

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING	PAGE OF PAGES 1   71
2. CONTRACT (Proc. Inst. Ident.) NO. H92239-09-C-0001		3. EFFECTIVE DATE 22 Oct 2008	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE	
5. ISSUED BY HQ US ARMY SPECIAL OPERATIONS CMD DCSAC ATTN: AOCC (CONTRACTING) BLDG E-2929 DESERT STORM DRIVE FORT BRAGG NC 28310		CODE: H92239	6. ADMINISTERED BY (If other than Item 5) b3/b6 HQ USASOC, ATTN: AOCC BLDG E-2929 DESERT STORM DRIVE FORT BRAGG NC 28310	

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) ASSESSMENT AND TRAINING SOLUTIONS CONSUL b3/b6 2501 PERFORMANCE CT UNIT 101 VIRGINIA BEACH VA 23463-3768		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days
		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM

CODE 1YTN9	FACILITY CODE	11. SHIP TO/MARK FOR (ISCMT) CODE W60YCG b3/b6 JOINT SPECIAL OPERATIONS MEDICAL TRAINING b3/b6 FORT BRAGG NC 28310	12. PAYMENT WILL BE MADE BY CODE HC0302 DFAS-VENDOR PAY/ROME ATTN: DFAS-BVAA/RO 325 BROOKS ROAD ROME NY 13441-4527
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )	14. ACCOUNTING AND APPROPRIATION DATA See Schedule
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15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
<b>SEE SCHEDULE</b>					
15G. TOTAL AMOUNT OF CONTRACT					\$3,934,597.12

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/ CONTRACT FORM	1	X	1	CONTRACT CLAUSES	51 - 60
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 21	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT	22 - 40	X	J	LIST OF ATTACHMENTS	61 - 71
	D	PACKAGING AND MARKING		<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	41 - 42	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE	43 - 46		L INSTR. CONDS. AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA	47 - 49	M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS	50				

**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number H92239-07-R-0008-0003 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER b3/b6 CONTRACTING OFFICER TEL: b3/b6 EMAIL: b3/b6
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19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA BY: b3/b6 (Signature of Contracting Officer)	20C. DATE SIGNED 22-Oct-2008
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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	MEDICAL INSTRUCTOR and SUPPORT SERVICES FFP Base Period of Performance 1 December 2008- 31 July 2009 (FY08 Funds: 1 Dec 08-30 April 2009 (Ref: "Rules of Obligations under Protest Actions)(FY09 Funds: 1 May 09-31 July 09) FOB: Destination PURCHASE REQUEST NUMBER: W90YCG7242J002		Months		\$0.00
ESTIMATED NET AMT					\$0.00
ACRN AB CIN: W90YCG7242J0020001A					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Advanced Medical Instructors FFP 8 instructors per month FOB: Destination PURCHASE REQUEST NUMBER: W90YCG7242J002	5	Months	(b)(4)	(b)(4)
NET AMT					\$ (b)(4)
ACRN AB CIN: W90YCG7242J0020011AA					\$ (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	SOF-P Instructor FFP 35 instructors per month FOB: Destination PURCHASE REQUEST NUMBER: W90YCG7242J002	5	Months	(b)(4)	(b)(4)

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NET AMT (b)(4)

ACRN AB  
CIN: W90YCG7242J0020011AB (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	SOF-P Instructor FFP 7 Additional Insructors FOB: Destination PURCHASE REQUEST NUMBER: W90YCG8220J031	5	Months	(b)(4)	(b)(4)

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NET AMT (b)(4)

ACRN AD  
CIN: W90YCG8220J0310001AC (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	Data Analyst/Personnel Technician FFP Qty 1 per month FOB: Destination PURCHASE REQUEST NUMBER: W90YCG7242J002	5	Months	(b)(4)	(b)(4)

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NET AMT (b)(4)

ACRN AB  
CIN: W90YCG7242J0020011AC (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	Advanced Medical Instructors FFP 8 instructors per month( 1 May 09- 31 July 09) FOB: Destination PURCHASE REQUEST NUMBER: W90YCG8144J001	3	Months	(b)(4)	(b)(4)

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NET AMT (b)(4)

ACRN AC  
CIN: W90YCG8144J0010001AD (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF	SOF-P Instructor FFP 35 instructors per month( 1 May 09- 31 July 09). FOB: Destination PURCHASE REQUEST NUMBER: W90YCG8144J001	3	Months	(b)(4)	(b)(4)

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NET AMT	(b)(4)
ACRN AC CIN: W90YCG8144J0010001AE	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	SOF-P Instructor FFP 7 Additional Instructors per month( 1 May 09- 31 July 09) FOB: Destination PURCHASE REQUEST NUMBER: W90YCG8220J002	3	Months	(b)(4)	(b)(4)

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NET AMT	(b)(4)
ACRN AE CIN: W90YCG8220J0020001AG	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH	Data Analyst/Personnel Technician FFP Qty 1 per month( 1 May 09- 30 July 09) FOB: Destination PURCHASE REQUEST NUMBER: W90YCG8144J001	3	Months	(b)(4)	(b)(4)

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NET AMT (b)(4)

ACRN AC  
CIN: W90YCG8144J0010001AF (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Overtime COST FOB: Destination PURCHASE REQUEST NUMBER: W90YCG7242J002		Dollars, U.S.		(b)(4)

ESTIMATED COST (b)(4)

ACRN AB  
CIN: W90YCG7242J0020022 (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Travel COST FOB: Destination PURCHASE REQUEST NUMBER: W90YCG7242J002		Dollars, U.S.		(b)(4)

ESTIMATED COST (b)(4)

ACRN AB  
CIN: W90YCG7242J0020033 (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Contract Data Requirements FFP DD Form 1423 FOB: Destination PURCHASE REQUEST NUMBER: W90YCG7242J002	8	Months		(b)(4)

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NET AMT

ACRN AB  
CIN: W90YCG7242J0020004A

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Contract Manpower Report FFP FOB: Destination PURCHASE REQUEST NUMBER: W90YCG7242J002	1	Each		(b)(4)

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NET AMT

ACRN AB  
CIN: W90YCG7242J0020005A

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Phase In FFP Phase-in : 1 Nov 08- 31 Nov 08 FOB: Destination PURCHASE REQUEST NUMBER: W90YCG7242J002	30	Days		(b)(4)

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NET AMT

ACRN AB (b)(4)  
CIN: W90YCG7242J0020006A

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	MEDICAL INSTRUCTOR and SUPPORT SERVICES FFP 01 August 2009 - 31 July 2010 FOB: Destination		Months		(b)(4)

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NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AA OPTION	Advanced Medical Instructors FFP 8 Instructors per month FOB: Destination	12	Months	(b)(4)	(b)(4)

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NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AB OPTION	SOF-P Instructor FFP 35 Instructors per month FOB: Destination	12	Months	(b)(4)	(b)(4)

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NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AC OPTION	Data Analyst/Personnel Technician FFP 1 FTE FOB: Destination	12	Months	(b)(4)	(b)(4)

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NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001AD OPTION	SOF-P Instructor FFP 7 Additional Instructors( Subject to Additional approvals) FOB: Destination	12	Months	(b)(4)	(b)(4)

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Overtime COST FOB: Destination		Dollars, U.S.		(b)(4)

ESTIMATED COST

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003 OPTION	Travel COST FOB: Destination		Dollars, U.S.		(b)(4)

ESTIMATED COST

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004 OPTION	Contract Data Requirements FFP DD Form 1423 FOB: Destination	12	Each		(b)(4)

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1005 OPTION	Contract Manpower Report FFP FOB: Destination	1	Each		(b)(4)

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	MEDICAL INSTRUCTOR and SUPPORT SERVICES FFP 1 August 2010 - 31 July 2011 FOB: Destination		Months		(b)(4)

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NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AA OPTION	Advanced Medical Instructors FFP 8 Instructors per month FOB: Destination	12	Months	(b)(4)	(b)(4)

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NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AB OPTION	SOF-P Instructor FFP 35 Instructors per month FOB: Destination	12	Months	(b)(4)	(b)(4)

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NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AC OPTION	Data Analyst/Personnel Technician FFP 1 FTE FOB: Destination	12	Months	(b)(4)	(b)(4)

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NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001AD OPTION	SOF-P FFP 7 Additional Instructors( Subject to Additional approvals) FOB: Destination	12	Months	(b)(4)	(b)(4)

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Overtime COST FOB: Destination		Cost		(b)(4)

ESTIMATED COST

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003 OPTION	Travel COST FOB: Destination		Cost		(b)(4)

ESTIMATED COST

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004 OPTION	Contract Data Requirement FFP DD Form 1423 FOB: Destination	12	Each		(b)(4)

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2005 OPTION	Contract Manpower Report FFP FOB: Destination	1	Each		(b)(4)

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	MEDICAL INSTRUCTOR and SUPPORT SERVICES FFP 1 AUGUST 2011 - 31 JULY 2012 FOB: Destination				(b)(4)

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NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AA OPTION	Advanced Medical Instructors FFP 8 Instructors per month FOB: Destination	12	Months	(b)(4)	(b)(4)

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NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AB OPTION	SOF-P Instructor FFP 35 Instructors per month FOB: Destination	12	Months	(b)(4)	(b)(4)

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NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AC OPTION	Data Analyst/Personnel Technician FFP 1 FTE FOB: Destination	12	Months	(b)(4)	(b)(4)

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NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001AD OPTION	SOF-P FFP 7 Additional Instructors( Subject to Additional approvals) FOB: Destination	12	Months	(b)(4)	(b)(4)

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NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	Overtime COST FOB: Destination		Cost		(b)(4)

ESTIMATED COST (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 OPTION	Travel COST FOB: Destination		Cost		(b)(4)
				ESTIMATED COST	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004 OPTION	Contract Data Requirement FFP DD Form 1423 FOB: Destination	12	Each		(b)(4)

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3005 OPTION	Contract Manpower Report FFP FOB: Destination	12	Each		(b)(4)

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	MEDICAL INSTRUCTOR and SUPPORT SERVICES FFP 1 August 2012 - 31 July 2013 FOB: Destination				(b)(4)

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NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AA OPTION	Advanced Medical Instructors FFP 8 Instructor per month FOB: Destination	12	Months	\$109,862.40	(b)(4)

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NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AB OPTION	SOF-P Instructor FFP 35 Instructors per month FOB: Destination	12	Months	\$322,392.00	(b)(4)

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NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AC OPTION	Data Analyst/Personnel Technician FFP 1 FTE FOB: Destination	12	Months	(b)(4)	(b)(4)

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NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001AD OPTION	SOF-P FFP 7 Additional Instructors( Subject to Additional approvals) FOB: Destination	12	Months	(b)(4)	(b)(4)

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NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	Overtime COST FOB: Destination		Cost		(b)(4)

ESTIMATED COST (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 OPTION	Travel COST FOB: Destination		Cost		(b)(4)

ESTIMATED COST (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004 OPTION	Contract Data Requirement FFP DD Form 1423 FOB: Destination	12	Each		(b)(4)

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4005 OPTION	Contract Manpower Report FFP FOB: Destination	1	Each		(b)(4)

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4006 OPTION	Phase Out FFP Reference Section C.1.1.1 (1 July 2013 through 31 July 13) FOB: Destination	30	Days		(b)(4)

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NET AMT

## Section C - Descriptions and Specifications

### PERFORMANCE WORK STATEMENT

#### C.1. GENERAL

C.1.1. SCOPE OF WORK. The Contractor shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform training and other support stated herein except as specified in Section C-3 as Government furnished property and services at Fort Bragg, North Carolina. The contractor shall provide instruction in all the Special Operations Forces (SOF) Medical Skills Sustainment Course (SOCMSSC) and Special Operations Combat Medic (SOCM) /Special Forces Medic Sergeant (SFMS) Courses offered by the Joint Special Operations Medical Training Center (JSOMTC); **and perform administrative** support for the JSOMTC, US Army John F Kennedy Special Warfare Center and School, US Army Special Operations Command, Fort Bragg, NC in accordance with this Performance Work Statement (PWS). The Contractor shall teach all classes identified as contractor taught in strict accordance with the Program of Instruction (POI) and lesson plans approved by the government. The contractor shall perform to the standards in this contract.

C.1.1.1 Phase in and Phase out. A transition period is scheduled for the one-month (thirty (30) calendar days) period immediately prior to the scheduled contract start date (Phase-In) and the one-month (thirty (30) calendar days) period prior to contract end date (Phase-Out) to allow for an orderly contract transition. In order to maximize the effectiveness of the transition process, an initial meeting between the Government's representatives and contractor's Contract Manager shall be conducted to address Phase-In or Phase-Out, as appropriate. The contractor shall be available to meet with the Government at all times during the Phase-In/Out periods. In the event the incumbent contractor is also the successor contractor, these meetings will not be waived, since the orderly transition from one work specification to another shall also require significant contractor and Government management involvement in the transition process.

C.1.1.2. Phase in. The contractor shall coordinate with the COR for the following:

C.1.1.2.1 Observation of Government personnel performing like requirements. The incoming contractor shall ensure that its Phase-In processes do not hinder or interfere with normal operations and that maximum effort is made to avoid loss of productivity.

C.1.1.2.2 The incoming contractor shall: observe operations of the incumbent's work force, interview work force personnel off-site, secure insurance, required certifications, required clearances, and license documents needed to accomplish all contract requirements. Any and all required proof of insurance, certificates, etc. shall be provided to the Government at the pre-work conference.

C.1.1.2.3 The incoming contractor shall coordinate with the COR for the scheduling and completion of psychological and physical exam evaluations for contractor employees.

C.1.1.2.4 Only those employees with a need to know and the appropriate security clearance will be allowed to observe operations.

C.1.1.3 Phase out. During the phase-out period the incumbent contractor shall coordinate and allow the successor contractor's key personnel to observe contract operations during all facets of contract performance. The contractor shall not defer any requirements for the purpose of avoiding responsibility and transferring workload to the successor contractor or the organic Government workforce..

#### C.1.2. BACKGROUND INFORMATION

C.1.2.1. General. The JSOMTC has a state-of-the-art training facility that provides instruction to all Special Operations Forces (SOF) medics from all branches of the military. The facility is located at Fort

Bragg, North Carolina. The facility is equipped with telecommunications network with associated Automatic Data Processing (ADP) equipment, Command and Control Communication (C3), and Visual Information (VI) related equipment within the facility. The purpose of this modern integrated telecommunications system is to support effective and efficient instruction. Additionally, the facility provides administrative and logistical support for assigned personnel.

C.1.2.2. Overview. This Performance Work Statement defines the requirements for the contractor support for specified training programs. In the JSOMTC many of the training programs are joint services programs. Curriculum changes and any other modifications of the program shall be approved by the joint services Board of Regents (BOR), which serves the JSOMTC. Additionally, this Performance Work Statement defines the support required in the development/ implementation of training, and development of training aids. Additionally, administrative support for assigned personnel in support of student training shall be provided. The Contracting Officer Representative (COR) at the JSOMTC will serve as the administrative liaison to the contractor. Only the contracting officer can change the contract.

C.1.2.3. Desired Outcome. The JSOMTC plays a critical role in the preparation of Special Operations Forces Medics for USSOCOM. The JSOMTC provides these students with extensive didactic and practical medical education and training. This preparation will produce highly qualified U.S. Army Special Forces Medical Sergeants (18Ds), Special Operations Independent Duty Corpsman (DOIDC), and Special Operations Combat Medics (SOCM) with enhanced trauma, surgical, and medical skills. These graduates provide medical, dental, and veterinary care in locations and under circumstances that inhibit or prohibit access to traditional health care professionals. Instructors at the JSOMTC shall train students to independently perform life saving emergency medical services in austere battlefield conditions worldwide. The training includes advanced medical procedures, trauma management, surgical procedures, management of tropical medicine, and emergency dental care. The graduates are capable of performing emergency medical treatments and providing medical care at various levels in challenging and harsh environments or situations where they may be the only available medical professional. 18Ds and SOIDCs have been trained to hold and care for all types of patients indefinitely based on the tactical situation. SOCMs have been trained to hold and care for patients up to 72 hours based on the tactical situation.

C.1.2.3.1 Advanced Medical Instructors and other medical instructors will be expected to train utilizing the current approved Programs of Instruction (POI) and lesson plans. Their efficacy as instructors will be monitored and evaluated based on students scores on over 50 written tests. A computer based testing system allows evaluation of students results on each block of training in the POI. Test scores in current classes are compared to historical testing data to ensure that the current cadre are training to standard. At a minimum, the instructors shall be present training in areas that provides a combination of operational medicine and trauma.

C.1.2.3.2. At a minimum, the instructors shall present training in areas that provide a combination of operational medicine and trauma. Examples of this training shall include areas such as:

- Anatomy,
- Physiology
- Basic physical exam techniques,
- Medical patient assessment,
- Medical documentation,
- Combat casualty care,
- Live tissue training,
- Pre-hospital trauma emergencies and care,
- Veterinarian training,
- Advanced Cardiac Life Support (ACLS),
- Basic Life Support (BLS),
- Basic Trauma Life Support (BTLS), and
- Pre-Hospital Trauma Life Support (PHTLS)

C.1.2.3.3. Student Learning Outcomes/Program Outcomes. The program intends to train and qualify selected noncommissioned officers in the basic skills and knowledge required to perform duties as a medical sergeant on a Special Forces A detachment, as a Special Operations Independent Duty Corpsman for NAVSPECWARCOM, or as a Special Operations Combat Medic for USASOC, NAVSPECWARCOM, AFSOC, OR MARSOC.

C.1.2.3.4. The students will be trained to manage:

- Trauma
- Local, regional, and general anesthesia
- Acute medical emergencies
- Chronic medical conditions
- Environmental illnesses
- Preventive medicine
- Wound care for individuals post injury
- Emergency dental care.

C.1.2.3.5 The students will be trained to provide this for:

- US Forces
- Coalition troops
- Host Nation Personnel
- Enemy Combatants

C.1.2.3.6 The scope of this training includes the following: Basic Life Support (BLS) / Automatic External Defibrillation (AED); pharmaceutical calculations; anatomy; physiology; pathophysiology; medical terminology; basic physical exam techniques; medical documentation; pharmacology; basic airway management; medical patient assessment for medical emergencies; advanced airway management; patient management skills; prehospital trauma life support (PHTLS); trauma surgical skills lab; operating room procedures and glove and gown; tactical combat casualty care skills; combat trauma management; obstetrical (OB) and gynecological (GYN) emergencies; emergency cardiac care and pharmacology; EMT-Basic certification; Advanced Cardiac Life Support (ACLS); Pediatric Advanced Life Support (PALS); Clinical and ambulance rotation; Advanced Tactical Practitioner certification; EMT-Paramedic certification (optional); medical mission planning; field treatment of NBC casualty; preventive medicine; physical diagnosis; veterinary; dental; laboratory; medical subjects and case studies: dive and high altitude medicine, heat and cold weather and travel medicine, blast injuries and high and low velocity wounds; endocrine, metabolic, nutritional, psychiatric, neurological, hematological, immune and allergic disorders; pain control, poisoning, fluids-electrolytes and replacement products; infectious diseases; and medical disorders involving body systems; GYN / OB disorders and examination; orthopedic principles and disorders; casting techniques; initial and long term wound care; surgical procedures, regional anesthesia, preanesthesia, anesthesia, post anesthesia care, nursing care, records and reports, radiology, and central materials service; Clinical preceptorship includes the clinical training/experience and evaluation on ability to apply patient assessment/management/care skills in various clinical settings, rotations through surgery, dermatology, pediatrics, orthopedics, radiology, preventive medicine/community health and the outpatient/family practice clinics; Military Instructor Qualification.

### C.1.3. PERSONNEL

#### C.1.3.1. Management Personnel

C.1.3.1.1. Contract Manager. The contractor shall provide an onsite contract manager (CM), who shall be responsible for the performance of the work. The name of this person and an alternate(s) who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer prior to

the contract start date. The Contract Manager may be one of the "working" contract employees. This individual needs general manager's experience and experience working with senior military officers.

C.1.3.1.2. Senior Instructor Manager (SIM). The contractor shall provide a senior instructor manager (SIM), who shall be responsible for the quality of all contract instruction. The SIM shall be one of the "working" contract instructors.

C.1.3.1.3. The CM or SIM shall be available during hours of operation (see paragraph C.1.7.1.1.).

C.1.3.1.4. The contract manager and alternates(s) shall be able to read, write, speak and understand English.

C.1.3.2. EMPLOYEES (General): The Government has the right to restrict the performance under this contract of any contract employee, or prospective contract employee, who is identified as a potential threat to the health, safety, security, general well being or operational mission of the installation and its population.

C.1.3.2.1 The contractor shall ensure that employees have current and valid professional certifications before starting work. These certifications can be found in section C.1.3.3.

C.1.3.2.2. The contractor shall not employ any person who is an employee of the United States Government if the employment of that person would create a conflict of interest.

C.1.3.2.3. The contractor is cautioned that off duty active military personnel hired under this contract may be subject to permanent change of station (PCS), change in duty hours or deployment. Military Reservists and National Guard members may be subject to recall to active duty. Their absence at any time shall not constitute an excuse for nonperformance under this contract.

#### C.1.3.3. CONTRACT EMPLOYEE TRAINING

C.1.3.3.1. All contract employees may be required to undergo specialized training above the minimum stated to qualify as faculty for the government. Such training will be provided by the government and will be a part of required duties, to take place after contract performance commences.

C.1.3.3.2. As part of the required training, all instructors shall complete a specialized block of training for the live tissue laboratory. The training will be conducted by a physician or veterinarian who will document the training, listing the individuals qualified to teach in that theater. The training and certification will be repeated annually for the duration of the contract

C.1.3.3.3. All instructors participating in live tissue laboratory training shall undergo pre-lab briefings in accordance with Association for Assessment and Accreditation of Laboratory Animal Care (AAALAC) guidelines.

C.1.3.3.4. INSTRUCTOR CATEGORIES: The JSOMTC utilizes (2) types of instructors at the facility. Below are the certifications of the different types of instructors and the hours of instruction required from each type with the recommended number of instructors of each type.

C.1.3.3.4.1. **Advanced Medical Instructors (AMI)**: The contractor shall provide the JSOMTC with 15,360 hours of instruction support from Advanced Medical Instructors at the times prescribed in the training schedule. The recommended number of instructors to meet this requirement is eight (8). One Advanced Medical Instructor shall hold a current license as a Veterinarian in a U.S. jurisdiction. These instructors will provide basic and advanced medical instruction for the JSOMTC Medical Courses. These instructors shall have the experience and qualifications listed below. Additionally, all AMIs shall meet the AMI requirements listed in the chart following paragraph C.1.3.3.4.4.



Qualification/Psn	Prior Military Experience	Emerg. Med Instr. 3 Yrs	PEPP INSTR	NREMT/ ATP/ Certified EMT-P	PHTLS INSTR OR BLS INSTR	BLS INSTR	ACLS INSTR	EMT-P INSTR	ITC
Senior Instructor Manager	X	X	X	X	X	X	X	X	X
AMI	X	X	X		X	X	X	X	X
SOF-P	X	X	X	X	X	X	X	X	X

C.1.3.3.4.5. At least one instructor of the SOF-P category shall have an alternate credential as a Certified Veterinary Technician as a substitute for the requirements of paragraphs C.1.3.3.4.2., C.1.3.3.4.3, and C.1.3.3.4.4. An instructor employed with this alternate credential shall have a current driver's license. It is also desired that the instructor have 5 or more years of experience working in an AAALAC facility and have a thorough understanding of the rules and regulations governing animal use. They shall also have at least one year of experience as a member of a USSOCOM deployable Special Operations unit or at least one year of experience as a Veterinary Technician in a USSOCOM medical pipeline course. He/She shall be an assistant instructor for SOCMSSC live tissue training; shall give classes within his/her area of expertise with priority to SOCMSSC, and will provide administrative and operational support for live tissue and animal issues for SOCMSSC. The instructor shall assist with other veterinary support and related administrative duties as time allows. Such an instructor may not serve as Contract Manager or Senior Instructor Manager.

C.1.3.3.5. Non Instructor Support. The Contractor shall provide personnel to support administrative functions of the JSOMTC, contractor employees and support personnel.

#### C.1.3.3.5.1. Data Analyst/Personnel Technician-

The contractor shall provide 1920 hours of Data Analyst/Personnel Support at Government schedule. The recommended number of technicians to meet this requirement is one (1). The contractor shall provide Data Analyst/Personnel Technicians qualified to in-process students into the Access/Excel database and have experience with military personnel administration. These employees shall provide statistics for presentations in Power Point, create tables and maintain data and query system, and shall manage data base/statistics for Army/Air Force and Navy Personnel. Accordingly, these employees shall have a strong working knowledge of the following:

- Microsoft Windows OS XP Pro
- Microsoft Word™
- Microsoft Access™
- Power Point™
- Excel™
- Delrina Form Flow
- Military terms/acronyms

The government desires five or more years of combined experience with military and civilian personnel operations and administration. Shall be computer and software literate. Shall have demonstrated leadership experience.

C.1.3.3.6. All personnel included under this contract shall be able to use the following programs expertly enough to accomplish all of the required tasks without further training:

- Microsoft Windows OS XP Pro
- Microsoft Word™
- Power Point™
- Excel™

C.1.3.3.6.1. All personnel included in this contract shall be familiar with and be able to use the following:

Common office equipment: Copiers with collating/stapling capability; fax machines; scanners and varieties of printers; computers--stand alone and in local area networks; telephonic communications to include teleconferencing; paper shredders.

Stocking office supplies, distribution and mailing pick-up and delivery, answering telephones, taking and delivering messages and other such office activities.

#### C.1.3.4. SECURITY OF CLASSIFIED ITEMS, SYSTEMS AND INFORMATION.

The contractor shall possess or obtain a facility clearance at the classification level of (b)(2)High. Contractor may apply for clearance utilizing the DD Form 254 prepared and submitted to the Contracting Officer by the user activity. The contractor shall apply for personnel security clearances for all contract personnel within 14 days after receipt of the facility clearance or within 2 days after award of the contract if the contractor possesses a facility clearance. The Department of Defense (DoD) will conduct and assume the costs for background investigations for required clearances. The contractor shall comply with the National Industrial Security Program Operating Manual (NISPOM).

C.1.4. PHYSICAL SECURITY. The contractor shall be responsible for safeguarding all Government property provided for contractor use. At the close of each work period, Government facilities, equipment and materials shall be secured.

C.1.4.1. Badge and Key Control. The contractor shall establish and implement methods of ensuring that all badges and keys issued to the contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No badges or keys issued the contractor by the Government shall be duplicated by the contractor. The COR will provide procedures covering badge and key control that shall be included in the quality control plan.

C.1.4.1.1. The contractor shall report the occurrences of a lost badges or keys to the Contracting Officer.

C.1.4.1.2. In the event of any keys lost, the contractor shall be required, upon direction of the COR, to re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the contractor. In the event a master key is lost or duplicated; the Government shall replace all locks and keys for that system and the total cost deducted from the monthly payment due to the contractor.

C.1.4.1.3. The contractor shall prohibit the use of keys issued by the government by any persons other than the contractor's employees. The contractor shall prohibit the opening of locked areas by the contractor's employees to permit entrance of persons other than contractor's employees engaged in the performance of assigned work in those areas.

C.1.4.2. Vehicle Registration. Prior to commencement of performance, the Contractor shall provide the Provost Marshal Office (PMO) with the names of all employees who will be driving a privately owned vehicle onto the installation. This documentation should include the contract number and the period of performance that is covered by the contract. The contractor shall require the employee to register any privately owned vehicles that will be driven onto Fort Bragg in performance of the contract with the PMO. The Contractor shall register all Contractor-owned vehicles with the PMO. The Contractor and its employees shall comply with all renewal and registration requirements for these vehicles. In order to register a vehicle, the driver/owner must provide proof of a valid driver's license, state inspection and

vehicle registration with proof of insurance. The Contractor will provide the PMO with updates on any new employees who will be driving a privately owned vehicle or Contractor-owned vehicle.

C.1.4.2.1. The Contractor, upon termination/completion of the contract or termination of an individual employee, shall remove vehicle registration decals from the vehicle and remnants of the decal shall be turned into the PMO. Registration and cancellation shall be accomplished at the XVIII Airborne Corps, Provost Marshal's Office, Fort Bragg, North Carolina. Contract Manager or Administrator should contact the Project Manager for Vehicle Registration, 910/432-3431 to establish specific procedures for this contract.

#### C.1.5. QUALITY CONTROL

C.1.5.1. The contractor shall establish and maintain a complete Quality Control Plan to ensure the requirements of the contract are provided as specified. One copy of the contractor's Quality Control Plan (QCP) shall be provided to the contracting officer not later than the pre-performance conference. An updated copy shall be provided to the contracting officer on the contract start date and as changes occur.

C.1.5.2. The Performance Requirements Summary (PRS):

C.1.5.2.1. The QCP shall include an internal inspection program covering all the services listed on the Performance Requirements Summary. It shall specify the areas to be inspected on either a scheduled or unscheduled basis and how often the inspections will be accomplished and the title of the individual(s) who will perform the inspection.

C.1.5.2.2. Shall describe the methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

C.1.5.2.3. On-site records of all inspections conducted by the Contractor and necessary corrective action taken shall be made available to the Government during the term of the contract.

#### C.1.6. QUALITY ASSURANCE

C.1.6.1. The Government will evaluate the contractor's performance under this contract using the method of surveillance specified by the Performance Requirements Summary at Technical Exhibit 1. The Government will record all surveillance observations. When an observation indicates defective performance, the COR will request the contract manager to initial the observation.

C.1.6.2. The Government will document the contractor's performance in a monthly Performance Evaluation Report (PER) and Receiving Report.

C.1.6.3. Performance Evaluation Meetings. The Government may require Performance Evaluation Meetings (PEM) every week during the first month of the contract, every two weeks during the next two months of the contract and not less than every quarter thereafter. Attendance of the CM, the senior instructor manager, the senior instructors, the COR and other Government personnel as deemed appropriate by the Contracting Officer is required. The COR or the CM may also request any needed unscheduled meetings. Documentation of such meetings may be appended to the PER or the next PEM.

C.1.6.4. Should the contractor not concur with the PER, the contractor shall so state any areas of non-concurrence in writing to the Contracting Officer within 10 calendar days of receipt.

C.1.6.5. Officers of the Board of Regents, Officers from USSOCOM or the respective Special Operations Commands, Officials of the NREMT, the American College of Surgeons, members of the Institutional Animal Control Use Committee, the American Heart Association, the Military Training Network, any state EMT-P licensing officials, authorities approved by the Government including military officers of the three

services might be permitted to visit classes. The COR will maintain and refer to reports documenting the observations of officials from these or other bodies recognized and allowed access by the Government. These reports may be attached to the PER as appendices.

#### C.1.7. HOURS OF OPERATION

C.1.7.1.1. Generally, preparation and teaching hours for the contract instructors and staff will be Monday through Friday, 0800 - 1700 hours with an hour for lunch each day. Some instructors may be required to participate in periodic weekend blocks of training, or specialized training/field training in an austere environment outside of those hours.

C.1.7.1.2. Since the students are military, it is possible that unforeseeable events may force sudden adjustments in a class schedule. The schedule may vary at any time, even frequently and with short notice to require instructors, Veterinarian and the Veterinarian Technician to be present for longer work days, not to exceed 16 hours in any one day but not more than 80 hours in any two week block. Duty on a Saturday or Sunday may also occasionally be required but no instructor, Veterinarian, or Veterinarian Technician shall be required more than 25 weekend days per year.

C.1.7.1.3 The contractor shall coordinate any requirement for overtime with the COR. The Government shall compensate the contractor for only COR approved overtime hours.

C.1.8. CONSERVATION OF UTILITIES. The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions, which preclude the waste of utilities, which shall include:

C.1.8.1. Lights shall be used only in areas where and when work is actually being performed.

C.1.8.2. Mechanical equipment controls for heating, ventilation and air conditioning systems shall not be adjusted by the workers.

C.1.8.3. Water faucets or valves shall be turned off after the required usage has been accomplished.

C.1.9. GOVERNMENT FURNISHED PROPERTY AND SERVICES. The Government shall provide, without cost, the facilities, equipment, materials, and/or services listed below.

##### C.1.9.1. Property

C.1.9.1.1. Facilities. The Government shall furnish and/or make available a training facility. These facilities shall be used for performance of this contract only.

C.1.9.1.2. Equipment. The Government shall provide the contract personnel, one each office desk, chair, 2-drawer file cabinet, desktop computer, and general office supplies as needed.

C.1.9.1.2.1. Equipment Inventory. Within 5 working days prior to start of the basic contract period, the contractor and government representatives shall conduct a joint inventory of all government furnished equipment to be signed for by the Contractor. The contractor shall sign in receipt of all equipment provided by the government. The contractor and government representatives shall jointly determine the working order and condition of all equipment. Items of equipment missing or not in working order shall be recorded. The government will replace missing items and repair all items not in working order. The government representative will give disposition instructions for items beyond repair. The contractor and the government representative shall certify their agreement as to the working order of the equipment. If the contractor does not participate in the inventory, the contractor shall accept as accurate the listing and stated condition of equipment provided by the government.

C.1.9.1.2.2. Obtaining Additional or Replacement Equipment. The contractor shall submit requests for additional or replacement Government furnished equipment required in the performance of the contract. The contractor shall submit such requests to the COR. The Government will determine what additional or replacement equipment can be provided under this contract. Failure of the Government to provide additional or replacement equipment does not relieve the contractor from performance under this contract.

C.1.9.1.2.3. Equipment Accountability. During the one-month period immediately prior to the end of this contract (to include option periods or extensions, if applicable) a joint inventory of equipment shall be conducted by the contractor and Government representatives. The contractor shall be liable for loss or damage to Government furnished property beyond fair wear and tear in accordance with the clause of the contract, "Government Furnished Property." Compensation shall be effected either by reduced amounts owed to the Contractor or by direct payment by the contractor, the method to be determined by the Contracting Officer. In the case of damaged property, the actual cost of repair, provided such amount does not exceed the economical repair value. In the case of loss or damage beyond economical repair to equipment, the amount of the contractor's liability shall be the depreciated replacement value of the item to be determined by the Contracting Officer. Any failure of the contractor to agree with such determination shall be treated as a dispute pursuant to the clause of this contract entitled "Disputes." See also FAR Clause 52.245-2 and DFAR Clause 252.245-7001.

C.1.9.1.2.4. Annual Government Property and Facilities Report. The Contractor shall submit an annual report of government-furnished property and facilities as of 30 September each year. The report is submitted on DD Form 1662, DOD Property in the Custody of Contractors, in duplicate, to the Contracting Officer not later than the first week of October annually. Unit prices and forms will be supplied to the contractor for completion of the report.

#### C.1.9.2. Services.

C.1.9.2.1. Utilities. The government will be responsible to ensure provision of standard utilities and climate control equipment, which may include and might not be limited to gas, electricity, water, sewage and refuse collection.

C.1.9.2.2. Postal / installation distribution. Postage, shipping and installation distribution necessary to meet the mission of this contract will be furnished by the government.

C.1.9.2.3. Telephone. The government will provide commercial telephone service for instructors. Cellular telephones may be issued to some contract personnel, as the government deems necessary. All telephone service is for business use only.

C.1.9.2.4. Custodial Service. The government will provide custodial service.

C.1.9.2.5. Refuse Collection. Will be provided by the government from a designated collection point. The contractor is responsible for transporting waste in approved collection containers to that point. The COR will identify what materials may be disposed of in standard waste and what materials shall be disposed of in accordance with security or environmental/health regulations.

C.1.9.2.6. Insect and Rodent Control. Insect and Rodent Control is the responsibility of the government.

C.1.9.2.7. Grounds Maintenance. Grounds maintenance will be provided by the government.

C.1.9.2.8. Equipment Maintenance. If any equipment needs to be repaired the contract manager will notify the COR.

C.1.9.2.9. Military Police and Fire Protection. Phone Number 911.

C.1.9.2.10. Emergency Medical Treatment. Medical services for contractor personnel are the responsibility of the contractor. However, the Government may provide, on an emergency basis, medical services for job related injuries while a contract employee is performing under this contract. Emergency medical care is available to the contractor employees at Womack Army Medical Center. For Emergency ambulance service, call 911. Such emergency medical care will be limited to those services necessary to prevent undue suffering or loss of life and will be provided only during the period of emergency. In such circumstances, action shall be taken to transfer employees of the contractor to a civilian health care provider as soon as the emergency period ends. The Contractor shall reimburse the Government for emergency medical services provided. If the invoice is not paid, cost may be off-set by the Contracting Officer against future payments to the contractor.

### C.1.9.3. Government Personnel

C.1.9.3.1. Government Personnel. The government shall identify Non-commissioned Officers who are JSOMTC staff and who will develop class rosters; arrange for student orders, billeting and coordinate travel; in-process and out-process students at the course and perform other, non-faculty functions as their commander directs. These NCO's do not work for the contractor.

C.1.9.3.2. The government will identify one NCO or Officer to serve as the Course Director (CD) for each program. The course director will assist the contractor to ensure that all necessary logistical requirements are accomplished to keep the course running. The contractor does not work for the course director.

C.1.9.3.3. Government physicians certified by the American College of Surgeons to teach Advanced Trauma Life Support will be selected by the government, to contribute to surgical subject lesson plans and may assist in teaching surgical subjects and the live-tissue laboratory. The contractor does not work for these physicians. The COR will coordinate the participation of these physicians.

### C.1.10. CONTRACTOR FURNISHED ITEMS AND SERVICES

C.1.10.1. The contractor may on his own volition, augment government equipment by supplying contractor equipment. Such augmentation is subject to the approval of the COR. Contractor retains ownership and control of any such equipment.

## C.2. DEFINITIONS, ACRONYMS AND APPLICABLE DOCUMENTS

### C.2.1. STANDARD DEFINITIONS (with the applicable acronym)

C.2.1.1. Acceptable Quality Level (AQL). The AQL is the maximum percent defective (or the number of defects per hundred units) that, for purposes of sampling inspection can be considered satisfactory.

C.2.1.2. Customer Complaint. A means of documenting certain kinds of contract service problems. A Government program that is explained to every organization that receives service under this contract which is used to evaluate a contractor's performance.

C.2.1.3. Defective Service. A service output that does not meet the standard of performance associated with it in the Performance Requirements Summary (PRS).

C.2.1.4. Government Property. All property owned by or leased to the Government or acquired by the Government under the terms of the contract. Government property includes both Government-furnished property and contractor acquired property as defined in FAR 45.101.

C.2.1.5. Lot. The total number of service outputs in a surveillance period, as defined in the Performance Requirements column of the Performance Requirements Summary (PRS).

C.2.1.6. Performance Requirement. The point that divides acceptable and unacceptable performance. In the case of surveillance by random sampling, the performance requirement is the maximum number of defectives in the random sample chosen that may occur before the Government will affect the price computation system in accordance with the Performance Requirements Summary and the Inspection of Services clause. When the method of surveillance is other than random sampling, the performance requirement is the number of defectives or maximum percent defective in the lot before the Government will effect the price computation system in accordance with the Performance Requirements Summary and the Inspection of Services clause.

C.2.1.7. Performance Requirements Summary (PRS). Identifies the key service outputs of the contract that will be evaluated by the Government to assure contract performance standards are met by the contractor.

C.2.1.8. Quality Assurance. Those actions taken by the Government to assure services meet the requirements of the Performance Work Statement (PWS) and all other service outputs.

C.2.1.9. Quality Assurance Evaluator (QAE). A Government person responsible for surveillance of contractor performance.

C.2.1.10. Quality Assurance Surveillance Plan (QASP). An organized written document used for quality assurance surveillance. The document contains specific methods to perform surveillance of the contractor.

C.2.1.11. Quality Control. Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

C.2.1.12. Random Sampling. A sampling method in which each service output in a lot has an equal chance of being selected.

C.2.1.13. Sample. A sample consists of one or more service outputs drawn from a lot. The number of outputs in the sample is the sample size.

C.2.1.14. Sampling Guide. The part of the surveillance plan, which contains all the information, needed to perform surveillance of the service output(s) by the random sampling method of surveillance.

## C.2.2. TECHNICAL DEFINITIONS PECULIAR TO THIS PWS.

(JSOMTC) Joint Special Operations Medical Training Center- The Center which trains all Military components in medical special operations.

ASAT        AUTOMATED SYSTEM APPROACH TO TRAINING

AIMS-R     AUTOMATED INSTRUCTIONAL MANAGEMENT SYSTEM-REVISED

ATTRS     ARMY TOTAL TRAINING RESOURCE SYSTEM

Advanced Cardiac Life Support - (ACLS)

American Heart Association – (AHA)

Association for Assessment and Accreditation of Laboratory Animal Care (AAALAC)

Automatic Data Processing - (ADP) equipment

Basic Life Support (BLS)

Basic Trauma Life Support (BTLS)

Command Control Communication Computers (C4)

Contract Manager – (CM)

Contracting Officer's Representative - (COR)

Emergency Medical Technician – Paramedic (EMT-P)

Emergency Medical Technician – Basic (EMT-B)

Institutional Animal Care and Use Committee (IACUC)

Military Training Network - (MTN)

National Registry of Emergency Medical Technicians (NREMT)

Permanent Change of Station - (PCS)

Pediatric Education for Pre-Hospital Professionals

Pre-Hospital Trauma Life Support - (PHTLS)

### C.2.3. APPLICABLE PUBLICATIONS AND FORMS

Publications and forms applicable to this Performance Work Statement are listed below. The publications and forms have been coded as mandatory or advisory. The contractor is obligated to follow those publications and use those forms coded as mandatory to the extent (that is, a specific procedure in a paragraph, section, chapter or volume) specified in the Performance Work Statement. The contractor shall be guided by those publications or use those forms coded advisory to the extent necessary to accomplish requirements in the Performance Work Statement. All military publications and forms listed shall be provided by the Government at the start of the contract. Supplements or amendments to listed publications from any organizational level may be issued during the life of the contract. The contractor shall immediately implement those changes in publications, which result in a decrease, or no change in the contract price.

Prior to implementing any such revision, supplement, or amendment that will result in an increase in contract price, the contractor shall notify the Contracting Officer (KO) in writing to obtain approval of the change. If necessary, the KO will request a price proposal, to be submitted within 30 calendar days from the date the contractor receives notice of the revision, supplement, or amendment giving rise to the increase in cost of performance. Failure of the contractor to submit a price proposal within 30 calendar days from the date of receipt of any change shall entitle the Government to performance in accordance with such change at no increase in contract price. It is the contractor's responsibility to ensure that all mandatory publications are posted and up-to-date. Upon completion of the contract, the contractor shall return all issued publication to the Government.

The contractor shall be bound to accomplish the tasks set forth in this Performance Work Statement and its references provided that:

(1) Should there be a conflict between or among two or more such references, those coded mandatory by the PWS shall control over those coded Advisory. Between or among those similarly coded, those issued by a higher authority shall control over those issued by a lower authority; and between or among those

issued at the same level of authority, those with a later date of issue shall control over those with earlier dates of issue.

(2) Any task set forth in any such reference which shall call for the exercise of non-delegable discretionary Government authority shall be subject to the final approval of the Government official having such authority.

C.2.3.1. REGULATIONS/REFERENCES:

C.2.3.1.1. **Data Analyst/Personnel Technician** - All are mandatory.

<u>PUBLICATION</u>	<u>TITLE</u>	<u>DATE</u>
	Table of Distribution & Allowances (TDA)	15 JUL 99
AR 600-20	Army Command Policy	07 Jun 06
AR 600-8-1	Army Casualty Program	07 APR 06
AR 600-8-6	Personnel Accounting and Strength Reporting	20 MAY 94
AR 600-8	Personnel Management	01 OCT 89
AR 614-200	Enlisted Assignments and Utilization Management	14 FEB 07
DA PAM 600-8	Management and Administrative Procedures	01 AUG 86
AR 600-8-10	Leaves & Passes	15 FEB 06
AR 600-8-11	Reassignments	01 OCT 90
AR 600-8-22	Military Awards (Type/write/review & edit)	11 DEC 06
AR 600-8-19	Enlisted Promotions and Reductions	11 DEC 06
	Military Pay Administration	
AR25-400-2	The Army Records Information Management System (ARIMS)	15 NOV 04
AR 600-8-2	Suspension of Favorable Personnel Actions (FLAGS)	12 DEC 04
AR 601-280	Army Retention Program	31 Jan 06
AR 635-200	Active Duty Enlisted	
	Administrative Separations	06 JUN 05
AR 600-9	The Army Weight Control Program	10 JUN 87

C.2.3.1.2. **Medical Instructor**- List includes mandatory and advisory publications and references.

**MANDATORY:**

<u>PUBLICATION</u>	<u>TITLE</u>	<u>DATE</u>
Title 7, United States Code. Sections 2131-2156 Public Law 89-544 Public Law 94-279 Public Law 99-198	The Laboratory Animal Welfare Act	1966
9CRF (Code of Federal Regulations)	Animals and Animal Products	1 January 1994.
DOD Directive 3216.1	Use of Laboratory Animal in DoD Programs	17 April 1995.
	Review of the Use of Animals in Department of Defense Medical Research Facilities, Inspector General, Department of Defense	February 1994
	Guide for The Care and Use of Laboratory Animals, National Research Council	1996

NIH Pub. No. 88-2959 National Institutes of Health	Institutional Administrator's Manual for Laboratory Animal Care and Use	January 1988
NIH Pub. 92-3415	Institutional Animal Care and Use Committee Guidebook, U.S. Department of Health and Human Services	
AR 70-18	(SECNAVIBNST 3990.38B; FAR 169-2; DNAINST 3216.1B; USUSHSINST 3203), The Use of Animals in DOD Programs	1 June 1984. (Change 1)
	National Registry of Emergency Medical Technicians, p140; 10-93	
DOT HS 087314	EMT-Paramedic Refresher Training Program	Dec 1988
	Current American Heart Association guidelines on Advanced Cardiac Life support (ACLS) and Basic Cardiac Life Support (BCLS).	

**ADVISORY:**  
PUBLICATION

TITLE

DATE

STP 31-18-SM-TG	(Soldier's Manual and Trainer's Guide, Career Management Field 18 Basic Tasks).	24 Oct 03
STP 31-18D34-SM-TG	(Soldier's Manual and Trainer's Guide, Military Occupational Specialty 18D Special Operations Medical Sergeant).	01 Oct 03
Program of Instruction,	Special Forces Medical Sergeant Course 011-18D30, United States Army John F Kennedy Special Warfare Center and School,.	15 Dec 95
	Current American College of Surgeons Pre-Hospital Trauma Life Support Publications.	

### C.3. REQUIREMENTS

C.3.1. GENERAL. The contractor shall provide all personnel, equipment, tools, materials, supervision and other items and services necessary to perform to the standards in this contract except as specified as government furnished property and services.

C.3.1.1. All contractor personnel shall adhere to U.S. Army, Fort Bragg, and JSOMTC rules and regulations listed in C.2.3.1. and shall exercise tact, diplomacy, and technical capability interfacing with Special Operations personnel from all service branches of the United States and foreign countries.

C.3.1.2. The contractor shall ensure a faculty-to-student ratio in didactic blocks is not less than 1 to 16; at skill stations and in live tissue laboratory not less than 1 to 4, inclusive of the Veterinarian and veterinary technician.

C.3.1.3. Clerical and other non-faculty personnel will not teach any medical block of instruction.

C.3.1.4. The contractor shall conduct or permit the Government to perform preventive maintenance checks and services (PMCS) on all Government equipment and systems employed in support of the POI. The schedule for the training and any amendments to the schedule, will be approved by the Government.

C.3.1.5. RESERVED

C.3.1.6. The contractor shall be aware of meetings, published guidance and directives of the JSOMTC, army training initiatives, relevant regulations and notices as part of the contractor effort to ensure that JSOMTC training systems are employed to support JSOMTC mission requirements.

C.3.1.7. The contractor shall alert the COR to any training/system deficiencies that may have either short-term or long-range impact on the ability of the government to accomplish its training objectives. The contractor may elect to prepare technical studies to address improvement concepts, cost-benefit analysis and to make recommendations.

C.3.1.8. The contractor may design and develop electronic training aids in support of JSOMTC training objectives.

C.3.1.9. Travel Reimbursement. Shall be paid in accordance with the Joint Federal Travel Regulation (JFTR), FAR and associated cost principles. In order to be reimbursed for contract employee travel expenses the following supporting documentation shall be provided to the USASOC Contracting Office. The contractor is to provide the information that is applicable to the specific travel performed.

C.3.1.9.1. Document from the Government requiring the travel referencing the individual(s) to travel, the location and date(s) required.

C.3.1.9.2. Paid receipt for airline tickets. Tickets shall be purchased using the most economical rates available for the required travel that allows for mission support.

C.3.1.9.3. Paid receipt for hotel expenses. Costs for meals, movies, etc. must be billed separately. They can appear on the hotel receipt but will not be treated as hotel costs. Applicable taxes may be included in the request for reimbursement of hotel expenses.

C.3.1.9.4. Paid receipts for rental cars, if authorized by the tasking document provided by the Government. Efforts to obtain the most economical rates should be taken.

C.3.1.9.5. Any other paid receipts for expenses exceeding \$75.00 each should be provided and explained.

C.3.1.9.6. Meals and Incidentals will be paid in accordance with corporate policy, but not to exceed the limits in the Joint Travel Regulation (JTR).

C.3.1.9.7. POV mileage information.

C.3.2. Faculty.

C.3.2.1. Contract Manager (CM). The CM is responsible for the performance of the work and may be one of the instructors. The name of this person and an alternate(s) who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer not later than the contract start date. The Senior Instructor shall be one of the "working" contract employees with experience working with military personnel, to include senior military officers; general manager experience and prior contract experience. Is responsible for all exercises, and instruction performed by contract personnel. Ensures instructors are qualified for the classes/course they instruct. Responsible for contract employee compliance with the security requirements of C.1.4. Coordinates with subject matter experts (SME) teaching specific skill blocks of instruction

**C.3.2.2. Senior Instructor Manager (SIM).** The Senior Instructor Manager shall be one of the working contract instructors. This instructor shall be responsible for the quality of all contract instruction. Shall perform the role of the CM in his absence.

**C.3.2.1. Instruction Management for JSOMTC.** The Contractor shall:

- Be responsible for supporting the daily operations of JSOMTC, to include all exercises, and instruction.
- Provide input to the Government on budgeting.
- Maintain, update, proofread and recommend changes to program lesson plans to include class content.
- Ensure instructors are qualified for the classes/courses they instruct.
- Be responsible for contract employee compliance with the security requirements of C.1.4.
- Maintain adequate supplies on hand to conduct course and exercises.
- Advise military on development and implementation of course material.
- Provide for planning and executing future classes and exercises.
- Provides input to the Government on doctrine development and changes, and curriculum updates.
- Ensure an individual is designated in writing to perform these functions during all hours of performance.

**C.3.2.2. Instruction (includes Instruction Management).** The Contractor shall:

- develop/implement lesson plans
- coordinate classes
- assemble and maintain all material pertaining to blocks of instruction including lesson plans, visitors folder, etc.
- conduct hands-on training
- coordinate with subject matter experts (SME) teaching blocks of instruction in their area.

**C.3.2.2.1.** With the approval of the Government, guest teachers (SMEs) from the active duty and retired military services or civilian consultants may teach a specifically approved class.

**C.3.2.2.2.** Occasionally minor schedule adjustments such as exchanging the order of particular classes on a particular day; but no change in the numbered order of class days may be made. Instructors shall coordinate all changes with the COR PRIOR to implementation. For example, classes scheduled for day 3 shall be completed on day 3, which follows day 2 and precedes day 4. Additionally, the duration of classes shall not be changed, (shorten or lengthen a lecture scheduled for 2 hours except as described in the PWS). No part of the schedule for live tissue laboratory shall be changed without approval of the Course Director.

- teach prescribed classes, skill stations, and the live-tissue laboratory
- Contractor employees shall be able to accomplish the following automation tasks:
  - Create tables/maintain data and query system.
  - Develop educational and command slide presentations.
  - Perform data base/statistics compilation and analysis.
  - Manage educational program administrative requirements.
  - Perform Internet searches and electronic mail.
- Work effectively in an austere field training environment for up to 12 hours conducting up to five cross country movements per day over a distance of up to 400 meters each. No specialized equipment is required for this field training. The government will provide transportation to and from the training site. Contract employees shall provide their own environmental clothing and meals.
- All functions shall be performed IAW the regulations/publications at C.2.3.1.4.

**C.3.2.2.3. Advanced Medical Instruction (AMI).** In addition to instructor requirements, the Advanced Medical Instructors shall:

-Serve as primary teaching staff in four concurrently run medical curriculum programs. They shall serve as the subject matter experts for technical accuracy and quality of subject matter presentation in the SFMS course with primary teaching responsibility in those classes and as primary instructors in ongoing cadre medical continuing education lectures and demonstrations. They shall also serve as assistant instructors in classes where they do not have primary teaching responsibility.

Perform duties of assistant instructors and technical consultants and advisors during surgical and live-tissue blocks of instruction and demonstration.

Perform as technical consultants and advisors for content and quality of presentation in the SOCM course, and as SMEs for those classes in SOCM and SOCMSSC whose content closely matches the subject matter for which he (the AMI) has primary responsibility in SFMS. They shall guest lecture in SOCM when available after coordination through program directors.

Prepare all facets of lesson plans in cooperation with the course director per SWCS guidance and standards, to include developing and implementing practical exercises and learning activities. Each instructor will bear primary teaching responsibility for those classes he prepares.

In addition to large group classroom instruction, the contractor personnel, shall provide small group instruction for cadre professional development. Such instruction will include discussion and demonstration of advanced clinical diagnostic techniques and methods, diagnostic technology, and documentation in preparation for cadre clinical rotations.

Consult with outside SMEs on technical issues. SMEs may be invited to guest lecture with director approval, but primary teaching responsibility and duty will remain with the AMI.

Assist in the recommendation and evaluation of new or emerging medical technology for the field. Evaluation shall be done within the facility or compound.

AMIs shall serve as informal cadre and student mentors in professional medical matters and on military issues as experience allows. They shall perform as consultants to cadre faculty advisors and as student counselors on an as-needed basis.

They shall serve as consultants to the course directors during scheduled or ad hoc sessions. They may be requested to sit as medical technical consultants and advisors on review boards, and as consultants to the course directors on academic panels.

The veterinarian certified AMI shall be the primary instructor for SOFMSSP live tissue training, with all inherent administrative and operational responsibilities of an attending veterinarian. In addition, he shall instruct other classes within his scope of expertise with priority to SOCMSSC. He will supervise the SOF-P Veterinarian Technician in the conduct of his duties. He/she shall participate in Institutional Animal Care and Use Committee (IACUC) and other animal care activities as required. He/She shall provide other support to the Veterinary Section as time allows.

### C.3.3. Contractor Support

**C.3.3.1. Data Analyst/Personnel Technician-** The Data Analyst/Personnel Technician shall provide administrative functions in support of 100-150 permanent party instructors and staff. Functions include but not limited to:

- Processing pay inquiries,
- Preparing NCOER/OER,
- Processing/tracking Leaves,
- Requesting, receiving and processing orders TDY/PCS, Promotions, Awards,
- Distribution and Mail, Personnel reports/status,
- Preparing statistics for briefings,
- Advising the command on current personnel matters
- Creating tables and maintaining data and query systems,

-Managing data base/statistics for Army/Air Force and Navy Personnel.

Many of these functions have a normal distribution but many may surge as a result of specific events (change of command, block leave etc).

**C.4. Contractor Manpower Reporting (CMR)** - The contractor shall input the required information into the database at <https://contractormanpower.army.pentagon.mil>. The reporting period is the period of performance not to exceed 12 months ending September 30th and is an annual requirement for those contracts that exceed one year. Data may be entered into the Contractor Manpower Reporting (CMR) system at any time during the contract's period of performance, however, data must be accurate and complete and entered into the CMR during the data gathering period of 1 October through 31 October for every year, or part of a year, for which the contract is in force. Additional information is available in the User's Manual, FAQs, and help desk identified on the website noted above.

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0001AF	Destination	Government	Destination	Government
0001AG	Destination	Government	Destination	Government
0001AH	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1001AA	Destination	Government	Destination	Government
1001AB	Destination	Government	Destination	Government
1001AC	Destination	Government	Destination	Government
1001AD	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
1005	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2001AA	Destination	Government	Destination	Government
2001AB	Destination	Government	Destination	Government
2001AC	Destination	Government	Destination	Government
2001AD	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government
2005	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3001AA	Destination	Government	Destination	Government
3001AB	Destination	Government	Destination	Government
3001AC	Destination	Government	Destination	Government
3001AD	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
3004	Destination	Government	Destination	Government
3005	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4001AA	Destination	Government	Destination	Government
4001AB	Destination	Government	Destination	Government

4001AC Destination	Government	Destination	Government
4001AD Destination	Government	Destination	Government
4002 Destination	Government	Destination	Government
4003 Destination	Government	Destination	Government
4004 Destination	Government	Destination	Government
4005 Destination	Government	Destination	Government
4006 Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4

Inspection Of Services--Fixed Price

AUG 1996

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-DEC-2008 TO 31-JUL-2009	N/A	JSOMTC [b3/b6] JOINT SPECIAL OPERATIONS MEDICAL TRAINING BLDG [b3/b6] FORT BRAGG NC 28310 [b3/b6] FOB: Destination	W90YCG
0001AA	POP 01-DEC-2008 TO 30-APR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
0001AB	POP 01-DEC-2008 TO 30-APR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
0001AC	POP 01-DEC-2008 TO 30-APR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
0001AD	POP 01-DEC-2008 TO 30-APR-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
0001AE	POP 01-MAY-2009 TO 31-JUL-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
0001AF	POP 01-MAY-2009 TO 31-JUL-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
0001AG	POP 01-MAY-2009 TO 31-JUL-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
0001AH	POP 01-MAY-2009 TO 31-JUL-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
0002	POP 01-DEC-2008 TO 31-JUL-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
0003	POP 01-DEC-2008 TO 31-JUL-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
0004	POP 01-NOV-2008 TO 30-JUN-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
0005	POP 01-NOV-2008 TO 30-JUN-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG

0006	POP 01-NOV-2008 TO 30-NOV-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
1001	POP 01-AUG-2009 TO 31-JUL-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
1001AA	POP 01-AUG-2009 TO 31-JUL-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
1001AB	POP 01-AUG-2009 TO 31-JUL-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
1001AC	POP 01-AUG-2009 TO 31-JUL-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
1001AD	POP 01-AUG-2009 TO 31-JUL-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
1002	POP 01-AUG-2009 TO 31-JUL-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
1003	POP 01-AUG-2009 TO 31-JUL-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
1004	POP 01-AUG-2009 TO 31-JUL-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
1005	POP 01-AUG-2009 TO 31-JUL-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
2001	POP 01-AUG-2010 TO 31-JUL-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
2001AA	POP 01-AUG-2010 TO 31-JUL-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
2001AB	POP 01-AUG-2010 TO 31-JUL-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
2001AC	POP 01-AUG-2010 TO 31-JUL-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
2001AD	POP 01-AUG-2010 TO 31-JUL-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
2002	POP 01-AUG-2010 TO 31-JUL-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
2003	POP 01-AUG-2010 TO 31-JUL-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
2004	POP 01-AUG-2010 TO 31-JUL-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG

2005	POP 01-AUG-2010 TO 31-JUL-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
3001	POP 01-AUG-2011 TO 31-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
3001AA	POP 01-AUG-2011 TO 31-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
3001AB	POP 01-AUG-2011 TO 31-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
3001AC	POP 01-AUG-2011 TO 31-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
3001AD	POP 01-AUG-2011 TO 31-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
3002	POP 01-AUG-2011 TO 31-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
3003	POP 01-AUG-2011 TO 31-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
3004	POP 01-AUG-2011 TO 31-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
3005	POP 01-AUG-2011 TO 31-JUL-2012	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
4001	POP 01-JUL-2012 TO 30-JUN-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
4001AA	POP 01-AUG-2012 TO 31-JUL-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
4001AB	POP 01-AUG-2012 TO 31-JUL-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
4001AC	POP 01-AUG-2012 TO 31-JUL-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
4001AD	POP 01-AUG-2012 TO 31-JUL-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
4002	POP 01-AUG-2012 TO 31-JUL-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
4003	POP 01-AUG-2012 TO 31-JUL-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
4004	POP 01-AUG-2012 TO 31-JUL-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG

4005	POP 01-AUG-2012 TO 31-JUL-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG
4006	POP 01-JUL-2013 TO 31-JUL-2013	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W90YCG

CLAUSES INCORPORATED BY REFERENCE

52.242-15

Stop-Work Order

AUG 1989

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AB: 978010056SA08J5090018181NZ000252G58KJDGW90YCG7242J002KJDG58S31007

AMOUNT: (b)(4)

CIN W90YCG7242J0020001A: \$0.00

CIN W90YCG7242J0020004A: \$0.00

CIN W90YCG7242J0020005A: \$0.00

CIN W90YCG7242J0020006A: \$0.00

CIN W90YCG7242J0020011AA: (b)(4)

CIN W90YCG7242J0020011AB: (b)(4)

CIN W90YCG7242J0020011AC: (b)(4)

CIN W90YCG7242J0020022: (b)(4)

CIN W90YCG7242J0020033: (b)(4)

AC: 979010056SA08J5090018181NZ000252G58KJDGW90YCG8144J001KJDG58S31007

AMOUNT: (b)(4)

CIN W90YCG8144J0010001AD: (b)(4)

CIN W90YCG8144J0010001AE: (b)(4)

CIN W90YCG8144J0010001AF: (b)(4)

AD: 978010056SA08J5090018181NZ000252G58KJDGW90YCG8220J031KJDG58S31007

AMOUNT: (b)(4)

CIN W90YCG8220J0310001AC: (b)(4)

AE: 979010056SA08J5090018181NZ000252G58KJDGW90YCG8220J002KJDG58S31007

AMOUNT: (b)(4)

CIN W90YCG8220J0020001AG: (b)(4)

CLAUSES INCORPORATED BY REFERENCE

252.232-7003

Electronic Submission of Payment Requests

MAR 2007

CLAUSES INCORPORATED BY FULL TEXT

5652.228.9000 REQUIRED INSURANCE (2003) Section G

The kinds and minimum amounts of insurance required in accordance with 52.228-5 "Insurance-Work on a Government Installation" are as follows:

TYPE	AMOUNT
Automobile Bodily Injury Liability	\$200,000 per person
Bodily Injury Liability	\$500,000 per occurrence
Property Damage	\$20,000 per occurrence
General Liability	\$500,000 per occurrence

Property Damage Liability	As required by federal and State Statutes
Workers Compensation & Occupational Disease	As required by federal and State Statutes
Employer's Liability	\$100,000

5652.232-9003 Paying Office Instructions (2005) Section G

(a) The Primary Contracting Office Point of Contact is:

[b3/b6]  
DCS, Acquisitions and Contracting  
HQ US Army Special Operations Command  
ATTN: AOCO  
2929 Desert Storm Drive (Stop A)  
Fort Bragg, NC 28310-9110  
[b3/b6]  
FAX [b3/b6]  
[b3/b6]

(b) The Contracting Officer's Representative is: [b3/b6] JSOMTC. [b3/b6]

(c) Payment will be made by the office designated in Block 12 on Standard Form 26, Block 25 on Standard Form 33, or Block 15 on DD form 1155, or otherwise designated paying office. Invoice(s) should be forwarded directly to the designated paying office, with a copy to the COR.

(d) Payment to the contractor shall be mailed via EFT.

(end of clause)

5652.232-9004 Distribution of Vouchers/Invoices (2005) Section G

Alternate I

(a) The contractor shall simultaneously forward vouchers/invoices as called for in the contract to the following government representatives at the address(s) provided upon contract award:

1. The address located in block 25 of the SF 33, using Wide Area Workflow (WAWF)
2. Contracting Officer/Administrative Contracting Officer identified in block 24 of the SF33.
3. Contracting Officer's Representative: Identified at the time of award.

(b) The contract completion voucher shall be submitted to: the Contracting Office identified in Block 26 of the SF33.

(c) Transmission of multiple copies of vouchers/invoices to one electronic address is not required when electronic submission of vouchers/invoices is required by the contract.

(end of clause)

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## 5652.204-9003 Disclosure of Unclassified Information (2006) Section H

a. On September 21, 2001, the Department of Defense designated Headquarters US Special Operations Command (USSOCOM) a sensitive unit, as defined by Title 10 United States Code (USC) Section 130b (10USC 130b). In keeping with this designation, unclassified information related to USSOCOM military technology acquisitions managed by USSOCOM or any of its component commands, will be designated Controlled Unclassified Information (CUI). As such, the contractor hereby unequivocally agrees that it shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document, contractor's external website, newspaper, magazine, journal, corporate annual report, etc.), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval. Furthermore, any release of information which associates USSOCOM, Special Operation Forces (SOF), or any component command with an acquisition program, contractor, or this contract is prohibited unless specifically authorized by USSOCOM.

b. Request for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The contractor shall submit the request to the Contracting Officer at least 45 days before the propose date for release for approval. No release of any restricted information shall be made without specific written authorization by the Contracting Office.

c. The Contractor shall include a similar requirement in each subcontract under this contract. Subcontractors shall submit request for authorization to release through the prime contractor to the Contracting Officer.

d. The Contractor further understands that Title 18 USC Section 701 specifically prohibits the use of the USSOCOM emblem or logo in any medium (e.g., corporate website, marketing brochure, news paper, magazine, etc.) unless authorized in writing by USSOCOM. Forward any request to use the USSOCOM emblem or logo through the Contracting Officer.

(end of clause)

## CLAUSES INCORPORATED BY FULL TEXT

## 5652.252-9000 NOTICE OF INCORPORATION OF SECTION K (1998) Section I

Section K, Certifications and Representations, of the solicitation will not be distributed with the contract; however, Section K is hereby incorporated by reference.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	NOV 2006
52.222-50	Combating Trafficking in Persons	APR 2006
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.233-1	Disputes	JUL 2002

52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.209-7005	Reserve Officer Training Corps and Military Recruiting on Campus	JAN 2000
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within anytime prior to contract expiration.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor anytime prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 62 months.

(End of clause)

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

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Data Analyst / Personnel Technician - \$17.67 / \$26.15

Instructor - \$37.27 / \$26.15

(End of clause)

#### 52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

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

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

## 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

## (a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 5 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All

directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

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

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

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

5652.201-9002 Authorized Changes Only by Contracting Officer (2005)

The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as part of this contract. Except as specified herein, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause in Section I. In the event the Contractor effects any change at the direction of any person other the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof. The address and telephone number of the Contracting Officer is

b3/b6

DCS, Acquisitions and Contracting  
HQ US Army Special Operations Command  
ATTN: AOCO  
2929 Desert Storm Drive (Stop A)  
Fort Bragg, NC 28310-9110

b3/b6

FAX b3/b6

(end of clause)

5652.237-9000 Contractor Personnel Changes (1998) Section I

(a) The contractor shall have the right to remove his personnel assigned to perform the tasks hereunder and to substitute other qualified personnel provided that the Contracting Officer is notified of such removal and replacement. The contractor shall notify the Contracting Officer prior to such change, giving the new employee's name, security clearance and technical qualifications.

(b) Any removals or replacements for the convenience of the contractor shall be at no additional cost to the Government. Cost to be borne by the contractor include but are not limited to time of travel, travel and training costs for replacement personnel.

(c) Removals or replacements of contractor personnel shall be considered for the convenience of the contractor except when such removal is for:

- (1) employees removed as a result of cancellation or completion of the contract,
- (2) employees replaced due to death or incapacitating illness or injury,
- (3) or employees removed or replaced at the Government's request.

(d) If any employee removes him/herself from the employ of the contractor, such removal will be at no additional cost to the Government.

#### 5652.237-9001 Key Personnel Requirements (2003) Section I

(a) Certain experienced professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. Such personnel are defined as "Key Personnel" and are those persons whose resumes were submitted for evaluation of the proposal. The contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with the following:

1) If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall, subject to the concurrence of the Contracting Officer or an authorized representative, promptly replace personnel with personnel of equal ability and qualifications.

2) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute, and any other information requested by the Contracting Officer. The Contracting Officer shall promptly notify the contractor of approval or disapproval in writing.

(b) If the Contracting Officer determines that suitable and timely replacement of Key Personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair successful completion of the contract, the Contracting Officer may terminate the contract for default or for the convenience of the Government, as appropriate, or make an equitable adjustment to the contract to compensate the Government for any resultant delay, loss or damage.

(c) The follow positions are identified as Key Personnel:

Advanced Medical Instructor  
SOF Paramedic Instructor (SOF-P)  
Data Analyst/Personnel Technician

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

TECHNICAL EXHIBIT #8

DD Form 254

Due to the inability to incorporate PDF files, the DD254 will be provided as a separate attachment.

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit 1	Performance Requirements Summary		
Exhibit 2	Quality Assurance Surveillance Plan (QASP)		
Exhibit 3	Past Performance Matrix	Removed after Award	
Exhibit 4	Government Furnished Property (GFP)		
Exhibit 5	Wage Determination		
Exhibit 6	CDRLS (DD Form 1423)		
Exhibit 7	Disclosure of Lobbying Activities	Removed after Award	
Exhibit 8	DD FORM 254		

TECHNICAL EXHIBIT #1  
**PERFORMANCE REQUIREMENTS SUMMARY**

**1. PERFORMANCE REQUIREMENTS SUMMARY (PRS).** The PRS charts at the end of this exhibit:

1.1. List those PWS requirements (column 1) which are paid for on the basis of a payment computation system specified in paragraph 4 of this technical exhibit. The absence from this Performance Requirements Summary (PRS) of any contract requirement, however, shall not detract from its enforceability or limit the rights or remedies of the Government under any other provision of the contract, including the clauses entitled "Inspection of Services" and "Default."

1.2. Define the standard of performance for each listed service (column 2).

1.3. Set forth the maximum allowable deviation from perfect performance for each listed service. Performance Requirement (column 3), that may occur before the Government will invoke the payment computation formula resulting in a payment of less than 100% of the maximum payment for the listed service.

1.4. Define the lot used as the basis for surveillance or for payment computation purposes (column 5).

1.5. Set forth the primary surveillance methods the Government will use to evaluate the contractor's performance in meeting the contract requirements (column 6).

1.6. Set forth the percentage of the contract price that each listed contract requirement represents (column 7).

**2. GOVERNMENT QUALITY ASSURANCE.** Contractor performance will be compared to the contract standards and performance requirements using the Quality Assurance Surveillance Plan (QASP).

2.1. The Government may use a variety of surveillance methods to evaluate the contractor's performance. Only one method will be used at a time to evaluate the contractor's performance. Only one method will be used at a time to evaluate a listed service during an inspection period for payment computation purposes. This does not diminish the authority of the Government under the Inspection of Services Clause. The methods of surveillance that may be used are:

2.1.1. Random sampling of recurring service outputs using the selective sampling plans of MIL-STD-105E.

2.1.2. Periodic surveillance of output items (daily, weekly, monthly, quarterly, semiannually, or annually) as determined necessary to assure a sufficient evaluation of contractor performance.

2.1.3. Customer complaints.

2.1.4. 100% Inspection.

**3. CRITERIA FOR EVALUATING PERFORMANCE.** Performance of a listed service will be accepted and paid for at the maximum payment percentage specified in column 5 of the PRS when the number of defectives found by the COR during contract surveillance does not exceed the number of defectives allowed by the Performance Requirement in column three. When the Performance Requirement is exceeded, the contractor shall complete Block 9 and 10 of a Contract Discrepancy Report (CDR). The contractor shall explain in writing why performance was unacceptable, how performance will be returned to

acceptable levels, and how recurrence of the problem will be prevented in the future. The Contracting Officer will evaluate the contractor's explanation and determine if full payment, partial payment, or the contract termination process is applicable. The contractor's payment for services rendered will be calculated as stated in paragraph four. The Government specifically reserves the right to make a temporary partial payment for services performed, calculated as stated in paragraph 4, prior to receipt and evaluation of the contractor's response to a CDR.

### 3.1. DETERMINING THE NUMBER OF DEFECTIVES THAT WILL CAUSE LESS THAN MAXIMUM PAYMENT.

3.1.1. When the method of surveillance of a service is random sampling, the performance requirement indicates the number of defectives that when exceeded will result in the contractor receiving less than maximum payment.

3.1.2. When the method of surveillance is not random sampling, the number of defectives that will cause less than a maximum payment will be determined as follows:

3.1.2.1. If the Performance Requirement is a constant number of defectives (for example, 2 defectives), the Performance Requirement plus one or more additional defectives will cause less than maximum payment (for example, 3 defectives).

3.1.2.2. If the Performance Requirement is a percentage value, it is multiplied by the lot size to determine the number of defectives that will allow maximum payment. If the resulting value has a decimal it will be rounded to the next higher whole number if the decimal is .5 or greater and to the lower whole number if the decimal is less than .5. One or more additional defectives will cause less than the maximum payment.

### 3.2. ACCEPTANCE OF REPERFORMANCE OR LATE PERFORMANCE.

3.2.1. Except as otherwise provided by this Section 3.2., the services required by this contract are of such a nature that defective or incomplete performance disclosed by Government inspection is not subject to correction by reperformance or late performance, and the contractor shall not be required or entitled to reperform, perform late, or otherwise correct defective services for the purpose of improving an existing inspection rating or avoiding a reduction in the full contract price.

3.2.2. At the sole election of the Government and upon notification to the contractor, the contractor may be required to reperform or perform late any or all defective work disclosed by Government inspection including defective and incomplete performance. Where the Government so elects, the contractor shall be notified promptly after inspection that specified defective services will be reperformed or performed late, and completed within a reasonable time specified by the Government. In such cases, the Government shall re-inspect work designated for reperformance or late performance, and the contractor may be held liable for any damages sustained by the Government including, for example, the costs associated with re-inspection.

3.2.2.1. Where the Government requires reperformance or late performance solely of sample defective service disclosed by random sampling inspection, the contractor's original inspection results shall not be modified upon reinspection since the sample reflects only a portion of the service lot. Instead, if the Performance Requirement is exceeded for that performance period, any payment computation shall include a credit for reperformance or late performance of sample defective service during that period according to the payment computation method described in paragraph 4.2.1.1.

3.2.2.2. Where the Government requires reperformance or late performance of all defective service in a lot, the contractor shall resubmit the entire service lot for reinspection. If reinspection is conducted by random sample, a new random sample will be employed. Upon reinspection, the original inspection results shall be revised to reflect the resubmitted service lot.

#### 4. CONTRACTOR PAYMENT.

4.1. For performance of a service that does not exceed the Performance Requirement, the contractor shall be paid the percentage of the monthly contract line item price indicated in column 5 of the attached PRS.

4.2. If performance of a service exceeds the PRS, the Government will not pay the full percentage in column 5 for that service.

4.2.1. The payment for listed services, which exceed the Performance Requirement will be calculated as follows:

4.2.1.1. For services surveilled by sampling, the maximum contract payment per month is multiplied by the maximum payment percentage for the service to determine the maximum payment for acceptable service. This payment is multiplied by the percentage of the sample found acceptable to determine the percentage of the contract price that the contractor will be paid for the listed service. The total number of defectives found, not just those in excess of the reject level, are used to determine the percentage of the sample found unacceptable. The percentage of the sample found unacceptable subtracted from 100 percent determines the percentage of the lot found acceptable. Sample defectives that are corrected will effect a credit as specified in paragraph 5.1.1.

4.2.1.2. For services surveilled by periodic inspection, customer complaint, or management information system report, the maximum payment percentage for the service in column 5 of the PRS is multiplied by the percentage of the lot found acceptable. The resulting percentage is the percentage of the monthly contract price that the contractor will be paid for the listed service. The total number of defectives found, not just the defectives in excess of the reject level, are used to determine the percentage of the lot found unacceptable. The percentage of the lot found unacceptable subtracted from 100 percent determines the percentage of the lot found acceptable.

4.2.1.3. For those services that are performed less frequently than monthly, surveillance and computation of the contractor's payment will be made during or immediately following the month when that service is performed. The payment computation will be determined for the entire period since the last surveillance and will be based upon the total maximum payment available for the entire period since the last surveillance. Should computation of the contractor's payment result in an amount less than has already been paid for the preceding month(s) of the period since the last surveillance, the Government will deduct the overpayment from the current month's invoice.

#### 5. EXAMPLES OF PAYMENT COMPUTATIONS.

5.1. For services surveilled by random sampling:

5.1.1. Assume a Performance Requirement of 3, a corresponding sample size of 25, a lot size of 500 units and that 10 defectives were found by the COR. The payment computation would be as follows:

1. Maximum contract line item payment per month	\$10,000
2. Maximum payment percentage of the service (col. 5, PRS)	_____5%
3. Maximum payment for acceptable services	\$ 500
4. 10 defectives exceeds PRS of 3 defectives.	
5. Percentage of sample found unacceptable = 40% (10/25, or defectives divided by sample size X 100)	
6. Percentage of sample found acceptable	60%

- (100% - line 5)
7. Credit for one defective corrected in sample = 2%  
(Samples corrected divided by lot size X 100)
  8. Acceptable percentage 60.2%  
(Line 6 + Line 7)
  9. Payment for percentage of acceptable services \$ 301  
(Line 3 times Line 8)

5.2. For services not surveilled by sampling:

5.2.1. Assume a performance requirement of 5%, a lot size of 50 units, and that five defectives were found by the COR. The payment would be computed as follows:

1. Maximum contract line item payment per month \$10,000
2. Maximum payment percentage for the service (col. 5, PRS) 4%
3. Maximum payment for acceptable services \$ 400
4. 5 defectives exceeds reject level of 3 defectives.  
(5% of lot size of 50 = 2.5 defectives rounded up to 3)
5. Percentage of lot found unacceptable = 10%  
(5 defectives divided by lot size of 50 X 100)
6. Percentage of lot found acceptable = 90%  
(100% - line 5)
7. Payment for percentage of acceptable service \$ 360  
(Line 3 times Line 6)

5.3. For those areas surveilled less often than monthly. (NOTE: Use if applicable to this PWS.)

5.3.1. If the monthly contract cost is \$10,000 and the surveillance is semiannual, then the contractor's payment is computed as follows. Assume a Performance Requirement of 5%, and a defective percentage of 10% is discovered during scheduled surveillance. Also assume the percent of the total contract line item price for the service is 4%.

1. Monthly contract line item payment \$10,000
2. Number of months represented by the period since the last surveillance X 6
3. Total Maximum payment for the period \$60,000
4. Percent of monthly contract line item price (4%) X .04
5. Total Maximum payment for the service \$ 2,400
6. Percentage good (100% - 10%) X .90
7. Contractor's payment for the period \$ 2,160
8. Amount previously paid during the period - \$ 2,000  
(5 months X \$400)
9. Payment to the contractor this month \$ 160

5.3.2. When the Contractor has already been paid in previous months more than the computed payment for the period, use the following computation. If the monthly contract cost is \$10,000 and the surveillance is semiannual, then the contractor's payment is computed as follows. Assume a Performance Requirement of 10%, and a defective percentage of 25% is discovered during scheduled surveillance. Also assume the percent of the total contract line item price for the service is 4%.

1. Monthly contract line item payment \$10,000
2. Number of months represented by the period since the last surveillance X 6
3. Total Maximum payment for the period \$60,000

4. Percent of monthly contract line item price (4%)	X .04
5. Total Maximum payment for the service	\$ 2,400
6. Percentage good (100% - 25%)	X .75
7. Contractor's payment for the period	\$ 1,800
8. Amount previously paid during the period (5 months X \$400)	- \$ 2,000
9. Payment to the contractor this month	\$ 0
10. Reduction from current invoice due to overpayment (to be set off against amounts due for other services)	\$( 200)

NOTE: APPLY CREDIT IF APPROPRIATE AS SPECIFIED IN PARAGRAPH 3.2.2. AND ILLUSTRATED IN PARAGRAPH 5.1.1.

## JSOMTC PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Section C Paragraph Number	Standard	Correction Level Required	Maximum Allowable Degree of Deviation From Requirement (AQL)	Method of Surveillance	Proportion of Required Service Contract Price
Maintenance of training systems and equipment	C.3.1.4.	PMCS completed before use. Logs kept of maintenance or repair actions.	Immediately inspect and repair faulty equipment	2 missing logs entries per quarter	Spot inspection	1%
Adhere to government produced training schedule	C3.2.2.	Classes in the correct sequence according to the POI, and on the proper day.	Schedule change with approval of Course director	None	Weekly training meeting	1%
Assemble and maintain all materials pertaining to block of instruction	C.3.2.2.	Materials available during block of instruction.	Materials available within one hour of request	Materials unavailable once per quarter for each instructor	Spot inspection	1%
Ensure that all live tissue training is within IACUC expectations	C.3.2.3.	According to the published IACUC guidance.	According to the published IACUC guidance	None	Quarterly and Annual inspections	5%
Ensure primary group hand receipts are properly maintained	C.3.3.1.	Commander's inventories complete by end of each month.	3 days late	Late once annually	Monthly report	1%
Ensure group sub hand receipts are properly maintained	C.3.3.1.	Sub hand receipt holder HR's updated by end of each month.	3 days late	Late once annually	Monthly report	1%
Prepare military evaluation report	C.3.3.1.	ER's which are free from errors and sent to higher on or before the due date.	Letter of lateness if turned in late. Correct errors to ER.	5% of ER's may be returned for corrections	Inspection of Perstat records. CIP inspection	1%
Maintain course database	C.3.3.1.	Maintain current student course records	Update database within one	none	Quarterly and Annual Inspection	2%

		in database.	week of new status on a student.			
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TECHNICAL EXHIBIT #4

LINE	NSN	NOMENCLATURE
70062N	6720-01-D08-2995	Camera Digital
70062N	6720-01-D08-4128	Sony Mavica
70162N	7025-01-D09-1836	Dauler In 1224
70162N	7010-01-D09-3490	Scantron Scanmar
70162N	7035-01-D09-1833	35MM Video NYT
70162N	7035-01-D09-8352	Scanner OpSCAN 6
70162N	7730-01-D10-5394	Hew Pack 6250
70182N	7730-01-D10-0248	CD player Pioneer
70201N	5999-01-D08-7224	Panasonic DMR
70209N	7010-01-D09-8356	Dell Optiplex
70213N	7025-01-D09-6516	Compaq Proliant
70215N	7025-01-D09-7716	Quadrapro LX
70236N	7025-01-D09-3793	Hew Pack 2100 TN
70249N	5836-01-D08-4081	VCR Panasonic
93839N	6910-01-D08-5902	Adult CPR Manikin
DD0006	7025-01-C00-6891	Access Control Sys
FA3605	5836-01-C02-5159	Digital Video Rec
FG6589	6665-01-112-1644	Simulator, Detector
FJ254Y	7025-01-C02-6400	Desktop HPD530
NA1509	6515-01-C00-5013	Defibrillator Mon.
XA1024	6910-01-C02-4566	Manikin Code Meg
XA1089	6910-01-C02-5270	Manikin Adult Pel
29999D	6545-01-D08-7399	Life Pack 500
70217N	5815-01-D08-2916	Facsimiles Brother
99100N	9430-01-D10-7323	Typewriter IBM
70213N	7025-01-D09-6516	HP Proliant DL360
70210N	7010-01-D09-8202	IBM Laptop
70215N	6515-01-515-4197	Defib/Monitor
AA0040	1670-01-D06-0321	Amlifier Davis
95151N	6910-01-D08-0927	Manikin CPR
MM014	6910-01-D08-2299	CPR Newborn
94888N	7730-01-D10-0322	Laminating Mach

TECHNICAL EXHIBIT #5

Wage Determination NO: 2005-2393, REVISION NO: 7 ,dated 05/29/2008 applicable to this requirement. Wage Determinations may be downloaded from the following websites: <http://www.wdol.gov> or <http://servicecontract.ntis.gov>

TECHNICAL EXHIBIT #6

TECHNICAL EXHIBIT #2**QUALITY ASSURANCE SURVEILLANCE PLAN  
FOR  
INSTRUCTOR AND SUPPORT SERVICES****INTRODUCTION**

1. This Quality Assurance Surveillance Plan (QASP) has been designed to provide the Contracting Officer's Representative (COR) an effective and systematic surveillance method for each listed service on the Performance Requirements Summary in the Instructor and Support Services contract. Methods for administering and evaluating other provisions of the contract are to be developed by the Contracting Officer and the COR.

1.1 The QASP provides a systematic method to evaluate the services the contractor is required to furnish and not the details of how the contractor accomplishes the work. The plan uses a combination of the surveillance methods, which adequately assures the Government of the contractor's performance.

1.2 This QASP is based on the premise that the contractor, and not the Government, is responsible for management and quality control actions to meet the terms of the contract. The Performance Requirements recognize that the contractor is not a perfect manager and that unforeseen and uncontrollable problems do occur. Good management and use of an adequate quality control plan will allow the contractor to operate within specified performance requirements. CORs are to be objective, fair and consistent in evaluating contractor performance against the standards.

**HOW TO USE THE SURVEILLANCE PLAN**

2. **CONTRACTING OFFICER REPRESENTATIVE SCHEDULE.** The COR will develop a monthly surveillance schedule based on this surveillance plan's requirements. The monthly schedule will be completed not later than the last workday of the preceding month. Copies of the schedule shall be sent to the Contract Administrator. The schedule shall be marked "FOR OFFICIAL USE ONLY" and shall not be shown to the contractor.

2.1. Select the areas and times for random sampling using the procedures in the sampling guides. Annotate the selected inspection items/times on the schedule. When the sampling concept does not allow for specific selection of inspection items/times during the preceding month, show on the schedule the date and time the random sample selection will be accomplished.

2.2. Program the periodic surveillance into the schedule so as not to interfere with the sampling requirements.

2.3. Changes to the monthly surveillance schedule will be posted weekly and copies sent to the contract administrator. Include documentation of the reasons for the changes.

3. **ACTUAL SURVEILLANCE.** Actual surveillance should be comparable to the monthly schedule.

3.1. It is essential that the exact number of inspections in a random sample be accomplished. It is also essential that the exact number of periodic checklist inspections be done for an effective quality assurance system.

