor through a DoD ESI source, the contractor shall be authorized to obtain the software through an alternate source and a waiver is required regardless of the dollar value. The listing of COTS software available from DoD ESI sources can be viewed on the web at https://ascp.monmouth.army.mil/scp/esi/esioverview.jsp. The waiver process is located on the web at https://ascp.monmouth.army.mil/scp/waiver/wv_explanation.jsp.

H.17 Application of Davis-Bacon Act Provisions

(a) Pursuant to FAR 22.402(b)(1), Applicability, the Davis-Bacon Act will apply to individual TOs under this contract for which there are specific requirements for significant amounts of construction work.

(b) For the purpose of determining applicability of the Act to a given TO, “significant” is defined as 32 or more hours of construction work on a single TO.

H.18 Small Business Subcontracting Goals

(a) In accordance with the Small Business Subcontracting Participation Plan, contractors shall comply with meeting the mandatory small business subcontracting goal of 25% of the total contract value with additional specific goals for the following categories: Small Disadvantaged Business - 5%, Hub-Zone - 3%, Women Owned Small Business - 5%, Service-Disabled Veteran - 3%, and a positive goal for Veteran-Owned Small Business, and Historically Black Colleges and Universities/Minority Institutions.

(b) The Small Business Subcontracting Participation Plan reporting will be as required in Section G, Contract Management. This reporting is separate from the Small Business Subcontracting Plan requirement as required for Contractors with a business size designation of “large” in accordance with Section I, FAR clause 52.219-9, Small Business Subcontracting Plan, Alt II and DFARS clause 252.219-7003, Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DOD Contracts).

H.19 Continued Performance during Support of Crisis Situations, Contingency or Exercise

(a) Overview.

(1) The requirements of this Contract have been identified by the U.S. Government as being essential to the mission and operational readiness of the U.S. Armed Services operating worldwide; therefore, the Contractor may be required to perform this Contract during crisis situations (including war or a state of emergency), contingencies or exercises in the identified area of operations, also known as theatre of operations, subject to the requirements and provisions listed below.

(2) The Contractor shall be responsible for performing all requirements of this Contract notwithstanding crisis situations, contingencies or exercises, including but not limited to the existence of any state of war, whether declared or undeclared, or state of emergency, by the United States or the host nation, commencement of hostilities, internal strife, rioting, civil disturbances, or activities of any type which would endanger the welfare and security of U.S. Forces in the host nation. Failure by the Contractor to perform may subject the Contractor to a termination of this Contract for cause. If a crisis situation, contingency, or exercise is determined, an equitable adjustment may be negotiated.

(3) Crisis situations and contingency operations shall be determined by the overseas theater Commander-in-Chief, or when Defense Readiness Condition (DEFCON) Three (3) is declared for that area.

(4) Contractor personnel and dependents may be integrated into Government contingency plans, and afforded the same rights, privileges, protection, and priority as U.S. Government personnel. The Government may provide security, housing, and messing facilities for Contractor personnel and dependents should conditions warrant.

(5) In the event Contractor employees are deployed or hired into the area of operations in support of a crisis situation, contingency or exercise, the following items and conditions will apply:

(b) Management.

(1) The Contractor shall ensure that all Contractor employees, including sub-Contractors, will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians and issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection and safety.

(2) The Contractor shall comply, and shall ensure that all deployed employees and agents comply, with pertinent Service and Department of Defense directives, policies, and procedures. The Contractor shall ensure compliance with all Federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. The Contracting Officer will resolve disputes. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements.

(3) The Contractor shall take reasonable steps to ensure the professional conduct of its employees and sub-Contractors.

(4) The Contractor shall promptly resolve, to the satisfaction of the Contracting Officer, all Contractor employee performance and conduct problems identified by the cognizant KO or COR.

(5) The KO may direct the Contractor, at the Contractor's expense, to remove or replace any Contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

(c) Accounting for Personnel. As directed by the KO or COR and based on instructions of the Theater Commander, the Contractor shall report its employees, including third country nationals, entering and/or leaving the area of operations by name, citizenship, location, Social Security number (SSN) or other official identity document number.

(d) Risk Assessment and Mitigation.

(1) The Contractor shall ensure physical and medical evaluations are conducted on all its deployable and/or mission essential employees to ensure they are medically fit and capable of enduring the rigors of deployment in support of a military operation.

(2) If a Contractor employee departs an area of operations without Contractor permission, the Contractor shall ensure continued performance in accordance with the terms and conditions of the contract. If the Contractor replaces an employee who departs without permission, the replacement is at Contractor expense and must be in place within five days or as directed by the KO.

(3) The Contractor shall prepare plans for support of military operations as required by contract or as directed by the KO.

(4) For badging and access purposes, the Contractor shall provide the KO or COR a list of all employees (including qualified subcontractors and/or local vendors being used in the area of operations) with all required identification and documentation information.

(5) As required by the operational situation, the Government will relocate Contractor personnel (who are citizens of the United States, aliens resident in the United States or third country nationals, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

(6) The Contractor shall brief its employees regarding the potential danger, stress, physical hardships and field living conditions.

(7) The Contractor shall require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(8) The Contractor shall designate a point of contact for all of its plans and operations and establish an operations center to plan and control the Contractor deployment process and resolve operational issues with the deployed force.

(e) Force Protection. While performing duties in accordance with the terms and conditions of the contract, the Service will provide force protection to Contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine, Defense Logistics Agency (DLA)) civilians in the operations area.

(f) Vehicle and Equipment Operation.

(1) The Contractor shall ensure employees possess the required civilian licenses to operate the equipment necessary to perform contract requirements in the theater of operations in accordance with the statement of work.

(2) Before operating any military owned or leased equipment, the Contractor employee shall provide proof of license (issued by an appropriate Governmental authority) to the KO or COR.

(3) The Government, at its discretion, may train and license Contractor employees to operate military owned or leased equipment.

(4) The Contractor and its employees shall be held jointly and severably liable for all damages resulting from the unsafe or negligent operation of military owned or leased equipment.

(g) On-Call Duty or Extended Hours.

(1) The Contractor shall be available to work "on-call" to perform mission essential tasks as directed by the Contracting Officer.

(2) The KO, or COR, will identify the parameters of "on-call" duty.

(3) The Contractor shall be available to work extended hours to perform mission essential tasks as directed by the KO.

(4) The KO may negotiate an equitable adjustment to the contract/TO concerning extended hours, surges, and overtime requirements.

(h) Clothing and Equipment Issue. The Contractor shall ensure that Contractor employees possess the necessary personal clothing and safety equipment to execute contract performance in the theater of operations in accordance with the statement of work. Clothing should be distinctive and unique and not imply that the Contractor is a military member, while at the same time not adversely affecting the Government's tactical position in the field.

(i) Legal Assistance. The Contractor shall ensure its personnel deploying to or in a theater of operations are furnished the opportunity and assisted with making wills as well as with any necessary powers of attorney prior to deployment processing and/or deployment.

(j) Medical

(1) The Contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.

(2) When applicable, the Government may provide to Contractor employees deployed in a theater of operations emergency medical and dental care commensurate with the care provided to Department of Defense civilian deployed in the theater of operations.

(3) Deploying civilian Contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.

(k) Passports, Visas and Customs.

(1) The Contractor is responsible for obtaining all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the KO for Contractor employees.

(2) All Contractor employees shall be subject to the customs processing procedures, laws, agreements and duties of the country to which they are deploying and the procedures, laws, and duties of the United States upon re-entry.

(3) The KO will determine and stipulate the allowability and allocability of payment for entry/exit duties on personal items in possession of Contractor employees per U.S. Customs Service rates and restrictions.

(4) The Contractor shall register all personnel with the appropriate U.S. Embassy or Consulate.

(l) Living Under Field Conditions. If requested by the Contractor, the Government may provide to Contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to Government employees and military personnel in the theater of operations. If the above support is negotiated in the contract, at any level, the Government will receive consideration.

(m) Morale, Welfare, and Recreation. The Government will provide to Contractor employees deployed in the theater of operations morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations.

(n) Status of Forces Agreement.

(1) The KO will inform the Contractor of the existence of all relevant Status of Forces Agreements (SOFA) and other similar documents, and provide copies upon request.

(2) The Contractor shall be responsible for obtaining all necessary legal advice concerning the content, meaning, application, etc., of any applicable SOFAs, and similar agreements.

(3) The Contractor shall adhere to all relevant provisions of the applicable SOFAs and other similar related agreements.

(4) The Contractor shall be responsible for providing the Government with the required documentation to acquire invited Contractor or technical expert status, if required by SOFA.

(o) Tour of Duty/Hours of Work

(1) The KO, or COR, will provide the Contractor with the anticipated duration of the deployment.

(2) The Contractor, at his/her own expense, may rotate Contractor employees into and out of the theater provided there is not degradation in mission. The Contractor shall coordinate personnel changes with the KO.

(3) The KO will provide the Contractor with the anticipated work schedule.

(4) The KO, or COR, may modify the work schedule to ensure the Government's ability to continue to execute its mission.

(p) Health and Life Insurance. The Contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations and allow traveling in military vehicles. Insurance is available under the Defense Base Act administered by the Department of Labor.

(q) Next of Kin Notification. Before deployment, the Contractor shall ensure that each Contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated Government official.

(r) Return Procedures.

(1) Upon notification of redeployment, the KO will authorize Contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual deployment site.

(2) The Contractor shall ensure that all Government-issued clothing and equipment provided to the Contractor or the Contractor's employees are returned to Government control upon completion of the deployment.

(3) The Contractor shall provide the KO with documentation, annotated by the receiving Government official, of all clothing and equipment returns.

(s) Special Legal Considerations.

(1) Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000:
Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces

who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes.

(2) Applicability: This Act applies to anyone who engages in conduct outside the U.S. that would constitute an offence punishable by imprisonment for more than one year, the same as if the offense had been committed within the jurisdiction of the U.S. The person must be employed by or accompanying the Armed Forces outside the U.S.

H.20 Logistical Support (Overseas Locations Only)

(a) Upon the Contractor's request, the Government may provide logistical support to U.S. citizen contractor personnel and their dependents. The Government, in accordance with applicable regulations and controlling provisions of the intergovernmental agreement, and subject to the individual capability or limitation of the installation concerned and the approval of the installation commander, may make available within the overseas theater the following items of logistical support: Bachelor Officers Quarters (BOQ) on a space available basis; emergency and routine medical care; emergency dental care; transportation; banking privileges; auto licensing; Petroleum, Oil and Lubricants (POL); school facilities (Priority II - space available, tuition paying basis); PX and Commissary privileges; open mess; postal service; and APO and club privileges.

(b) It is agreed that the withdrawal of the invited Contractor or technical representation status or any of the privileges associated therewith by the U.S. Government, shall not constitute grounds for excusable delay by the contractor in the performance of the contract, nor shall it justify or excuse the contractor defaulting in the performance of this contract; and such withdrawal shall not serve as a basis for the filing of any claims against the U.S. Government. Except, if the cause of the removal of logistical support is a result of the terms and conditions of the respective TO, then the Government will be required to evaluate the situation and allow for any revisions, if feasible, to the requirements of the TO. Under no circumstances will the withdrawal of such status or privileges be considered or construed as a breach of contract by the U.S. Government. The determination to withdraw the status of privileges by the Contracting Officer or other such competent U.S. Officer, will be final and binding upon the parties unless it is patently arbitrary, capricious and lacking in good faith.

(c) Conduct of Contractor Personnel: If the KO finds it to be in the best interest of the Government, within the foreign environment in which the Contractor will be performing outside the limits of the United States and its possessions, he may at any time during the performance of this contract TO the contractor to remove any of his personnel from further performance under this contract for reasons of their moral character, unethical conduct, security reasons, and for violation of installation regulations. In the event that it becomes necessary to replace any contractor personnel for any of the above reasons, the Contractor shall bear all costs associated with such removal including the costs for the replacement of any personnel so removed. The contractor or contractor personnel shall be responsible for the return of all logistical support items (i.e., ID cards, ration cards, POV tags and registration, POV and GOV operator's licenses, etc.) prior to departure from an overseas area of operation.

H.21 Invited Contractor or Technical Representative Status Under U.S. - Republic of Korea (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the "publications" tab on the US Forces Korea homepage http://www.usfk.mil

(a) Definitions. As used in this clause—

"U.S. – ROK Status of Forces Agreement" (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

"United States Forces Korea" (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

"Commander, United States Forces Korea" (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

"USFK, Assistant Chief of Staff, Acquisition Management" (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

"Responsible Officer (RO)" means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads, and must have a USFK driver's license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver's license or a valid international driver's license then obtain a USFK driver's license.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.

(2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.

(3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery

Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

H.22 RESERVED

H.23 RESERVED

H.24 Contractor Manpower Reporting (CMR)

The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor will report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address: https://contractormanpower.army.pentagon.mil. The required information includes: (1) Contracting Office, Contracting Officer, Contracting Officer's Technical Representative; (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor name, address, phone number, email address, identity of contractor employee entering data; (5) Estimated direct labor hours (including sub-contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-contractors); (7) Total payments (including sub-contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information); (11) Locations where contractor and sub-contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized nomenclature provided on website); (12) presence of deployment or contingency contract language; and (13) Number of contractor and sub-contractor employees deployed in theater this reporting period (by country). As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct XML data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:
ATTACH 3 REPORTS

Part J, Attachment 3
Exhibit 1-5
October 2010

CHESS
Contract Management Deliverables

ITES-2S

1. General Information (applies to all reports)

CHESS Manages Data by Contract:

- Reports must be submitted and managed by contract. Vendors with more than one contract with CHESS must maintain contract data integrity by submitting and managing separate reports for each contract. CHESS will not accept mixed contract data submitted in the same report.

Report Format:

- All reports shall be submitted using Microsoft Excel (version 97-2007 .xls format). The spreadsheets shall contain text only. **The spreadsheets shall not contain formatting; rounding of number/dollar values, hard line returns, or other embedded special characters.**
- All reports contain data fields that are optional. If there is no data to report in these fields the field must be left empty. (No spaces, returns, tabs, etc.)

Report Delivery:

- All reports shall be emailed as attachments to: peoeis.pdchess.vndrrpts@us.army.mil or as per most recent direction from CHESS, with a copy sent to the designated CHESS Product Leader(s).
- Compress/zip large files. The file extension .zip cannot be used. Rename .zip files to .xxx.

Reports are due as follows:

- In accordance with this document as indicated for each report.

Negative OT Reports:

- An e-mail response is required for negative OT reports (no transactions to report).

Rejection of reports:

- Vendor reports will be loaded via an automated process. Therefore, CHESS reserves the right to reject reports submitted by the vendor if necessary. Possible reasons for rejection are missing information or formatting issues. Report submissions must meet the formatting guidelines provided in this document. Each report will be checked by CHESS for content as well as formatting. If CHESS rejects a report, the report will be returned to the vendor with an explanation identifying the problem(s).
- The vendor must make the necessary corrections and **resubmit the report in its entirety within three (3) business days from the day the report was returned**.
- CHESS will advise the vendor within 2 working days of receipt of a revised report whether the revised report is accepted. If the revised file still contains errors it will be rejected and returned to the vendor for correction. Subsequent reports will NOT be accepted by CHESS until all the required corrections have been made and CHESS has notified the vendor that the revised report is accepted.

Common Rejection Reasons:

- Formatting Issue
  - File not in Excel Spreadsheet (Version 97-2007) .xls format
  - Missing Columns
  - Incorrect naming convention of the OT Report
  - Missing Column Headings
  - Spreadsheet contains Macros, links, etc.

- Data Issues
  - Missing “Required” data (Ex. Contract Number)
  - Data type is incorrect for the column. (Ex. A column for numeric data has text)
  - Data exceeds maximum length acceptable for column(s)
  - Date is presented in the incorrect format
  - Numbers within the report contain more than 2 decimal places.
  - The Order/Mod total does not match the sum of the items being reported
  - Invalid Service Agency, Army Activity, State or Country Code

- No Formatting, hard line returns, embedded special characters or word wrapping within a column
- Missing or Invalid UNSPSC
- "Duplicate Orders" (Order with different transaction dates and no Mod associated with it)

Revised Reports:

- Revised reports must be submitted as a complete file (i.e. make changes/corrections to the original file and resubmit the entire file, not just what was changed).
- The file name format when submitting revised files must follow the file name format stipulated for each report (Order Transaction, Vendor Status, Product Attributes) with the addition of (Rev) immediately preceding the file extension .xls. For example, the first revision of a cum-1 OT report would be named:
  ContractNumber_OT_yyyy_mm_dd_cum-1(Rev1).xls
- Subsequent revisions to the same file should indicate the revision number (e.g. Rev2, Rev3, etc).

File Names:

- File names must not exceed 50 characters. The date in the file name should be the submission date and should not indicate the end or start dates of data within the report.

2. Order Transaction (OT) report

- OT reports will be submitted monthly and are due by close of business (COB) on the 10th of each month. If the 10th falls on a weekend or government holiday the OT report shall be due the next business day immediately following the 10th.
- An e-mail response is required for negative reports (no transactions to report).
- The file name format for the first OT report is: ContractNumber_OT_yyyy_mm_dd_cum-1.xls. Due to the limitations of Excel, a mutually agreeable cut-off date for the cum-1 report will be determined. Subsequent files shall only contain data not already reported in cum-1. Subsequent files shall be named ContractNumber_OT_yyyy_mm_dd_cum-2.xls, cum-3, cum-4, etc.
- No extra spaces, commas, or ampersands allowed in the spreadsheet. Dashes are allowed. Vendor needs to ensure leading zeros are not dropped. For example, Zip Code "07703" should not appear as "7703"; Order Number "0030" should not appear as "30"; CLIN Number "0003AA" should not appear as "3AA".
- The OT report is cumulative in nature. Each report shall include ***all*** transactions from contract inception up to and including the last day of the previous month.
- All columns are required, even when there is no data for a specific column.
- All new entries or changes must be identified by highlighting in yellow the line number and the data in the line that has changed or been added.
- The email message that includes the submitted OT report must contain the following:
  1. any changes to the report since the last report and include the line number and the type of transaction (i.e. award, cancellation, de-obligation, etc.)
  2. the total dollar value of the cumulative OT report being submitted in the email message. The value stated in the email message will be used by CHESS to match the sales dollars in OTSIII after the load process.
- ***If the total dollar value stated in the forwarding email message does not match the total dollars of the OT report being submitted, the report will be rejected and returned to the vendor for correction.***
- If an RFP number is missing (COL D), or if the RFP number does not match an it ***e-mart*** RFP number, then the file – in its entirety – will be rejected.
- Task Order type (Col K) should reflect one of the abbreviations provided below. If a task has multiple types, use predominant type.

Abbreviation	Long Description
CPAF	Cost Plus Award Fee
CPFF	Cost Plus Fixed Fee
CR	Cost – Reimbursable

CT	Cost – Cost Type Contract
FP	Fixed Price
FFP	Firm Fixed Price
LH	Labor Hours
T&M	Time-and-Materials

- The dollar amount reflected in Column R (Dollar amount of Transaction) must match the total order/mod value.
- Entries for column "AD" (Country) must come from the CHESS "Country List" found at https://chess.army.mil/ascp/commerce/staticPages/countrylist.jsp .
- Entries for columns "AG" and "AH" must come from the CHESS "Service/Agency" found at https://chess.army.mil/ascp/commerce/staticPages/activitylist.jsp .
- Column J must contain a United Nations Products and Services Code (UNSPSC) for each CLIN. UNSPSC codes for other products in ECCMA format can be found at http://www.eccma.org/resources/UNSPSCDownloads.php .
- If a transaction contains a mixture of items shown above, the UNSPSC for that item should identify the dominant item provided under the transaction.
- Since the OT report is cumulative, vendors may correct previously reported information in subsequent reports (see Section 1. General Information, Revised Reports) such as:
    - Removing a cancelled order or an order/mod previously reported in error.
    - Correcting dollar amounts previously reported by an order/mod.
    - Correcting items ordered previously reported for an order/mod.

3. Monthly Task Order Status report

- MTOSR will be submitted monthly, by the 15th of each month.
- An e-mail response is required for negative reports (no transactions to report).
- The file name format for the MTOSR report is "contractnumber_MTOSR_yyyy_mm.xls"

4. Evaluation of Contractor's Task Order Performance

- At Task Order completion or renewal, the contractor shall submit a request for a performance evaluation to the Order Contracting Officer's Representative (OCOR) or his/her designated representative.
- The OCOR, or his/her designated representative, shall complete these evaluations for each task order, regardless of dollar value, within 30 days of completion.
- Performance evaluations shall also be completed annually for orders that have a performance period in excess of one year.
- Annual performance evaluation shall be completed within 30 days of task order renewal.
- Performance evaluations may also be done as otherwise considered necessary throughout the duration of the order (but generally no more than quarterly).
- The performance evaluations will be located on the CHESS website at https://chess.army.mil/ascp/commerce/staticPages/ctorpp.jsp.
- An example of the performance evaluation form is provided at Exhibit 4. The ITES-2S COR will provide the Contractor with a summary of all performance reviews for comment as part of the Vendor Contract Review meeting.

5. Small Business Subcontracting Participation Plan Report

- The SBR is due monthly, by the 15th of each month.
- The file name format for the SBR report is "contractnumber_SBR_yyyy_mm.xls"

6. Product Attribute report

- Product Attribute reports are due, no later than 10 days from when:
  - Labor rates have changed or
  - New labor categories are added to the catalog
- The file name format for the Product report is Contractnumber_PA_yyyy_mm_dd.xls
- The Product report must be a full replacement. CHESS will replace the vendors' existing Product file with the most recent submission. Partial updates are not permitted.
- Each Product report may contain only one worksheet.
- Each item in the Product report must provide, in column N (Description), an easy to understand description of the labor category.
- Each item in the Product report is limited to one row of the spreadsheet and must have a unique item number which must be consistent throughout the lifecycle of that item. Each row must also have a unique price associated with the item.
- UNSPSC codes for Column F can be found at http://www.eccma.org/resources/UNSPSCDownloads.php.

7. Performance based Progress Report

The Contractor shall provide a report on a quarterly basis to report the performance-based aspects (proposed measures/metrics and incentives/disincentives). Submission of this report will commence at least within six months after receipt of initial task order. The report shall be submitted by the 15th of the month following the end of a quarter. Additional reports shall be provided as required in individual orders.

Attachment 3, Exhibit 1

Order Transactions (OT)

Excel Column	Column Name	Format	Required?	Comments
A	Contract Number	Alphanumeric (21)	Y	Enter the Contract Number (including dashes).
B	Order Number	Alphanumeric (30)	Y	Enter the delivery order number. Must be unique when combined with the contract number
C	Modification Number	Alphanumeric (25)	Y*	* Required when reporting mods. *This may be a vendor assigned number indicating a transaction reported previously reported needs to be modified. Example: A credit card transaction.*
D	RFP #	Alphanumeric (30)	Y*	* Required. If an RFP number is missing, or if the RFP number does not match an ***it e-mart*** RFP number, then the file – in its entirety – will be rejected.
E	POP Start	DD-MMM-YYYY	Y	Period of Performance start date.
F	POP End	DD-MMM-YYYY	Y	Period of Performance end date.
G	Transaction Type	Alphanumeric (2)	Y	CC = Credit Card, DO= Delivery Order
H	Date of Transaction	DD-MMM-YYYY	Y	Date of the order (i.e. 14-FEB-2006)

I	Date Transaction Cancelled	DD-MMM-YYYY	Y*	* Required for cancelled transactions
J	UNSPSC	Alphanumeric (14)	Y	Format is ##.##.##.##.##. Last two positions should be "00". except for Low End Servers(32-Bit) = 01 and High End Servers (64-Bit) = 02
K	Task Order Type	Alphanumeric (4)	Y	Enter abbreviation for the task order type. If a task has multiple types, use predominant type. Use the following codes: **Abbreviation** **Long Des** CPAF Cost Plus A CPFF Cost Plus CR Cost – Rei CT Cost – Cost T FP Fixed FFP Firm Fix LH Labor T&M Time-and-
L	Performance Based	Alphanumeric (1)	Y	Enter "Y" or "N" for performance based contract.
M	CLIN Number	Alphanumeric (39)	Y	Contract Line Item Number (CLIN) Unique contract identifier of item being ordered (as identified in contract, i.e. product #, manufacturer part #)
N	Item Description	Alphanumeric (250)	Y	Required. A short description of the item/CLIN that was purchased.
O	CLIN Quantity	Number (7,0)	Y	Quantity being ordered.
P	CLIN Unit Price	Number (11,2)	Y	Price per item. Price should reflect the unit price in dollars and cents. Do not round up to whole dollars and use only **two** decimal places to indicate "cents." (e.g. 10125.15) Prices with more than two decimal places will cause Excel to round resulting in incorrect dollar calculations or sums.
Q	CLIN Extended Dollar Amount	Number (11,2)	Y	Extended Dollar Amount = (CLIN quantity x unit price). The sum of this column must equal the total of all orders reported in column M. Do not round up to whole dollars and use only **two** decimal places to indicate "cents." (e.g. 10125.15)
R	Dollar amount of Transaction	Number (12,2)	Y	Total dollar amount of the current transaction (order or order mod). Do not round up to whole dollars and use only **two** decimal places to indicate "cents." (e.g. 10125.15)
S	Estimated TO Value	Number (12,2)	Y	Estimated total Task Order value with all options exercised. (Base plus all options)
T	POC Last Name	Alphanumeric (35)	Y	Customer's Last Name
U	POC First Name	Alphanumeric (35)	Y	Customer's First Name.
V	POC Title	Alphanumeric (35)	N	Customer's Title (i.e. COL, Mr., Ms., etc.).
W	Telephone Number	Alphanumeric (20)	Y	Customer's telephone number. Format: 9999999999
X	Email address	Alphanumeric (40)	Y	Customer's email address.
Y	Street Address 1	Alphanumeric (40)	Y	First line of the Customer's Ship-To

				address.
Z	Street Address 2	Alphanumeric (40)	N	Second line of the Customer's Ship-To address.
AA	Street Address 3	Alphanumeric (40)	N	Third line of the Customer's Ship-To address.
AB	City	Alphanumeric (27)	Y	Customer's Ship-To City.
AC	State	Alphanumeric (2)	Y	Customer's Ship-To State for USA only. Post office two character abbreviation.
AD	Country	Alphanumeric (2)	Y	Indicate the "Ship-To" country. Entry must be "US" for the United States or the 2-Character country code abbreviation from the Service/Agency/Country Code list located at https://ascp.monmouth.army.mil/scp/content/countrylist.jsp.
AE	5-digit Zip Code	Number (5)	Y	Five-digit Customer Ship-To zip code.
AF	4-digit Zip Code Ext.	Number (4)	N	Four-digit extension Customer Ship-To zip code.
AG	Service or Agency	Alphanumeric (20)	Y	Use the abbreviation from the Service/Agency/Country Code list located at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp
AH	Army Activity	Alphanumeric (20)	Y*	* Required if previous column equals "*Army*". Use the abbreviation from the *Army Activity* list located at https://ascp.monmouth.army.mil/scp/content/activitylist.jsp
AI	Comments	Alphanumeric (250)	N	Free text.
AJ	Projected Final POP End Date	DD-MMM-YYYY	Y	Enter the projected "final" period of performance end date. This includes the base year plus all potential options.
AK	CHESS Reserved 2	Alphanumeric (250)	N	Reserved for Product Leader.

Attachment 3, Exhibit 2

Monthly Task Order Status Report – SAMPLE

1.0 Contract Overview Charts

Task Order Number	Task Order Type	Performance Based Contract? Y / N	TO Value Without Options	TO Value With Options
T001	CPFF		$100,000	$ 600,000
T002	FFP		$200,000	$700,000
T003	CPAF		$300,000	$ 800,000
T004	T&M		$400,000	$ 900,000
T005	FPAF		$500,000	$1,000,000

Codes/Abbreviations for Task Order Type:

Abbreviation	**Long Description**
CPAF	Cost Plus Award Fee
CPFF	Cost Plus Fixed Fee
CR	Cost – Reimbursable
CT	Cost – Cost Type Contract
FP	Fixed Price
FFP	Firm Fixed Price
LH	Labor Hours
T&M	Time-and-Materials

2.0 Major Accomplishments and Milestone Achievements

Where applicable, the Contractor will provide narrative summarizing major accomplishments and milestones achieved.

3.0 Problem Identification and Corrective Actions

Where applicable, the Contractor will provide a narrative describing any problems, its impact, the corrective actions being taken to remedy the problem, and any other pertinent information.

Attachment 3, Exhibit 3

Evaluation of Contractor's Task Order Performance

Instructions: Please submit completed form to chess-ites-2S@conus.army.mil **or fax to 732 532-5185 (ATTN: ITES-2S Product Leader).**

This evaluation is a government to government communication. At times, vendors will request copies of evaluations.

___ Please check this box if you authorize the release of this document to the vendor upon request. (If left unchecked, this document will not be shared with a vendor).

Task Order Number: _____
Status of Task Order: (check status):
Completed: _____
Renewal: _____
Other: _____

Name of Evaluator: _____*Phone Number:* _____
(Technical)
Title of Evaluator: _____

Date: _____

Name of Evaluator: _____*Phone Number:*_____
Optional: (End User)
Title of Evaluator: _____

Date: _____

Name of Evaluator: _____*Phone Number:*_____
Title of Evaluator: Contracting Officer

Date: _____

The contractor should be evaluated using the following ratings:

E = Excellent: Contractor exceeded the requirements. Explain how.

S = Satisfactory: Contractor met the requirements. If the contractor had difficulty meeting the requirements, explain why.

U = Unsatisfactory: Contractor did not meet all of the requirements. Explain all noncompliances or unsatisfactory performance, and whether and how the contractor was at fault, where applicable.

N/A = Not Applicable. Does not apply to the contract.

1. Cost/Price Control. Rating: E____ S____ U____ N/A____.
Consider: Did the contractor complete the contract within the contract amount or did the contractor experience cost growth

2. Schedule Control. Rating: E____ S____ U____ N/A____.
Consider: Did the contractor meet the original completion date? Request an extension due to reasons within its control? Finish ahead of schedule?

3. Contract Administration. Rating: E____S____U____N/A____.
Consider: Did the contractor respond to Government correspondence in a timely manner? Were unnecessary cost/price change proposals submitted? Were Government requested price changes submitted and negotiated promptly? Were contract modifications promptly executed? Were the subcontracts properly administered? Did the contractor comply with its subcontracting plan? Were progress reports submitted on time? Were invoices submitted correctly? Were contract discrepancies/problems reported promptly? Were major subcontracts administered properly?

4. Responsiveness to Government. Rating: E____S____U____N/A____.
Consider: Were complaints from the Government resolved in a reasonable and cooperative manner? Were telephone calls responded to promptly? Were controversial issues resolved amicably? Was the contractor reasonable and responsive the Government's needs?

5. Contract Compliance with Technical Requirements.
Rating: E____S____U____N/A____.
Consider: Were all of the contract requirements met? Were the objectives of the statement of work met? Were problems resolved? Will the delivered items or services be able to be used for the purpose intended? If not useable, why not?

6. Key Personnel. Rating: E____S____U____N/A____.
Consider: Did the personnel have the knowledge and expertise necessary to perform the technical requirements? Were changes in key personnel made? How often were they made?

7. Recommendation: Would you recommend award to this contractor for future contracts for like or similar requirements? Yes___No___. If no, please fully explain.

8. Comments: Please provide any additional comments that you would like to share with us:

Attachment 3, Exhibit 4

Small Business
Subcontracting Participation Plan Report

1. Company Name:

2. ITES-2S Contract Number:

3. Date Submitted:
   3a. Small Business Participation Report Period *Start Date*: ***01 September 2007***
   3b. Small Business Participation Report Period *End Date*: ***31 October 2010***

Report is cumulative

4. Total Dollars/Percentage:
   4a. Total *Obligated* Dollars (sales to date)*:* ***$100,000,000***
   4b. Total *Obligated* Dollars subcontracted out (Large and Small Business**):** ***$50,000,000***
   4c. Total percent of *Obligated* Dollars subcontracted out (Large and Small Business): ***50%***

5. *Obligated Dollar Value* and percent of your participation as a Prime Contractor (Small Business prime contractors should **not** include dollars/percent for their own small business participation below):

Total Subcontracted

Type	Proposed Goal (Percent)	Actual Goal (Dollars / Percent)
Small Business Concerns	***25%***	***$25,000,000 /50%***
Large Business Concerns	***25%***	***$25,000,000 /50%***

$25m is 50% of the subcontracted amount of $50m (4b)
OR
25% of the total sales to date amount of $100m (4a)

Subcategory Breakout

Type ***For each Small Business concern, provide breakout:***	Proposed Goal (Percent)	Actual Goal (Dollars / Percent)
Small Disadvantaged Business	***5%***	***$11,000,000/11%***
Women Owned Small Business	***5%***	***2,000,000/2%***
Historically Black Colleges and Universities / Minority Institutions (HBCU/MI)	***2%***	***1,500,000/1.5%***
Historically Underutilized Business Zone	***2%***	***1,500,000/1.5%***
Veteran Owned Small Business	***3%***	***4,000,000/4%***
Service Disabled Veteran Owned Small Business	***3%***	***2,500,000/2.5%***
Other Small Business (not defined above)	***5%***	***2,500,000/2.5%***

% is against total sales of $100m (4a)

(Note: Subcategory Breakout total should equal "Small Business Concerns" above.)

Sum of these $ should equal total subcontracted amount for small business - e.g. $25m

6. Detailed Explanations for percentages less than what was proposed:

7. Name of Individual Responsible for Administering Form:

8. Email address of Individual Responsible for Administering Form:

Attachment 3, Exhibit 5

***It e-mart* Online Catalog Product Information Sheet**

This report is due when adding, deleting, or modifying products within ***it e-mart***'s catalog. Use the following format guidelines for this report to insure products are displayed correctly:

1. One item per row on the spreadsheet.
2. Unique item number per item.
3. Each item number must be consistent throughout the lifecycle of that item.
4. One worksheet per report.
5. UNSPSC codes for Services in ECCMA format is shown below. UNSPSC codes for other products in ECCMA format can be found at http://www.eccma.org/resources/UNSPSCDownloads.php.

Services

DESCRIPTION	UNSPSC
Computer services (All Other Services)	81.11.00.00.00
Software engineering	81.11.15.00.00
Mainframe software applications design	81.11.15.01.00
Personal computer PC application design	81.11.15.02.00
Systems integration design	81.11.15.03.00
Application programming services	81.11.15.04.00
Operating system programming services	81.11.15.05.00
Client or server programming services	81.11.15.06.00
ERP or database applications programming services	81.11.15.07.00
Application implementation services	81.11.15.08.00
Internet or intranet client application development services	81.11.15.09.00
Internet or intranet server application development services	81.11.15.10.00
Human resources productivity audits	81.11.15.11.00
Computer programmers	81.11.16.00.00
Programming for Visual Basic	81.11.16.01.00
Programming for Java	81.11.16.02.00
Programming for HTML	81.11.16.03.00
Programming for ALGOL	81.11.16.04.00
Programming for Assembler	81.11.16.05.00
Programming for Basic	81.11.16.06.00
Programming for C or C++	81.11.16.07.00
Programming for COBOL	81.11.16.08.00
Programming for FORTRAN	81.11.16.09.00
Programming for Pascal	81.11.16.10.00
Programming for PL/1	81.11.16.11.00
Programming or Proprietary Languages	81.11.16.12.00
Programming for Perl	81.11.16.13.00
Management information systems MIS	81.11.17.00.00
Wide area network communications design	81.11.17.01.00
Local area network communications design	81.11.17.02.00
Electronic data interchange EDI design	81.11.17.03.00
Database design	81.11.17.04.00
Systems architecture	81.11.17.05.00
Network planning services	81.11.17.06.00

Systems planning services	81.11.17.07.00
Telecommunications planning services	81.11.17.08.00
System administrators	81.11.18.00.00
Computer or network or internet security	81.11.18.01.00
Mainframe administration services	81.11.18.02.00
Local area network LAN maintenance or support	81.11.18.03.00
Wide area network WAN maintenance or support	81.11.18.04.00
Proprietary or licensed systems maintenance or support	81.11.18.05.00
Database analysis	81.11.18.06.00
Data storage	81.11.18.07.00
Systems analysis	81.11.18.08.00
System installation	81.11.18.09.00
Software coding	81.11.18.10.00
Technical support or help desk services	81.11.18.11.00
Computer hardware maintenance or support	81.11.18.12.00
Computer software maintenance or support	81.11.18.13.00
Co location service	81.11.18.14.00
Printer maintenance or support services	81.11.18.15.00
Mainframe computer maintenance or support	81.11.18.16.00
Telecom equipment maintenance or support	81.11.18.17.00
Third party warranty	81.11.18.18.00
Quality assurance services	81.11.18.19.00
System usability services	81.11.18.20.00
Information retrieval systems	81.11.19.00.00
Database information retrieval	81.11.19.01.00
On line database information retrieval	81.11.19.02.00
Remote database information retrieval	81.11.19.03.00
Data services	81.11.20.00.00
On line data processing	81.11.20.01.00
Data processing or preparation services	81.11.20.02.00
Data center services	81.11.20.03.00
Disaster recovery services	81.11.20.04.00
Document scanning service	81.11.20.05.00
Data storage service	81.11.20.06.00
Content or data standardization services	81.11.20.07.00
Cd rom mastering services	81.11.20.08.00
Content or data classification services	81.11.20.09.00
Data conversion service	81.11.20.10.00
Software Maintenance/Support	81.11.22.00.00

Product Report

Excel Column	Column Name	Format	Required?	Comments
A	Contract Number	Alphanumeric (21)	Y	Enter the Contract Number (including dashes).
B	Report Type	Alphanumeric (1)	Y	Please Enter "**F**" for Full Catalog Replacement-
C	Disposition	Alphanumeric (1)	N/A	Leave Blank
D	Item Type	Alphanumeric (1)	Y	Enter "1" to annotate RFP required.
E	Item Number	Alphanumeric (39)	Y	Unique number for the item. For example, product #, manufacturer part #, contract line item. **Must be Unique for each item.**
F	UNSPSC	Alphanumeric (14)	Y	Format is ##.##.##.##.##.
G	Price	Number(12,2)	Y	Enter price
H	Unit of Issue	Alphanumeric(12)	Y	Unit of issue (hour, etc)
I	Manufacturer	Alphanumeric(40)	N	Leave blank
J	Model	Alphanumeric(40)	N	Leave blank
K	Warranty	Alphanumeric(10)	N	Leave blank
L	Specification sheet url	Alphanumeric(250)	N	Leave blank
M	Photo url	Alphanumeric(250)	N	Leave blank
N	Description	Alphanumeric(250)	Y	Example: "Program Manager – Senior, Government Site hourly rate; Contractor Site hourly rate."
O	related_to_item_1	Alphanumeric(39)	N	Refer to the related item paragraph below
P	related_to_item_2	Alphanumeric(39)	N	Refer to the related item paragraph below
Q	related_to_item_3	Alphanumeric(39)	N	Refer to the related item paragraph below
R	related_to_item_4	Alphanumeric(39)	N	Refer to the related item paragraph below
S	related_to_item_5	Alphanumeric(39)	N	Refer to the related item paragraph below

Related Items

The columns named "related_to_item_1 thru related_to_item_5" are used to associate related items to the primary item. The rules for using related items are:

- Only 1 item per row may be specified
- You may associate up to 5 items
- All items must be from the same contract

ATTACH 5 DD 254

DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED: TOP SECRET

b. LEVEL OF SAFEGUARDING REQUIRED: SECRET

2. THIS SPECIFICATION IS FOR: *(X and complete as applicable)*

X	a. PRIME CONTRACT NUMBER: W91QUZ-06-D-0016	
	b. SUBCONTRACT NUMBER: N/A	
X	c. SOLICITATION OR OTHER NUMBER: W91QUZ-05-R-0004	DUE DATE *(YYYYMMDD)*: 51007

3. THIS SPECIFICATION IS: *(X and complete as applicable)*

X	a. ORIGINAL *(Complete date in all cases)*		DATE *(YYYYMMDD)*: 60414
	b. REVISED *(Supersedes all previous specs)*	REVISION NO.	DATE *(YYYYMMDD)*
	c. FINAL *(Complete Item 5 in all cases)*		DATE *(YYYYMMDD)*

4. IS THIS A FOLLOW-ON CONTRACT? [ ] YES [X] NO. If Yes, complete the following:

Classified material received or generated under _____ *(Preceding Contract Number)* is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? [ ] YES [X] NO. If Yes, complete the following:

In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____

6. CONTRACTOR *(Include Commercial and Government Entity (CAGE) Code)*

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*
Science Applications International Corporation 1710 SAIC Drive McLean, VA 22012-3703	5UTP8	Defense Security Service 14428 Albemarle Point Place, Suite 140 Chantilly, VA 20151

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*

8. ACTUAL PERFORMANCE

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*
Site identified in the individual order		

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

The Information Technology Enterprise Solutions-2 Services (ITES-2S) contracts will provide a full range of services and solutions necessary for the Army to satisfy its support of the Army enterprise infrastructure and infostructure goals with information technology (IT) services worldwide. The scope includes the Command, Control, Communications, Computers, and Information Management (C4IM) requirements as defined in Army Regulation 25-1 (AR 25-1).

10. CONTRACTOR WILL REQUIRE ACCESS TO:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	X	
b. RESTRICTED DATA	X	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X
d. FORMERLY RESTRICTED DATA		X
e. INTELLIGENCE INFORMATION		
(1) Sensitive Compartmented Information (SCI)	X	
(2) Non-SCI	X	
f. SPECIAL ACCESS INFORMATION		X
g. NATO INFORMATION		
h. FOREIGN GOVERNMENT INFORMATION		X
i. LIMITED DISSEMINATION INFORMATION		X
j. FOR OFFICIAL USE ONLY INFORMATION	X	
k. OTHER *(Specify)*		X

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X	X
b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X	X
d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	X	X
e. PERFORM SERVICES ONLY		
f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	X	
g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		X
h. REQUIRE A COMSEC ACCOUNT		X
i. HAVE TEMPEST REQUIREMENTS		X
j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	X	
k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X
l. OTHER *(Specify)*		X

DD FORM 254, DEC 1999 PREVIOUS EDITION IS OBSOLETE. Adobe Professional 7.0

12. PUBLIC RELEASE. Any information *(classified or unclassified)* pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate Government authority. Proposed public releases shall be submitted for approval prior to release

☐ Direct ☒ Through *(Specify)*:

Office of the Secretary of Defense, Public AffairsPublic Release of SCI is prohibited.

to the Directorate for Freedom of Information and Security review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.

* In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The Security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. *(Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts reference herein. Add additional pages as needed to provide complete guidance.*

This DD254 details the scope of classified work that may be performed under individual delivery/task orders, however, this DDForm 254 does not authorize classified work to be performed.

Separate DD for 254s may be issued which reflect additional or different security requirements based on individual task orders. Specific instructions will be provided with each order

.Appendage #1 provides SCI responsibilities for the Delivery Order.Contract performance is restricted to the Government activity specified at 8(a). The using contractor or activity will provideSecurity classification guidance for performance of this contract.

Appendage #2 – Additional COMSEC Guidelines.

Appendage #3 – Safeguarding "For Official Use Only" (FOUO) Information

.Appendage #4 – Intelligence Materials Access Requirements.FAR 52.204-2 is included as part of the contract.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. *(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)* ☒ Yes ☐ No

See SCI Addendum

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. *(If Yes, identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)* ☒ Yes ☐ No

See SCI Addendum

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE *(Include Area Code)*
STEVEN F. MILLER	PRODUCT LEADER	732-427-6786

d. ADDRESS *(Include Zip Code)*

a. ADDRESS *(Include Zip Code)*
PEO EIS
Attn: SFAE-PS-EI-SCP Fort Monmouth, NJ 07703

e. SIGNATURE

17. REQUIRED DISTRIBUTION

☒ a. CONTRACTOR
☒ b. SUBCONTRACTOR
☒ c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
☒ d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
☒ e. ADMINISTRATIVE CONTRACTING OFFICER
☒ f. OTHERS AS NECESSARY:

DD Form 254, DEC 1999 (REVERSE)

(End of Summary of Changes)