

# **Performance Work Statement (PWS)**

## **Marine Special Operations Command (MARSOC) Logistics Support**

### **1.0 Introduction**

#### **1.1 Organization**

Marine Corps Forces Special Operations Command (MARSOC) is located at Building RR400, Camp LeJeune, North Carolina. MARSOC also maintains subordinate organizations in buildings across Camp LeJeune and a Battalion size facility at Camp Pendleton, CA.

#### **1.2 Project Background**

Since activation, MARSOC has consistently engaged in efforts to increase logistics capabilities to address unfavorable ratios of operational commitments to support structure. At inception, MARSOC was structured to support garrison logistics operations, but not to enable deployed/expeditionary Combat Service Support as deployed support was envisioned to be provided by other Service elements, or other Services. However, the deployed environment made support by other units impractical. As a result, much of the organization's logistics personnel were re-tasked to deploy with Marine Special Operations Forces (MARSOFF). Additionally, Command re-organization further diluted the Command's capacity to perform garrison logistics functions. Although a permanent solution for this problem has been determined through an approved increase in force structure, this growth will not be fully realized until 2015, or beyond. In the interim, MARSOC continues to leverage Contractor Logistics Support (CLS) to fill structure voids and maintain mission readiness until resource goals are achieved.

### **2.0 Scope**

This task order will provide support in a myriad of logistics functional areas until Command organizational structure shortfalls are filled by the Total Force structure growth initiative. Services performed by the Contractor shall include various logistics support tasks necessary for continued operational readiness of the organization. Services required include: Logistics Operations; Materiel Management, to include Supply Administration and Warehouse Operations; Transportation Management, to include Embarkation and Motor Transport Operations; Maintenance Management; Maintenance, to include

Communications-Electronics, Motor-Transport, Engineer and Ordnance (weapons and optics) equipment maintenance; Ammunition Management; and Facilities Management.

### **3.0 Performance Requirements**

#### **3.1 Logistics Support.**

Contractor shall plan, coordinate, execute and/or assist in execution of all logistics functions, to include: Supply, Maintenance, Transportation, General Engineering, Health Services, and Services. Other functional responsibilities include Ammunition, Environmental Compliance, Facilities Management, Fiscal, Food Service, Logistics Modernization, Maintenance Management and Safety. Includes using automated information systems (AIS) such as: Automated Air-load Planning System (AALPS); Asset Tracking for Logistics and Supply System (ATLASS); Defense Readiness Reporting System (DRSS); Integrated Computerized Deployment System (ICODES); Global Tracking Network (GTN); and Global Deployment Support System (GDSS); Joint Operation Planning Execution System (JOPES); MAGTF Deployment Support System (MDSS II); Marine Corps Readiness Information Tool (MERIT); Marine Corps Integrated Maintenance Management (MIMMS); Single Mobility System (SMS); Supported Activity Supply System (SASSY); and the Special Operations Forces Sustainment and Asset Visibility Information Exchange (SSAVIE). Contractor shall be able to obtain an operators' license for non-tactical/tactical Government-owned equipment.

#### **3.2 Embarkation Support.**

Contractor shall prepare supplies and equipment for embarkation and performs various Force Deployment Planning and Execution (FDP&E) functions to support the movement of personnel, supplies, and equipment via all modes of transportation using commercial and military assets. Contractor shall be certified in Hazardous Materials (HAZMAT) compatibility, transportation and storage. Responsibilities include using AIS: AALPS; ICODES; SMS; JOPES; MDSS II; GTN; and GDSS. Contractor shall be able to obtain an operators' license for non-tactical/tactical Government-owned equipment.

#### **3.3 Supply Administration Support.**

Contractor shall maintain and prepare necessary accounting and supply documents, custody records, performs reconciliations using AIS such as: ATLASS; MIMMS; Procurement Request (PR) Builder; SASSY; and SSAVIE.

#### **3.4 Warehouse Support.**

Contractor shall assist in receiving, inspecting, storing, preparing, shipping and disposal of supplies related to Ground Supply operations. Responsibilities include use of AIS such as SASSY and SSAVIE and material handling equipment. Contractor shall be able to obtain an operators' license for non-tactical/tactical Government-owned equipment.

### **3.5 Ammunition Control Support.**

Contractor shall handle, transport, and store all types of ammunition, explosives, missiles and toxic chemicals and other HAZMAT and inspect materiel to determine serviceability and need for repair or destruction. Responsibilities include the use of Total Ammunition Management Information System (TAMIS) and other AIS. All Ammunition personnel involved in the custody, maintenance, disposal, distribution, or security of Arms, Ammunition & Explosives (AA&E) in the performance of their duties shall be screened using the AA&E Screening Package per Marine Corps Order (MCO) 5530.14A Marine Corps Physical Security Program, paragraph 8002.1. and MCO 8023.3B Personnel Qualification and Certification Program for Class V Ammunition Explosives, paragraph 4.a.7. Contractor shall be able to obtain an operators' license for non-tactical/tactical Government-owned equipment and be certified to transport AA&E.

### **3.6 Motor Transport Operations Support.**

Contractor shall coordinate operation, employment, maneuver and maintenance functions for tactical and Garrison Mobile Equipment (GME) wheeled vehicles supporting garrison and training operations, to include using AIS such as: MIMMS; SASSY; and TCPT. Contractor shall be able to obtain an operators' license for non-tactical/tactical Government-owned equipment and be certified to transport hazardous materials.

### **3.7 Maintenance Management Support.**

Contractor shall provide advice, guidance, and assistance to equipment commodity managers, the maintenance commodity manager, and maintenance personnel who perform maintenance. Maintenance management duties, including: Monitoring maintenance management programs, policies, and procedures, and analyze maintenance and maintenance management functional areas to ensure effective management of equipment, maintenance, and materiel. Responsibilities include using automated information systems such as ATLASS, MIMMS, SASSY and SSAVIE.

### **3.8 Automotive Maintenance Support.**

Contractor shall service, inspect, maintain and repair motor transport equipment, including Special Operations - Peculiar

(SO-P) vehicles, at the field level. Responsibilities include using AIS such as ATLASS, MIMMS, SASSY and SSAVIE. Contractor shall be able to obtain an operators' license for non-tactical/tactical Government-owned equipment.

### **3.9 Electrical Systems Equipment Support.**

Contractor shall use knowledge of electrical theory and concepts and electronics fundamentals to diagnose and repair electric motors, electronic modules, motor control circuits, and electric power generation equipment, to include diesel engines utilized in electric power generation equipment. Responsibilities include using AIS such as ATLASS, MIMMS and SASSY and SSAVIE. Contractor shall be able to obtain an operators' license for non-tactical/tactical Government-owned equipment.

### **3.10 Refrigeration and Air Conditioning Maintenance Support.**

Contractor shall install, operate, and make organizational and intermediate level repairs on heating, refrigeration, and air conditioning systems, to include automotive, for all ground operations and equipment. Contractor shall be certified by the Environmental Protection Agency (EPA) to handle Chlorofluorocarbons (CFCs). Responsibilities include using AIS such as ATLASS, MIMMS and SASSY and SSAVIE. Contractor shall be able to obtain an operators' license for non-tactical/tactical Government-owned equipment.

### **3.11 Ground Communications-Electronics Maintenance Support.**

Contractor shall perform diagnosis, repairs, and modifications to ground data/communications equipment at the organizational and intermediate levels. Responsibilities include using AIS such as ATLASS, MIMMS and SASSY and SSAVIE. Contractor shall be able to obtain an operators' license for non-tactical/tactical Government-owned equipment.

### **3.12 Armory Support.**

Contractor shall perform inspection, maintenance, fabrication and repair of precision small arms, to include vehicular mounted small arms. Responsibilities include using AIS such as ATLASS, MIMMS and SASSY and SSAVIE. Contractor shall be a certified Gunsmith. Contractor shall be able to obtain an operators' license for non-tactical/tactical Government-owned equipment and be certified to transport AA&E. All Armory personnel involved in the custody, maintenance, disposal, distribution, or security of Arms, Ammunition & Explosives (AA&E) in the performance of their duties shall be screened using the AA&E Screening Package per MCO 5530.14A Marine Corps Physical Security Program, paragraph 8002.1. / MCO 8023.3B Personnel Qualification and

Certification Program for Class V Ammunition Explosives, paragraph 4.a.7.

### **3.13 Project Management Support.**

Contractor shall manage and supervise personnel involved in all aspects of project activity. Contractor shall organize and assign responsibilities to subordinates and oversee the successful completion of all tasks.

### **4.0 Deliverables and Acceptance.**

The acceptance of deliverables and satisfactory work performance required herein must be based on the timeliness, accuracy and standards as specified in the requirements per this PWS. The Client Representative/Contracting Officer's Representative (COR) reserves the right to prioritize work, provide guidance, and negotiate any changes in delivery dates. The Client Representative/COR will review the Contractor deliverables in accordance with all specifications stated in this PWS. Only the Contracting Officer or authorized representative has the authority to inspect, accept or reject deliverables. Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery. Performance by the Contractor to correct defects found by the Government as a result of quality assurance surveillance and by the Contractor as a result of quality control, must be at the Contractor's expense and without additional reimbursement by the Government.

### **4.1 Quality Control Plan (QCP).**

The Contractor shall provide and maintain an internal company Quality Control Plan (QCP) that contains, as a minimum, the items listed below to the Contracting Officer for acceptance not later than five (5) business days after award and whenever a significant change, as determined by the Government, is necessitated in the QCP. The Contracting Officer will notify the Contractor of acceptance or required modifications to the plan. The Contractor shall provide a revised QCP when signification changes are required no later than five (5) business days after notification by the Contracting Officer. The QCP shall include the following minimum requirements:

- An inspection system covering all performance requirements stated in the contract. It shall specify areas to be inspected on a scheduled or unscheduled basis, frequency, and the manner in which inspections are to be conducted.
- A method of documenting, evaluating, and enforcing the results of the inspections that are conducted. The Contractor shall maintain adequate records of all

inspections to indicate, at a minimum, the nature (when, where, what) and number of inspections made; the name of the inspector; the number, location, type of deficiencies found, and the corrective action taken for deficiencies.

- A method of identifying deficiencies in the quality of services performed before the level of performance becomes unacceptable.
- Corrective action procedures for deficiencies and measures to prevent recurrence. Corrective actions will address the deficiency and action(s) to prevent future deficiencies. Additional inspection(s) is not considered a corrective action.

#### **4.2 Performance Evaluation Meetings.**

The Contractor shall be required to meet with the Contracting Officer's Representative (COR) and/or the Contracting Officer as determined necessary by the COR or Contracting Officer. The Contractor may request a meeting whenever the need arises. The Contractor shall prepare minutes of the meeting and submit as an Action Memorandum in GSA's IT-Solutions Shop (ITSS) for review and acceptance by the Government. The written minutes of these meetings shall be signed by the Contractor. In the event the Government non-concurs with the meeting minutes, the Contractor will be so advised and additional communications must be conducted until resolution of the meeting minutes is resolved. The meeting minutes are due within five (5) business days after the meeting.

#### **4.3 Monthly Performance Summary Report.**

The Contractor shall provide monthly performance summary reports to the Client Representative/COR, accounting for expenditures to date and comparison of planned and actual spending and status of ongoing efforts, scheduled/accomplished milestones, and task order performance. The Contractor shall submit this report in ITSS for review and acceptance by the Government within five (5) business days after the end of the month. The report shall include the following information:

- Task Order Number
- Comparison of planned and actual task order performance
- Comparison of planned and actual spending
- Narratives describing task progress, forthcoming plans and any problems (actual or anticipated) requiring Government action. For identified (actual) problems, the Contractor shall state the impact in terms of cost, labor

hours, or work completion dates, and provide a plan for correction

- Status of ongoing efforts and scheduled/ accomplished milestones

**5.0 Performance/Deliverables Matrix.**

<b>PWS</b>	<b>Deliverable</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level</b>	<b>Method of Surveillance</b>
3.1 - 3.13	Support Logistics Requirements	As required by PWS	98%	Periodic Inspection
4.2	Performance Evaluation Meeting Attendance	As Scheduled	98%	100% Inspection
4.2	Meeting Minutes	Due NLT five (5) business days after the meeting	98%	Periodic Inspection
4.3	Monthly Performance Summary Reports	Due NLT five (5) business days from the end of the month.	98%	100% Inspection
8.1	Security Requirements	As required by PWS	100%	100% Inspection

**6.0 Reimbursable Costs**

**6.1 Travel.**

Travel is reimbursed in accordance with the Federal Travel Regulations. All travel must be authorized by the Client Representative/Contracting Officer's Representative (COR) and be in compliance with the task order and all other applicable requirements. The Contractor shall ensure that the requested travel costs will not exceed the amount authorized in this task order and must receive prior approval by GSA to exceed this estimated amount. Travel requests shall be submitted to GSA for task order approval through the submission of an Action Memo via GSA ITSS. The Action Memo must contain Client Representative/COR and/or GSA Contract Specialist approval,

travel cost items with a total travel amount, and the total of the task order travel balance.

The locations and duration for travel cannot be established at this time so a not-to-exceed total task order travel budget including all options (if exercised) of \$675,000 is estimated. The Travel budget includes any applicable G&A; G&A is only allowable if authorized by the Schedule contract. Any unused travel estimated cost (not funding) shall carry forward to the next option year, if exercised.

#### **7.0 Performance Environment.**

Performance of this requirement is in an environment that is fast-paced, completing multiple tasks, and meeting stringent timelines. Contractor shall fulfill physical lifting and endurance requirements associated with assigned tasks. Contractor shall follow appropriate Marine Corps Base and MARSOC Civilian grooming standards and Dress Codes for work clothing/uniforms, and be clean and neat in appearance. Contractor shall attend required training associated with job responsibilities. Contractor shall possess a valid State Driver's License.

#### **7.1 Place of Performance.**

MARSOC maintains subordinate organizations in buildings across Camp LeJeune, NC (CLNC) and a Battalion size facility at Camp Pendleton, CA (CPCA). The Government does not require the Task Lead to be an on-site representative, but will require the Task Lead on site recurrently for coordination purposes. The Government desires the local office of this representation to be within a 30-mile distance from CLNC to facilitate ease of access, as required.

#### **7.2 Performance Hours.**

Perform during established work hours. Expected work day is eight hours per day within the organizations normal duty hours, which are approximately 7:30 AM to 4:30 PM, Monday through Friday. However, the Client Representative/COR may coordinate with the Contractor and request them to work alternate hours, if necessary. Such efforts will be conducted between both parties within reasonable timeframes to avoid undue burdens on the Contractor's employees. Overtime hours are not anticipated.

#### **7.3 Specific Government Training.**

Contractor supporting this effort shall be trained on, and comply with, all applicable DoD, Command or Unit-specific training and regulations as part of this contract.



## **8.0 Specific Requirements**

### **8.1 Security.**

Security will be in accordance with the attached DD254. All Contractor employees supporting this task shall be cleared at the Secret level. Interim clearances are acceptable at the start of this task until final Secret Clearances are obtained. Contractor will have access to Foreign Government Information, NATO, and Focal Point material in performance of this effort. Contractor will have access to classified and unclassified computer systems only at Government facilities.

### **8.2 Section 508.**

Compliance with Section 508 of the Rehabilitation Act of 1973. All electronic and information technology (EIT) procured through this task order must comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended by the Workforce Investment Act of 1998 (P.L. 105-220), August 7, 1998, unless an agency exception to this requirement exists. See <http://www.section508.gov>. The Contractor shall indicate for each line item in the schedule whether each product or service is compliant or non-compliant with these accessibility standards. Further, the proposal must indicate where full details of compliance can be found (e.g., vendor's website or other specific location).

### **8.3 Release of Information.**

The Contractor shall not disclose or release to other than Government-authorized persons or activities, the content of any Government software, procedures, materials or products generated under this contract, or information provided to the Contractor.

### **8.4 Personal Services.**

GSA will not issue orders to provide services prohibited by Subpart 37.1 of the Federal Acquisition Regulations (FAR). Administration and monitoring of the Contractor's performance by GSA or the Client Representative/COR shall not be as detailed or continual as to constitute supervision of Contractor personnel. Government personnel may not perform any supervisory functions for Contractor personnel, including but not limited to interviewing, appraising individual performance, and/or scheduling leave or work.

### **8.5 Government Furnished Items.**

The Government will provide the Contractor with no cost, Government-owned facilities, property, services, equipment, material and information to perform the tasks required at the

Government site. Accountability will be maintained using the Government's applicable Regulations and Policies.

## **8.6 Insurance.**

Before beginning work under this contract, the Contractor shall certify to the Contracting Officer in writing that required insurance coverage has been obtained. For purposes of FAR 52.228-5 Insurance - Work on a Government Installation, the minimum coverage required during the term of this contract shall be as follows:

### **8.6.1 Workers' Compensation and Employer's Liability.**

The Contractor shall comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they must be covered under the employer's liability section of the Contractor's insurance policy, except when contract operations are so commingled with a Contractor's commercial operations it would not be practical to require this coverage. Employer's liability coverage is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

### **8.6.2 General Liability.**

The Contractor shall carry bodily injury liability insurance coverage written on the comprehensive form of policy.

### **8.6.3 Automobile Liability.**

The Contractor shall carry automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing this contract. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

## **8.7 Safety Requirements.**

The Contractor shall establish a safety and health program in concert with applicable Federal, State and Marine Corps Base safety and health requirements. If citations are issued to the Government due to Contractor non-compliance with any standard, the Contractor shall deduct the fine from any monies due the Contractor. The Contractor's safety and health program shall include a safety and health plan showing methods and procedures for ensuring compliance with applicable Health and Safety standards.

### **8.8 Transition Support.**

The Contractor shall exercise its best efforts to effect an orderly and efficient transition with any incumbent or successor Contractor to ensure that the required services are performed without interruption. All required services shall be supported by the start of this requirement's performance period.

### **9.0 Invoice Requirements**

**9.1 Payment Information.** *Failure to enter an invoice into the GSA ITSS web-based system may result in a rejection.* The Contractor shall provide the following payment information for GSA use. It must be an exact match with the information under the contract/task order number in the GSA ITSS Contract Registration (not the Contractor's company or individual representative's registration) as well as with the information under the Contractor's DUNS number in the Central Contractor Registration (CCR), <http://www.ccr.gov>. Mismatched information may result in rejected requests for payment.

- Company Name - Legal Business Name and DBA (Doing Business As) Name
- Mailing Address - Contact and Address Information
- Remittance Address - Remit To Address Information
- Employer's Identification Number - Federal Tax ID
- DUNS (Data Universal Numbering System)

### **9.2 Invoice Information**

- Invoice Number - must not include any special characters; ITSS and the invoice must match
- ACT Number from GSA Form 300, Block 4
- GSA Task Order Number - must match ITSS
- Contract Number from GSA Form 300, Block 3
- Point of Contact and Phone Number
- Period of Performance for the Billing Period
- Charges, identified by deliverable or line item(s), with a narrative description of the service performed. labor, reimbursable costs, and other charges (e.g., G&A) must be broken out in accordance with this performance work statement
- Prompt Payment Discount, if offered

- Total Invoice Amount - must match the acceptance information posted in ITSS; cannot exceed the current task order ceiling
- Total cumulative task order amount and burn rate

### **9.3 Invoice Submittal.**

9.3.1 A copy of the invoice must be posted in the GSA ITSS web-based Order Processing System (<http://it-solutions.gsa.gov>) or future equivalent. The Client Representative/COR and GSA Contract Specialist must approve the invoice in ITSS prior to payment.

9.3.2 The original invoice must be submitted to the GSA Finance Service Center. This may be done electronically to the finance center web site (<http://www.finance.gsa.gov>) or via regular U. S. mail to this address:

GSA BCEB  
PO BOX 219434  
KANSAS CITY, MO 64121-9434

9.3.3 The invoice information posted in ITSS must match the invoice information submitted to GSA's Finance Center to initiate a receiving report. The payment information must be a three-way match (ITSS, GSA Finance Center, and CCR) for the invoice to be successfully processed for payment.

### **9.4 Reserved.**

### **9.5 Final Invoice/Task Order Closeout.**

The invoice for final payment must be so identified and submitted within 60 days from task order completion. No further charges are to be billed. The Contractor may request an extension of 60 days from the GSA CO to submit the final invoice. Mark with the word FINAL (even if it is a zero amount). After the final invoice has been paid the Contractor shall furnish a completed and signed Release of Claims to the Contracting Officer. This release of claims is due within fifteen (15) calendar days of final payment.

### **10.0 Workload History.**

Historical information is provided below as a workload estimate only for the purposes of facilitating offerors' quotes. This information is not intended to be binding on either party or to be the only possible solution to the requirements. As this is a performance-based acquisition, offerors' quotes may vary from this historical information; however, if an offeror deviates significantly from this information then the offeror shall provide in its quote a rationale for such deviation.

<b>Labor Categories</b>	<b>PWS</b>	<b>FTE</b>	<b>Annual Hours</b>
Logistics Specialist (Sr)	3.1	7	13,160
Logistics Specialist	3.1	5	9,400
Embarkation Specialist	3.2	7	13,160
Supply Admin Specialist	3.3	20	37,600
Warehouse Specialist	3.4	6	11,280
Ammunition Specialist	3.5	5	9,400
MT Operations Specialist (Chief)	3.6	1	1,880
MT Operations Specialist	3.6	10	18,800
Maintenance Mgmt Specialist	3.7	11	20,680
Automotive Maintenance Tech	3.8	5	9,400
Elec System Equip Tech	3.9	3	5,640
Ground Communications Tech	3.10	2	3,760
Refer and A/C Tech	3.11	3	5,640
Precision Weapons Tech	3.12	6	11,280
Project Manager	3.13	1	1,880

**11.0 Federal Acquisition Regulations and Supplements, and Executive Orders (incorporated by reference or full text)**

**FAR 52.217-8, Option to Extend Services (Nov 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

**FAR 52.217-9, Option to Extend the Term of the Contract (March 2000)**

The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause. The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

**DFARS 252.232-7007 Limitation of Government's Obligation (May 2006)**

(a) Contract line item(s) \* through \* are incrementally funded. For these item(s), the sum of \$ \* of the total price is presently

available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the

additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$ _____
(month) (day), (year)	\$ _____
(month) (day), (year)	\$ _____
(month) (day), (year)	\$ _____

FAR 52.228-5	Insurance -- Work on a Government Installation	JAN 1997
FAR 52.237-3	Continuity of Services	JAN 1991

DFARS 252.201-7000	Contracting Officer's Representative	DEC 1991
DFARS 252.203-7001	Prohibition on Persons Convicted of Fraud and Other Defense-Contract-Related Felonies	DEC 2008
DFARS 252.204.7000	Disclosure of Information	DEC 1991
DFARS 252.209-7004	Subcontracting with Firms That are Owned or Controlled by the Government of a Terrorist Country	DEC 2006
DFARS 252.223-7004	Drug Free Work Force	SEP 1988

### 11.0 Past Performance Information

The Government will provide and record Past Performance Information for acquisitions over **\$150,000** utilizing the Contractor Performance Assessment Reporting System (CPARS). The CPARS process allows Contractors to view and comment on the Government's evaluation of the Contractor's performance before it is finalized. Once the Contractor's past performance evaluation is finalized in CPARS it will be transmitted into the Past Performance Information Retrieval System (PPIRS). Contractor's are required to register in the CPARS, so Contractor's may review and comment on past performance reports submitted through the CPARS. The CPARS and PPIRS websites are as follows:

**CPARS**     <https://www.cpars.csd.disa.mil/>  
**PPIRS**     <http://www.ppirs.gov>