

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1   32	
2. CONTRACT (Proc. Inst. Ident.) NO. N00033-01-C-1028		3. EFFECTIVE DATE 12 Jul 2001		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.		
5. ISSUED BY MILITARY SEALIFT COMMAND, N1021/ PM1 914 CHARLES MORRIS COURT, SE WASHINGTON NAVY YARD DC 20398		CODE N00033	6. ADMINISTERED BY (If other than Item 5)  <b>See Item 5</b>		CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) DYNCORP TECHNICAL SERVICES LLC  6500 W. FREEWAY, SUITE 600 FORT WORTH TX 76116				8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)		
				9. DISCOUNT FOR PROMPT PAYMENT		
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM
CODE 1JGQ2		FACILITY CODE				
11. SHIP TO/MARK FOR  <b>See Schedule</b>		CODE	12. PAYMENT WILL BE MADE BY MILITARY SEALIFT COMMAND, CODE N86, HQ 914 CHARLES MORRIS COURT, S.E. WASHINGTON NAVY YARD DC 20398-5540		CODE N00033	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )				14. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>		
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
<b>SEE SCHEDULE</b>						
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						<b>\$2,919,425.60 EST</b>
<b>16. TABLE OF CONTENTS</b>						
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>						
17 [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return 2 copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein (Attachments are listed herein.)				18 [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N00033-00-R-1028-0010 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.		
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER ACHILLE BROENNIMANN / CONTRACTS		
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA  BY 		20C. DATE SIGNED 30-Jul-2001	
BY _____ (Signature of person authorized to sign)						

## SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		365.00	Days	\$1,929.72	\$704,347.80
	T-AK SQUADRON ONE COMMUNICATION & IT SERVICES				
	FFP				

NET AMT	\$704,347.80
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		365.00	Days	\$1,974.90	\$720,838.50
	T-AK SQUADRON TWO COMMUNICATION & IT SERVICES				
	FFP				

NET AMT	\$720,838.50
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		365.00	Days	\$1,956.82	\$714,239.30
	T-AK SQUADRON THREE COMMUNICATION & IT SERVICES				
	FFP				

NET AMT	\$714,239.30
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004		365.00	Days	\$1,734.92	\$633,245.80
	T-AKR SQUADRON FOUR COMMUNICATION & IT SERVICES				
	FFP				

NET AMT	\$633,245.80
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		365.00	Days	\$1,826.99	\$666,851.35
	T-AK SQUADRON ONE COMMUNICATION & IT SERVICES				
	FFP - OPTION ONE				

NET AMT	\$666,851.35
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006		365.00	Days	\$1,873.50	\$683,827.50
	T-AK SQUADRON TWO COMMUNICATION & IT SERVICES				
	FFP - OPTION ONE				

NET AMT	\$683,827.50
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	T-AK SQUADRON THREE COMMUNICATION & IT SERVICES FFP -	365.00	Days	\$1,854.91	\$677,042.15
	OPTION ONE				
				NET AMT	\$677,042.15
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	T-AKR SQUADRON FOUR COMMUNICATION & IT SERVICES FFP -	365.00	Days	\$1,625.13	\$593,172.45
	OPTION ONE				
				NET AMT	\$593,172.45
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	T-AK SQUADRON ONE COMMUNICATION & IT SERVICES FFP -	365.00	Days	\$1,886.64	\$688,623.60
	OPTION TWO				
				NET AMT	\$688,623.60
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	T-AK SQUADRON TWO COMMUNICATION & IT SERVICES FFP -	365.00	Days	\$1,934.49	\$706,088.85
	OPTION TWO				
				NET AMT	\$706,088.85
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	T-AK SQUADRON THREE COMMUNICATION & IT SERVICES FFP -	365.00	Days	\$1,915.35	\$699,102.75
	OPTION TWO				
				NET AMT	\$699,102.75
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	T-AKR SQUADRON FOUR COMMUNICATION & IT SERVICES FFP -	365.00	Days	\$1,677.25	\$612,196.25
	OPTION TWO				
				NET AMT	\$612,196.25

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	T-AK SQUADRON ONE COMMUNICATION & IT SERVICES FFP -	365.00	Days	\$1,948.91	\$711,352.15
	OPTION THREE				
				NET AMT	\$711,352.15
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	T-AK SQUADRON TWO COMMUNICATION & IT SERVICES FFP -	365.00	Days	\$1,998.11	\$729,310.15
	OPTION THREE				
				NET AMT	\$729,310.15
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	T-AK SQUADRON THREE COMMUNICATION & IT SERVICES FFP -	365.00	Days	\$1,978.43	\$722,126.95
	OPTION THREE				
				NET AMT	\$722,126.95
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	T-AKR SQUADRON FOUR COMMUNICATION & IT SERVICES FFP -	365.00	Days	\$1,731.65	\$632,052.25
	OPTION THREE				
				NET AMT	\$632,052.25
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	T-AK SQUADRON ONE COMMUNICATION & IT SERVICES FFP -	365.00	Days	\$2,014.57	\$735,318.05
	OPTION FOUR				
				NET AMT	\$735,318.05
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	T-AK SQUADRON TWO COMMUNICATION & IT SERVICES FFP -	365.00	Days	\$2,065.11	\$753,765.15
	OPTION FOUR				
				NET AMT	\$753,765.15

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019		365.00	Days	\$2,044.89	\$746,384.85
	T-AK SQUADRON THREE COMMUNICATION & IT SERVICES				
	FFP - OPTION FOUR				

NET AMT	\$746,384.85
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020		365.00	Days	\$1,788.88	\$652,941.20
	T-AKR SQUADRON FOUR COMMUNICATION & IT SERVICES				
	FFP - OPTION FOUR				

NET AMT	\$652,941.20
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021				\$	\$ EST
	T-AK SQUADRON ONE REIMBURSABLES				
	COST - Spare and Repair Parts and Technical Representative Travel				

ESTIMATED COST	\$15,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0022				\$	\$ EST
	T-AK SQUADRON TWO REIMBURSABLES				
	COST - Spare and Repair Parts and Technical Representative Travel				

ESTIMATED COST	\$15,000.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023				\$	\$ EST
	T-AK SQUADRON THREE REIMBURSABLES				
	COST - Spare and Repair Parts and Technical Representative Travel				

ESTIMATED COST	\$15,000
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024				\$	\$ EST
	T-AKR SQUADRON FOUR REIMBURSABLES				
	COST - Spare and Repair Parts and Technical Representative Travel				

ESTIMATED COST	\$
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0025	T-AK SQUADRON ONE AWARD FEE COST			\$	\$ TBN
				ESTIMATED COST	\$250,000.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0026	T-AK SQUADRON TWO AWARD FEE COST			\$	\$ TBN
				ESTIMATED COST	\$250,000.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0027	T-AK SQUADRON THREE AWARD FEE COST			\$	\$ TBN
				ESTIMATED COST	\$250,000.00
ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0028	T-AKR SQUADRON FOUR AWARD FEE COST			\$	\$ TBN
				ESTIMATED COST	\$250,000.00

## SECTION C Descriptions and Specifications

### GENERAL STATEMENT OF WORK AND SCOPE

#### C 1 Statement of Work

- C 1.1 This contract is for the operation, maintenance and safeguarding of shipboard communication, LAN and associated IT systems aboard Military Sealift Command vessels. Services shall be available 24-hours per day regardless of vessel location and status, unless otherwise directed by the COR or Master. Equipment maintained under this contract shall be capable of performing the required functions 24-hours per day, each day of a given year.
- C 1.2 In the event that any incident adversely affecting a ship or a life, the contractor's personnel are expected to take the appropriate corrective action, within their skill level, to save life, property and maintain ship's mission.

#### C 2 Scope of Vessel Class and Equipment

- C 2.1 The services provided under this contract shall be for the flagship in each of four squadrons. The flag will transfer to a different flagship approximately every three years when shipyard availabilities occur. Services shall be provided for the following vessel classes: (Vessel information can be found on MSC's Home Page at <http://www.msc.navy.mil>)
- C 2.1.1 T-AK Class
- C 2.1.2 T-AKR Class
- C 2.2 The operating area for each class of ship is as follows:
- C 2.2.1 T-AK: Vessels operate in the Mediterranean, Western Pacific and Diego Garcia.
- C 2.2.2 T-AKR: Vessels operate from Diego Garcia.
- C 2.2.3 Anticipated primary ports are in Attachment J-3
- C 2.2.4 Notwithstanding the above estimates any vessel may be deployed worldwide.
- C 2.3 The equipment and systems, which the contractor will be required to operate, have custody over, and maintain in accordance with this contract, are shown in TE-1.

#### C 3 Estimated Workload

- C 3.1 The estimated workload for the services required under this contract are provided below. Vessels are underway about 25% of the time. Peak times occur while underway and during exercises, which occur at varied frequencies and periods. (This is provided only for planing purposes and is not a guarantee)

Table 3.1

MPSRON 1	See TE-3	147 incoming(200 peak) 4 outgoing (20-25 peak)
MPSRON 2	See TE-3	170 incoming (244 peak) 5-10 outgoing (10-20 peak)
MPSRON 3	See TE-3	85 incoming (110 peak) 5-10 outgoing (10-20 peak)

APSRON 4	See TE-3	134 incoming (188 peak) 5-10 outgoing (10-20 peak)
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Maintenance may be done concurrently with the monitoring of circuits.

- C 3.2 The operational requirements and tempo may vary dramatically according to exercises and the mission of each vessel and its operating environment.
- C 3.3 The offeror will establish the manning schedule based on his understanding of the scope of work and the information provided in the Technical Exhibits attached. The fixed price rates offered in Section B must contain all personnel necessary to perform all of the activities required in the SOW.

#### DETAILED DESCRIPTION OF WORK AND PERFORMANCE STANDARDS

##### C 4 Services to be Provided

- C 4.1 The contractor shall provide qualified personnel to embark aboard the MSC vessels specified above, to perform the following:
- C 4.1.1 Operate the equipment / systems listed in TE-1.
- C 4.1.1.1 The Contractor shall operate all equipment to meet flagship mission requirements for communications of classified and unclassified information.
- C 4.1.1.2 The Contractor must be a CMS custodian and alternate CMS custodian and must administer and maintain the Cryptographic Material System (CMS) Account in accordance with CMS Manual CMS-1A and COMSCINST 2000.2.
- C 4.1.1.3 The CMS requirements of this contract shall be as specified for an EKMS Tier III Local Element (LE). EKMS LE account managers must have and be responsible for the following:
- C4.1.1.3.1 LE Managers (minimum of two at any time) shall be designated in writing by the COMPSRON Commodore and satisfy criteria for appointment including U.S. Citizenship, Top Secret clearance, and completion of necessary Government-provided training approved by the MSC EKMS Tier II manager.
- C4.1.1.3.2 LE Managers are responsible for the total COMSEC needs of the squadron staff including proper identification of COMSEC requirements based upon squadron operations.
- C4.1.1.3.3 LE Managers are responsible for being familiar with and following the guidance of MSC and MPSRON Staff instructions pertaining to the proper handling and use of COMSEC material. These instructions cover topics and issues such as receiving, destroying, transferring and safeguarding of COMSEC Material; reporting of COMSEC incidents; responsibility for training of local CMS users; emergency destruction planning; inventory management; AN/CYZ 10/DTD operations; OTAT and OTAR procedures; STU III/STE use and operations.
- C4.1.1.3.4 Squadron LE Managers are required to support, assisting as directed by the squadron commander, other ships of the squadron in CMS/COMSEC related matters.
- C 4.1.2 Maintain continuous physical security of the communication suite area in accordance with OPNAV 5510.1 Series and other DOD Guidance as applicable.



- C 4.1.3 Perform message traffic functions in accordance with COR's standing orders and COMSCINST 2000.2 as follows:
  - C 4.1.3.1 Ensure outgoing messages are in the appropriate format/content/distribution, as directed by the COR, and provide guidance to drafting officers.
  - C 4.1.3.2 Develop, handle, process, send and receive inbound and outbound messages of classified and unclassified information
  - C 4.1.4 Conduct equipment and system preventive maintenance for the equipment/systems listed in TE-1. A representative list of consumables, loose equipment and special tools available aboard ship is provided in TE-2. A representative listing of maintenance services is provided in TE-4.
    - C 4.1.4.1 The Contractor shall maintain all equipment in TE-1 in full readiness to meet the flagship's mission communication requirements.
    - C 4.1.4.2 A Preventive Maintenance System (PMS) shall be instituted and a manual developed with instructions to carry out the maintenance and repair requirements of this SOW. This manual shall be available for the Government for review at any time after award.
    - C 4.1.4.3 The contractor is responsible for proposing to the COR and COMSC any equipment/system overhaul or maintenance beyond that listed in TE-4. Contractor shall notify the COR and COMSC if any equipment or system listed in TE-1 is beyond the contractor personnel's skill level to maintain. Contractor shall propose what maintenance is required based on the equipment/system cycles and ship's repair availability.
    - C 4.1.4.4 The contractor shall cooperate with COMSC contractors, COMSC personnel, and other person's repairing/maintaining equipment at the request of either the ship or COMSC.
    - C 4.1.4.5 Maintain manuals and technical publications on the equipment / systems listed in TE-1. The Government will provide manual and publication updates and change-pages.
- C 4.2 Maintain Inventory Control
  - C 4.2.1 The contractor shall conduct a joint inventory with the Government before turnover to the contractor of all on board Communication Suite spare and repair parts, test equipment, etc.
  - C 4.2.2 The contractor shall maintain this inventory to at least the level established by the joint inventory with any changes approved by the contracting officer.
  - C 4.2.3 The contractor shall recommend to the contracting officer an inventory level to meet the mission requirements of each squadron. An initial inventory recommendation is due no later than 90 days after contract award. Thereafter annual recommendations of changes in the inventory level are due no later than 30 days after the exercise of the option.
  - C 4.2.4 A report shall be made quarterly summarizing the number and cost of all parts purchased and used during the previous period. See C16, *Quarterly Inventory Report*.
- C 4.3 Purchase of spare and repair parts
  - C 4.3.1 The Contractor shall purchase all spares and repair parts for all maintenance and operator capable repairs for the ship(s) Communications Suite systems. All required spare and repair parts from commercial sources shall be purchased in accordance with FAR regulations. Navy unique parts and spares shall be obtained from the Navy Supply System. The Contractor will screen all repair

parts with the Communications Suite on-board stocks prior to ordering from the Navy Supply System or commercial sources.

- C 4.3.1.1 Procurement through the Navy Supply System. The Contractor is not required to first attempt to acquire National Stock Numbered (NSN) material/supplies through the DOD/Navy Supply System. The procedures for ordering material/supplies through the Navy Supply System are set forth below:
  - C4.3.1.1.1 Submission of Requisitions. The Contractor shall submit requisitions to the nearest Fleet Industrial Supply Center. The Contractor shall use NAVSUP Form 1250-1 or MILSTRIP format for requisitioning NSN-numbered repair parts and equipment and shall use NAVSUP Form 1250-2 for requesting non-standard (part numbered) spare and repair parts. Detailed instructions for preparing MILSTRIP and other forms of requisitions are available in NAVSUP Publication 485 (Afloat Supply).
  - C 4.3.1.2 Commercial procurements which Exceed \$500. The Contractor shall notify and obtain Contracting Officer approval in advance of the purchase of spare and repair parts with a cost in excess of \$500 per purchase order. This notification shall include information regarding the price of the part per unit of issue, the number of units required, the Manufacturer's Name, the Manufacturer's Part Number, and the date by which the part(s) is required.
- C 4.3.2 Reimbursement for Purchases. The Government will reimburse contractually allowable costs for purchases of all spare and repair parts. The Contractor shall retain documentation citing justification for the purchase of each unit of issue, the Casualty Report (CASREP) number, the preventive maintenance action, etc. which generated the need for the part or item and the method of determining price reasonableness. Part information will include Part Number and Manufacturer, quantity, unit price, and total price.
  - C 4.3.2.1 The Contractor shall arrange for the transportation of all purchased spare parts, repair parts, controlled equipage, and loose equipment to the ship(s) unless otherwise informed by the Contracting Officer. The Contractor shall not commingle the transportation of spare parts, repair parts, controlled equipage, and loose equipment with the transportation of other items which are for the Contractor's account. The Contractor shall be reimbursed actual costs for transportation of spare parts, repair parts, controlled equipage, and loose equipment for maintenance and repair as described in Section C-4.7. Pen & ink change on award. Both parties initialed.
- C 4.4 Property Administration. The Contractor shall establish and maintain a property system to control, protect, preserve, and maintain all Government property. The property control system shall be in writing, reviewed and approved by the COMSC Property Administrator, PM3L. Records for all Government property in Contractor custody are to be maintained in accordance with FAR 45.505. Physical inventories on 100% of the items are to be performed on an annual basis and shall conform to FAR 45.508. Report annually to COMSC N1021/PM1 the acquisition cost of all GFP on DD Form 1662, DoD Property in the Custody of Contractors, in accordance with FAR 45.505-14.
  - C 4.4.1.1 Disposition of Property. If property is provided by or at the expense of the Government under the terms of this contract, such property will be disposed of only at the specific direction of the Government. Upon completion of the contract, all Government property shall be returned to the Government.
  - C 4.4.1.2 Scrap and Salvage. Scrap and salvage material generated whose scrap value or replacement value is \$100 or more, shall be segregated and stored by the Contractor until direction for the disposition of this material is received from the Contracting Officer.

- C 4.4.1.3 Submit Scrap and Salvage Report. The Contractor shall submit a written report to the Contracting Officer delineating the item's manufacturer's part number and stock number (if known), the condition of the item (minor repairs required, etc.), estimated cost to repair or recondition the item, and the cost to purchase a replacement item. The Contracting Officer will decide the disposition of the item. If the Contractor has been granted authority to scrap the item, the proceeds of the sale of any such material shall be credited to the Government. The value of all scrap and salvage material shall be established at the prevailing market price or at not less than the fair market value thereof (in the absence of an established market price).
- C 4.5 Provide Controlled Equipage Inventory. The Contractor shall inventory controlled equipage annually and submit a report of such inventory to the Contracting Officer within thirty days of its completion. This report shall include, for each item inventoried, the nomenclature, serial number(s), and quantity on hand. Upon discovery of loss, damage, or recovery of any item of controlled equipage, a Missing, Lost, Stolen or Recovered (MLSR) Government Property Report shall be filed with the Contracting Officer within seven days.
- C 4.6 Technical Representative. The contractor shall provide a Technical Representative to attend all CONUS overhaul availabilities and overseas major repairs. Each ship's overhaul availability occurs every 2 to 3 years.
- C 4.7 Reimbursable Costs. Reimbursable costs are exclusively limited to those costs associated with the purchase of approved spares and repair parts; expenses associated with contractor personnel bumped from scheduled flights to Diego Garcia, not the fault of the Contractor; and travel expenses of the Technical Representative (See C 4.6). All invoices must have supporting documentation sufficient to justify all expenses.
- C 4.7.1 C4.7 travel and per diem will be reimbursable in accordance with the applicable JTR. Technical Representative travel expenses may include travel for CONUS shipyard and overseas availabilities. All travel must be directed by the COR or COMSC and approved by the Contracting Officer.

C 5	Notification of Disruption of Operations
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- C 5.1 Scheduled maintenance:
- C 5.1.1 During the contract period, contractor-performed maintenance shall be accomplished in a manner that shall not disrupt the operations of the ship, communications or performance of duties by ship's crew.
- C 5.1.2 The COR, or other person(s) designated by him, shall be notified 12 hours prior to any planned maintenance action that will take any equipment/system out of service for more than 15 minutes.
- C 5.2 Unexpected Maintenance / System Failure:
- C 5.2.1 The COR, or other person(s) designated by him, shall be notified immediately if an unexpected communication equipment or service casualty occurs which degrades performance of a **critical system**, as designated by the COR or ship's master, regardless of expected time to repair.
- C 5.2.2 The COR, or other person(s) designated by him, shall be notified immediately if an unexpected equipment casualty occurs that is estimated to degrade the capability of any **non-critical system**, as designated by the COR or ship's master, in TE-1 for more than 30 minutes.
- C 5.2.3 The contractor is responsible for immediately notifying the COR, or other person(s) designated by him/her, of systems failure beyond the contractor's repair capability.

**COMMUNICATIONS DETACHMENT SPECIFICS****C 6 Deployed Personnel Limitations**

- C 6.1 The Government shall provide for berthing, linen laundering and victualling for up to 10 contractor personnel deployed aboard each ship, and up to 2 additional transient personnel.
- C 6.2 Transient personnel will be allowed for certain duties, as required (e.g., depot level maintenance, etc.).
- C 6.3 Transient personnel will not be allowed to perform any duty he/she is not qualified and current to perform, and specifically allowed to do so by the Contracting Officer, the COR, or his/her designee.
- C 6.4 The Government will allow for use of communications systems for official e-mail between detachment and contractor's shore personnel in accordance with COMSCINST 2000.2 and COMSC WASHINGTON DC RMG 091506Z JUL 99. Provision of these services is contingent upon the threat condition of the vessel, and security restrictions on its ability to receive and transmit unclassified messages.
- C 6.5 Except where specifically noted within the contract, the Contractor will be required to make all administrative arrangements (e.g. diplomatic clearances, security clearances, visas, etc.). The Government will provide administrative assistance at its sole discretion.

**C 7 Crew Rotation**

- C 7.1 Contractor shall ensure that rotation of deployed personnel does not adversely affect (1) the detachment's ability and capability to perform required missions or (2) the ship's schedule.
- C 7.2 Contractor shall provide adequate time for turnover to ensure new detachment personnel's familiarization with operations, equipment, and the COR's standing orders.
- C 7.3 The Government will not reimburse the costs associated with rotation of deployed personnel.

**C 8 Security and Citizenship**

- C 8.1 The Contractor shall adhere to all specifications of the Form DD 254 and the NISPOM (National Industrial Security Program Operating Manual) DoD 5220.22M & DoD 5220.22M Sup.1. This includes, but is not limited to, the Contractor obtaining a Secret-level facility clearance for its shore facility from Defense Security Service (DSS).
- C 8.2 All deployed personnel shall obtain a Top Secret clearance from DSS prior to commencement of performance and shall maintain such status for the period of the contract. (Interim Top Secret clearances are acceptable.)
- C 8.3 All deployed personnel must be U.S. Citizens.

**C 9 General Personnel Skills and Qualifications**

- C 9.1 General Personnel Qualifications

- C 9.1.1 All deployed personnel must be able to work with others on a personable and professional basis to accomplish all tasks while preserving harmony in the work place.
- C 9.1.2 All deployed personnel must be proficient, qualified and skilled to perform the duties required of them. This is demonstrated through training and experience.
- C 9.1.3 Deployed personnel performing telecommunications duties must be familiar with, and have experience operating, the communications hardware and associated software shown in TE-1.
- C 9.1.4 Deployed personnel performing ADP/IT duties must be familiar with, and have experience operating, the ADP/IT hardware and associated software shown in TE-1.
- C 9.1.5 Deployed personnel performing maintenance duties must be familiar with, and have experience maintaining, the hardware and associated software shown in TE-1.
- C 9.1.6 The contractor technical representative must be qualified and skilled to attend all overhaul availabilities and major repairs when directed by the COR, and shall be fully qualified to review and recommend work items to the Contracting Officer and to make the *Report of Ship Visit* required in C16.
- C 9.1.7 All deployed personnel must hold a valid U.S. Passport at all times.

C 10	Key Personnel
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- C 10.1 Key personnel are those identified as such in the Contractor's proposal for the positions specified below. After award, changes in key personnel or in the number or descriptions of the positions below must be approved in advance by the Contracting Officer. Key personnel must meet or exceed the qualifications outlined below. Key personnel positions are as follows:
  - C 10.1.1 *Shore-based Contract Manager.* This person will be the single, initial point of contact for contractual issues, and will be the shore-based contract person responsible for the deployed personnel. It is required that this person have management skills that will allow him/her to properly coordinate, manage, supervise and track issues arising under the contract.
  - C 10.1.2 *Deployed Detachment Manager.* This person is the liaison between the detachment and the Master and COR. This person must have management skills that will allow him/her to properly accomplish duties to coordinate, manage, supervise and track duties and work of the communications detachment. The Detachment Manager will be responsible for holding the medical and dental records of deployed personnel (see Article C 12.3). The duties of the Detachment Manager may be performed concurrently with other contract functions so long as these do not interfere with his/her management duties.
  - C 10.1.3 *LAN IT Manager.* This person may be the same as the *Deployed Detachment Manager*. He/she shall be proficient in administering shipboard unclassified LAN systems and carry out LAN management in accordance with COMSC N6 instructions and must be certified as a Microsoft Certified Systems Engineer + Internet. (Windows NT4.0 or 2000).
    - C 10.1.3.1 The following are acceptable training alternatives for the LAN-IT Manager:
      - C10.1.3.1.1 Certification as Microsoft Certified Systems Engineer + Internet (Windows NT 4.0) or
      - C10.1.3.1.2 Certification as Microsoft Certified Systems Engineer + Internet (Windows 2000) or

- C10.1.3.1.3 Successful completion of Microsoft Exam 70-067, "Implementing and Supporting Microsoft Windows NT Server 4.0" or
- C10.1.3.1.4 Successful completion of Microsoft Exam 70-058, "Networking Essentials" or
- C10.1.3.1.5 Successful completion of Microsoft Exam 70-068, "Implementing and Supporting Microsoft Windows NT Server 4.0 in the Enterprise" or
- C10.1.3.1.6 Completion of U.S. Navy course of instruction in "Microsoft Networking Essentials" or
- C10.1.3.1.7 Completion of U.S. Navy training necessary for NEC IT 2735
- C 10.1.4 *Technical Representative.* This person shall be fully qualified to attend, review, recommend and report on overhauls and major repairs to system equipment under the contractor's responsibilities. The technical representative may be shipboard personnel.

C 11	Personnel Training
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- C 11.1 The Contractor is responsible for providing, coordinating and administering all training activities and evolutions. All training shall be completed prior to personnel's assignment to ship. All persons shall be trained to conduct duties as required under this contract.
- C 11.2 *ANTI-TERRORISM* - The Contractor shall ensure all personnel meet or exceed DOD Terrorist Force Protection training (DODINST. 2000.16, chap 1) prior to duties away from CONUS. Training shall be for the anticipated geographical area of operations and shall be documented.
- C 11.3 The Contractor shall ensure that all personnel who require CMS custodian training obtain training as stated in COMSCINST CMS21. A two-day course can be provided by Military Sealift Command. In this case all costs associated with the MSC course to include travel, tuition, etc. shall be borne by the contractor.
- C 11.3.1 The training shall be provided at the contractor's facility twice yearly.
- C 11.3.2 The Government will be responsible for costs associated with providing the instructor and training aids. The contractor will be responsible for all other costs.
- C 11.3.3 Contractor shall coordinate with the COR for Training Dates 3 months in advance.
- C 11.4 The Contractor shall develop a training program and secure training resources to meet the above training requirements. The Government retains the right to attend any or all-training sessions, with or without notice for evaluating purposes.
- C 11.5 Deployed personnel shall receive and participate in training (e.g., Chemical Biological Radiological-Defense training, fire-fighting and boat drills) provided by the Government to the general crew of the vessel(s) on which the contractor deploys detachments. Participation in such training/drills will be mandatory and at no cost to the contractor and no additional cost to the Government.

C 12	Medical
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- C 12.1 All deployed Contractor personnel must be medically qualified to be onboard MSC ships. The Contractor shall provide all embarked personnel assigned to this contract with pre-employment drug screening in accordance with 46 CFR Part 16. The Contractor shall provide all embarked personnel with

medical multiphasic screening physical examinations in accordance with COMSCINST 6000.1 series, Chapter 4 (Procedures) and Chapter 5 (Minimum Standards). The multi-phasic physical examination should be recent enough so that it will not lapse during the performance of this contract. To ensure that all elements of multiphasic physical examinations have been satisfied, the following statement of fitness must be certified on all assigned personnel Physical Examinations Reports above the signature of the Designated Maritime Physician. "(Name and Social Security Number) has been examined and found to be physically and psychologically qualified for duty at sea in an isolated environment in accordance with COMSCINST 6000.1Series.

- C 12.2 Deployed personnel shall not be accepted for employment if previously repatriated for a medical condition, unless a complete report from an U.S. Board Certified, licensed physician provides verification that the predisposing condition has been corrected or cured and such report has been approved by the Contractor's licensed physician. The Contractor shall not supply personnel who have any existing health condition that constitutes a hazard to such person or others aboard the ship even though the condition may be under control of medication. A high-risk medical condition shall subject the individual to immediate repatriation. All deployed personnel shall be carefully screened during pre-employment multiphasic physical examinations so as to ensure that they are in good physical condition, do not have a history of injuries, and do not have a history of inability to perform the position's physical requirements, and will be able to perform deployed duties during an extended cruise.
- C 12.3 All deployed personnel shall maintain a medical record sufficient to allow for medical treatment. All deployed personnel shall carry with them a copy of their medical and dental records. Further, the Contractor shall maintain (ashore) a copy of all deployed shipboard personnel medical and dental records.
- C 12.4 All deployed personnel shall have received current immunizations in accordance with BUMEDINST 6230.15 series prior to performance under this contract. All immunizations shall be recorded in their personnel medical record. All immunizations must be maintained and updated throughout duration of a deployment.
- C 12.5 All deployed personnel shall be willing to receive immunization provided by the Squadron Medical Service Officer (MSO) aboard the vessel upon which they are deployed. Unwillingness to receive immunization shall be grounds for immediate repatriation.
- C 12.6 In accordance with BUMEDINST 6230.15, personnel employed on board MSC vessels have a status equivalent to deployable forces serving under the auspices of the Military Services and are subject to the same immunization requirements as active duty personnel
- C 12.7 All deployed personnel shall have at least a 6-month supply of required medical supplies and medication to be handled in accordance with master's orders and at least one additional pair of glasses if corrective eyeglasses are necessary for work performed under this contract.
- C 12.8 Contractor shall provide at its expense or reimburse the Government for all Government provided emergency medical services used during deployment over \$500 in value (per incident), as priced by the Government. This shall not include immunizations.
- C 12.9 No Contractor personnel shall perform any duties when taking medications or other substances that would impair his/her ability to properly and safely perform assigned duties.

C 13	Government Dissatisfaction with Personnel
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- C 13.1 In the event the Government shall have any reason to be dissatisfied with the qualifications, conduct, or performance of any person employed by the Contractor, including, but not limited to, key personnel, the

COR will provide particulars to the Contractor who will promptly investigate and take the appropriate corrective action, including, but not limited to, making a change in the appointment.

- C 13.2 Nothing in this section shall reduce the Government's other rights allowed by other clauses contained in this contract.

C 14	Control and Operation of Personnel
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- C 14.1 Smoking policy shall be in accordance with U.S. Navy regulations or as directed by the cognizant authority.
- C 14.2 Vessel containing the contractor's detachment and all equipment and deployed personnel in the detachment may be subjected to random searches, subject to the rules and conditions of such searches as established by the appropriate authority. Searches may include, but are not limited to, persons, belongings and personal spaces.
- C 14.3 The introduction, possession, or use of alcoholic beverages by any person onboard any ship or onboard military aircraft is prohibited except as authorized by Article 1150, U.S. Navy Regulations and COMSCINST 3121.9, Chapter 5, Section 4.
- C 14.4 The introduction, possession, or use of narcotics, controlled substances (e.g. marijuana, substances containing narcotics, or paraphernalia) which are used to administer, dispense, or carry narcotics, except for authorized medical purposes, is prohibited onboard any ship during the period of contract by Article 1151, U.S. Navy Regulations and COMSCINST 3121.9, Chapter 5, Sections 4 and 6, which shall apply to this contract.
- C 14.5 The Contractor shall ensure that all deployed personnel perform under the operational authority of the Ship's Master or as directed by the COR and in accordance with applicable Navy and MSC regulations.
- C 14.6 Deployed personnel shall be limited to those shipboard locations required to perform their duties and to those areas designated as public areas.
- C 14.7 Deployed personnel may be restricted in liberty at the direction of the master depending upon the condition of the vessel or location.

C 15	Warranties
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- C 15.1 All equipment, supplies and services supplied or supporting this operation/contract shall be Y2K Compliant as defined by FAR 39.002.
- C 15.2 The Contractor warrants that it will provide trained (except as set out below), qualified and medically and psychologically fit personnel consistent with the intended mission, duration, and projected area of operation.
- C 15.3 The Contractor warrants that the appearance, dress and behavior of Contractor personnel are appropriate. Accordingly, the Contractor shall establish and enforce appropriate behavior, conduct, dress and grooming standards for deployed personnel. Work and berthing areas of assigned personnel shall be maintained in a clean condition in accordance with the Master's standing orders applicable to all on board.
- C 15.4 The Contractor warrants that all deployed personnel are qualified and have current certification/licenses for the duties they are assigned to perform before assuming the duties of the person they are to replace,



except for temporary assignments resulting from emergency situations or personnel filling training/familiarization billets. (In these situations, the Contractor warrants it will replace such personnel with all due dispatch.)

- C 15.5 The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable laws, codes, and regulations, in connection with the performance of work. Further, the Contractor is responsible to ensure that proper safety and health precautions are taken to protect the work, the workers, the public, and the property of others.
- C 15.6 All personnel replacing detachment personnel shall have qualifications that equal or exceed the minimums established in this contract.

C 16	CDRL
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- C 16.1 CASREP: A report of casualty shall be made whenever any equipment in TE-1 or subsequent revised TE-1 suffers loss of time for any reason whatsoever for a period of 30 minutes. Such report shall be made in accordance with COMSCINST. 3121.9A
- C 16.2 QUARTERLY REPORTS: A summary report shall be provided quarterly to the COR with a copy to the Contracting Officer. This report shall provide a summary of daily man-hours spent by labor category. It will also provide the number of messages handled daily, both incoming and outgoing, repairs including description, number, cost, types of equipment repaired, and a list of all CASREPS filed with a short description of each. Each report shall summarize the above requirements for the previous period and year to date for each fiscal year. The report shall be provided by the 10<sup>th</sup> of the month following the end of the quarter being reported. The report should be as short and concise as possible to adequately summarize results. A "Remarks" section may be added to explain in detail any action that may require further comments or to make recommendations for more effective or efficient service.
- C 16.3 QUARTERLY INVENTORY REPORT: A summary report shall be provided quarterly to the COR with a copy to the Contracting Officer. This report must provide the number and type of maintenance and repair parts used and their costs. Identification of parts shall be with a brief description. Specification or part numbers shall be required sufficient to identify each item. Each report shall summarize the above requirements for the previous period and year to date for each fiscal year. The report shall be provided by the 10<sup>th</sup> of the month following the end of the quarter being reported.
- C 16.4 REPORT OF SHIP VISIT: The contractor Technical Representative shall provide a summary report at the end of each overhaul availability or major overhaul. This summary shall document all repairs, upgrades, modifications, and new equipment and their costs by work item. The representative should also make recommendations to increase effectiveness or efficiencies of equipment and repairs, maintenance or shipboard operating methods.

**SECTION D Packaging and Marking****D 1 MARKING OF REPORTS**

- D 1.1 Reports shall be submitted in accordance with the Attachment J-1 of this contract. All reports shall be identified with the contract number.

**D 2 PACKING - COMMERCIAL FOR DOMESTIC SHIPMENT**

- D 2.1 Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to ensure safe delivery at destination.

**D 3 PACKING MATERIAL**

- D 3.1 The use of shredded paper, whether newspaper, office scrap, computer sheets, or wax paper in packing material for shipment to Navy activities is prohibited. The use of asbestos, loose filled polystyrene, excelsior, or other non-environmentally friendly material is prohibited.

**D 4 MARKINGS OF SHIPMENTS**

- D 4.1 The Contractor shall mark all shipments under this contract in accordance with the edition of ASTM-D-3951-90 "Standard Practice for Commercial Packaging" in effect on the date of the contract. The Contractor shall comply with FED STD 313 (Symbols for Packages and Containers for Hazardous Industrial Chemical and Materials) to the extent applicable.
- D 4.2 Classified material shall be prepared for shipment in accordance with the NISPOM (National Industrial Security Program Operating Manual) DoD 5220.22M & DoD 5220.22M Sup.1. The Contractor shall mark all shipments under this contract in accordance with the edition of MIL-STD129, "Marking for Shipments and Storage" in effect on the date of the solicitation or equivalent.

**SECTION E Inspection and Acceptance**

CLAUSES INCORPORATED BY REFERENCE:

52.246-3	Inspection Of Supplies Cost-Reimbursement	APR 1984
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	DEC 1991

<b>SECTION F Deliveries or Performance</b>
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<b>F 1 PERIOD OF PERFORMANCE</b>
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- F 1.1 The period of performance of this contract shall be one-year base period commencing on 1 **October** 2001 and ending 30 **September** 2002. There are four one-year option periods that may be exercised after the base period. If a vessel upon which services are being performed has a voyage in progress on the date of contract expiration the applicable rate for that vessel for the period beyond the expiration date shall be the rate that is in effect on the last day of the contract. Section B rates for a given vessel shall commence upon the embarking and acceptance of all personnel aboard that ship.

<b>F 2 PLACE AND DATE OF COMMENCEMENT</b>
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- F 2.1 The Government shall provide the vessels for boarding by contractor personnel at the places indicated below. No variation of vessel availability dates or location points shall affect the Contractor's duty to accept responsibility for operation under this Contract, nor shall any such variation be a basis for any adjustment to the contract price. The Government shall confirm actual port and scheduled date of delivery of the ship(s) by giving written notice to the Contractor not less than fifteen (15) days in advance of such anticipated turnover.

- F 2.2 Estimated dates and projected places for commencement:

<i><b>SHIP</b></i>	<i><b>ESTIMATED DATES OF COMMENCEMENT</b></i>	<i><b>PROJECTED PLACE OF COMMENCEMENT</b></i>
MPSRON ONE	01 October 2001	MEDITERRANEAN
MPSRON TWO	01 January 2002	DIEGO GARCIA
MPSRON THREE	01 March 2002	GUAM/SAIPAN
APSRON FOUR	01 May 2002	DIEGO GARCIA

<b>F 3 DELIVERY OF DATA</b>
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- F 3.1 Contract Data Requirements List items (CDRLs) shall be submitted in accordance with the DD Form 1423 (Associated with Attachment J-1). All data delivered shall be marked with the contract number and applicable (CDRL) Number.

**SECTION G Contract Administration Data****G1. DESIGNATION OF PRINCIPAL CONTRACTING OFFICER**

G1.1. The Principal Contracting Officer for this contract is:

Commander Military Sealift Command, Code N1021/PM1  
914 Charles Morris Court, SE  
Washington Navy Yard, DC 20398-5540

**G2. CONTRACTING OFFICER'S REPRESENTATIVE (COR).**

G2.1. Upon contract award, the Contracting Officer's Representative (COR) will be named in writing. As such, this individual will be responsible for monitoring the performance of the Contractor and the adherence to the requirements of the contract as defined in Section C.

G2.2. The COR shall provide technical guidance and perform routine inspections of the facility on behalf of the Contracting Officer. In no event, however, shall any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract be authorized by the COR, or any other Government personnel, unless ratified at the sole discretion of the Contracting Officer and evidenced by a formal contract modification executed by the Contracting Officer.

G2.3. When the COR or any other Government personnel requests an effort, which in the opinion of the Contractor is outside the scope of the contract, the Contractor shall promptly notify the Contracting Officer. No action shall be taken by the Contractor under such technical instruction until directed by the Contracting Officer.

G2.4. If the Contractor is not in agreement with the Contracting Officer's decision on any matter above, the Contractor may pursue remedies in accordance with FAR clause 52.233-1 Disputes.

**G3. INVOICE REQUIREMENTS**

G3.1. Invoices shall be submitted in accordance with the following instructions.

G3.2. The only items payable under this contract are the applicable contract rates, and the items listed as cost reimbursables in Section B of the contract. Additional operating services or maintenance and repair may be added to Section B by the Contracting Officer, by written order, pursuant to the Changes Clause (FAR 52.243-1). Any other items or costs, including alterations, must be supported by the appropriate contract modification/Contracting Officer's authorization.

G3.3. The Contractor may submit invoices every 15 days. The Government will pay per diem invoices in accordance with FAR 52.232-25, Prompt Payment, and Section G.

G3.4. Reimbursable invoices shall be submitted when the supplies are purchased. All invoices will be reimbursed in accordance with FAR 52.232-25, Prompt Payment. Cost Reimbursable line items will be paid at actual cost only. Reimbursable invoices shall not include overhead, general and administrative costs, material handling costs, profit or fees above the actual cost. In addition, the Contractor shall:

- (1) Submit one original and three copies of all invoices and attach an original and one copy of all supporting documents. For the purpose of this contract, carbon copies or those marked "copy" or

"duplicate" are not acceptable as originals. When Contractor's original invoices are prepared on duplicating machines, these invoices must have the word "Original" typed, printed, or stamped thereon.

- (2) Ensure that invoices for reimbursable line items identify the appropriate contract line item from Section B of the contract. Additionally, on the face of the invoice for reimbursable supplies, the Contractor shall clearly indicate the breakdown of costs associated with that contract line item. All invoices for per diem and cost reimbursement items must be submitted with a coversheet that clearly itemizes and describes each expenditure type.
- (3) Ensure that supporting documentation for each invoice for reimbursement of expenses paid by the Contractor for the account of the Government, shall be an original vendor's receipted invoice, clearly marked "Paid" by the vendor, and a copy or photostat of same. Where this procedure would cause extensive delay in payment, or it is impractical to have the vendor mark the invoice paid, the Contractor may stamp the invoice paid annotating beneath the paid stamp the check number evidencing payment. (the Government will request copies of Contractor's canceled checks in support of the paid stamp on a random sample basis).
- (4) Indicate on each vendor invoice for foreign currency, the rate of exchange as of the date of Contractor payment. In addition, the Contractor shall attach a copy of the bank draft or other suitable document showing the rate of exchange.
- (5) Attach an English translation if the vendor's invoice or supporting documentation is in a foreign language.
- (6) Advise all vendors to indicate on the vendor's invoices the date their services were performed. Indicate this date on the face of the invoice with the line item for the services received.
- (7) Attach copies of applicable Contracting Officer's written consent issued pursuant to FAR 52.244-2 for cost reimbursable subcontracts or if the costs exceed \$25,000.

G3.5. When practicable, refer to supporting documents on the face of the invoice.

G3.6. Indicate the applicable Contract Line Item Number (CLIN) and Line of Accounting (LOA) from Section B.

G3.7. Ensure that the company name, contract number, and similar data shown on the invoice agree with that shown in the contract.

G3.8. Address invoices to:

Commander Military Sealift Command, Code N86  
914 Charles Morris Court, SE  
Washington Navy Yard, DC 20398-5540

G3.9. Invoices for reimbursement submitted under this contract must be submitted not later than 90 days from receipt/payment of a payable invoice from a subcontractor. Any invoice for reimbursement not submitted within this timeframe shall not be payable under the contract.

G3.10. When it is necessary to forward invoices with classified supporting documents, send IAW NISPOM (National Industrial Security Program Operating Manual) DoD 5220.22M & DoD 5220.22M Sup.1.

G3.11. Payments due under this contract may be assigned to a financial institution only. If payment is assigned, invoices must include the name of the financial institution, address and account number where disbursements are to be forwarded.

- G3.12. Occasionally an invoice may be returned for correction. A "corrected", "adjusted", or "revised" invoice or an invoice otherwise identified with a previous invoice which has been returned is acceptable only when the original invoice (for which the correction is submitted) is attached to the corrected invoice.
- G3.13. Personnel of the Military Sealift Command are prohibited from altering an invoice in any respect. Any deduction or difference between the amount invoiced and the amount paid will be fully explained by the PM3 Financial Office, PM3F and will accompany the Treasury check mailed to the Contractor.
- G3.14. Questions regarding deductions should be referred to Commander, Military Sealift Command (Code N102). If the Contractor considers a deduction unfair, he may present a claim for the amount deducted. In general, a claim should be in the form of a letter of explanation with necessary documentation evidencing the deduction as payable.
- G3.15. All correspondence relating to invoices should contain the ship's name, company name, contract number, and invoice number.
- G3.16. If there are any amounts owing to the Government by the Contractor under the terms of this contract, and it is considered by the Contracting Officer that withholding of certain moneys is necessary to protect the interests of the Government pending final determination of the amount owed and the Contractor's liability therefor, the dollar amount of such debt may be estimated and withheld or set off from sums owing to the Contractor by the Government under any invoice for services or supplies under this contract or from any other contract between the Government and the Contractor. Likewise, the Government may recover overpayments paid to the Contractor for service and supplies under this contract under one invoice by withholding or setting off sums due to the Contractor from any other invoice under this contract or any other contract.
- G3.17. Reimbursables, General: Notwithstanding anything in the performance work statement to the contrary, when the Contractor purchases or provides material or services that are reimbursable under the terms of this contract, the Government will pay the Contractor those direct costs actually incurred by the Contractor, excluding all indirect costs and profit or fees, for acquiring those supplies and services which are expressly identified as reimbursable items by this contract, provided the Contracting Officer determines these costs to be fair and reasonable (See Section I, FAR 52.244-2, Subcontracts (Cost Reimbursement and Letter Contracts) and FAR 244-5, Competition in Subcontracting). Reimbursement costs shall not include overhead, general and administrative costs, material-handling costs, profit or fees above the actual costs.

**SECTION H Special Contract Requirements**

## CLAUSES INCORPORATED BY REFERENCE:

252.247-7006 Removal of Contractor's Employees

DEC 1991

**H1. UNUSUAL EMERGENCY, NATURAL DISASTER, CONTINGENCY, MOBILIZATION AND/OR WAR**

H1.1 The Contractor, his employees and/or agents agree to obey the lawful orders emanating from the Secretary of the Navy, Secretary of Defense and/or President of the United States in all cases relating to unusual emergency, natural disaster, contingency, mobilization and/or war.

H1.2 The Government will reimburse the Contractor for its actual out-of-pocket expenses including all taxes with respect thereto for which the Contractor is responsible by reason of compliance with the legal orders of duly authorized agents of the Government for (i) any war risk bonuses, extra wages based on the areas to be traversed during, or the ports of call of, any voyage hereunder; (ii) any required payments to the officers or crew of the ship necessarily incurred by reason of orders or direction of the Government which require the Contractor to breach existing Articles of the crew or contracts with the officers; provided such Articles and contracts comply with the instructions of the Government. However, any war risk bonuses and/or extra wages based on the areas to be traversed or the ports of call of any voyage hereunder shall be paid in an amount not to exceed what would be payable under applicable laws and regulations to civil service mariners, in the employ of the Military Sealift Command, for service on the ship of the same voyage.

**H2. RESERVED****H3. AWARD FEE**

H3.1 An award fee may be awarded based on the Contractor's superior performance on various aspects of contract performance. This award fee will be ( \$50,000 ) (Nominated by the contractor at the time of its offer subject to a minimum of \$50,000 per year, per squadron) will be set at award of contract. The award fee will be determined by evaluating (all of equal merit) (1) Mission Operations and Readiness, (2) Management of Preventive Maintenance System and Operator Capable Repairs, and (3) Management of Reimbursable costs. This award fee will be awarded solely at the discretion of the Contracting Officer at the end of each year of contract performance as described below. The Determination of the award fee granted will be based, in part, on the Contractor's performance as well as audits of the Contractor's accounting of reimbursable expenditures. The purpose of providing an award fee is to encourage and reward superior quality performance and effective management of reimbursable costs.

H3.2 The operation of this clause shall be in accordance with an Award Fee Plan to be mutually agreed upon after contract award. Although this Plan will provide for "reclama" procedures, determinations by the Contracting Officer with respect to the amount of the award fee to be paid to the Contractor are final and shall not be subject to the "DISPUTES" clause of this Contract.

H3.3 The Contractor's overall performance hereunder shall be evaluated periodically, as established in the Award Fee Plan noted in H3.2 above, but no longer than annually, by a Performance Evaluation Board. The Contractor may be requested to present its self-evaluation report to the Board at scheduled annual meetings. The Board, after evaluation of contractor performance, will report findings and recommendations to the FDO. This official will determine whether, and to what extent, the Contractor's performance for the preceding evaluation period warrants payment of the award fee available.



- H3.4 Evaluation by the Performance Evaluation Board shall be consistent with the requirements of the contract. The evaluation criteria and any additional pertinent information contained in the evaluation criteria shall be furnished to the Contractor by the Contracting Officer. The Contractor shall be notified of evaluation criteria changes, if any, prior to commencement of the annual evaluation period to which the criteria apply.
- H3.5 The Performance Evaluation Board's report of findings and the FDO's decision will be in writing and shall be furnished to the Contractor by the Contracting Officer. The report of findings shall set forth the Board's reasons for concluding to what degree that the award fee was earned, and whatever substantiating evidence the Board may consider appropriate. This will enable the Contractor to know those areas of its operation which are exemplary or which require improvement.
- H3.6 After the award fee determination has been made, the Contracting Officer will issue a modification to the contract authorizing the payment of the award fee.

<b>SECTION I Contract Clauses</b>
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## CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	OCT 1995
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-2	Security Requirements	AUG 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper	JUN 1996
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.217-8	Option To Extend Services	NOV 1999
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-8	Utilization of Small Business Concerns	OCT 1999
52.219-9 Alt II	Small Business Subcontracting Plan (Oct 2000) Alternate II	OCT 2000
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	AUG 1996
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 1995
52.222-26	Equal Opportunity	FEB 1999
52.222-29	Notification Of Visa Denial	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	JAN 1997
52.223-10	Waste Reduction Program	OCT 1997
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	OCT 1996
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-10	Notice of Buy American Act/Balance of Payments Program Requirement--Construction Materials	FEB 2000
52.225-11	Buy American Act--Balance of Payments Program--Construction Materials Under Trade Agreements	FEB 2000
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000

52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.227-14	Rights in Data--General	JUN 1987
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.229-6	Taxes--Foreign Fixed-Price Contracts	JAN 1991
52.229-8	Taxes--Foreign Cost-Reimbursement Contracts	MAR 1990
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	MAY 1997
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	JUN 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.232-34	Payment By Electronic Funds Transfer--Other Than Central Contractor Registration	MAY 1999
52.233-1 Alt I	Disputes (Dec 1998) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt II	Changes--Fixed-Price (Aug 1987) - Alternate II	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.246-20	Warranty Of Services	APR 1984
52.247-63	Preference For U.S. Flag Air Carriers	JAN 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-6	Termination (Cost Reimbursement)	SEP 1996
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.252-6	Authorized Deviations In Clauses	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	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	MAR 2000
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection	NOV 1995

	Under The Intermediate Range Nuclear Forces (INF) Treaty	
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	MAR 1998
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 1991
252.225-7008	Supplies To Be Accorded Duty-Free Entry	MAR 1998
252.225-7009	Duty-Free Entry--Qualifying Country Supplies (End Products and Components)	MAR 1998
252.225-7010	Duty-Free Entry--Additional Provisions	MAR 1998
252.225-7025	Restriction on Acquisition of Forgings	JUN 1997
252.225-7026	Reporting Of Contract Performance Outside The United States	JUN 2000
252.225-7031	Secondary Arab Boycott Of Israel	JUN 1992
252.227-7036	Declaration of Technical Data Conformity	JAN 1997
252.231-7000	Supplemental Cost Principles	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
252.249-7002	Notification of Anticipated Program Termination or Reduction	DEC 1996

CLAUSES INCORPORATED BY FULL TEXT
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52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)
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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

See Secion J, Attachment J-2 Wage Determination

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (OCT 1998)
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(a) Definitions.

"Commercial item", as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract", as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately-Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

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

[Insert one or more Internet addresses]

farsite.hill.af.mil/  
www.arnet.gov

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (AUG 1993)
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(a) Contract line item(s) ALL through All are incrementally funded. For these item(s), the sum of \$10,000 (97 X 4930 ND2A 252 00033 0 000033 2F 101681 0101000 2528B) of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (i) of this clause.

(b) For items(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 will not be obligated 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 THE 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 (i) 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 (i) 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 subsequent period as may be specified in the allotment schedule in paragraph (i) 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 THE 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 paragraph (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 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) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

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

On execution of contract.....	<u>\$10,000</u>
OCT 01 .....	\$2,018,999.11
OCT 02 .....	<u>\$1,013,672.29</u>

(End of clause)

## SECTION J List of Documents, Exhibits and Other Attachments

### J-1

#### CONTRACT DATA REQUIREMENTS LIST

- CDRL 001 CASREP: A report of casualty shall be made whenever any equipment in TE-1 or subsequent revised TE-1 suffers loss of time for any reason whatsoever for a period of 30 minutes. Such report shall be made in accordance with COMSCINST. 3121.9A
- CDRL 002 QUARTERLY REPORTS: A summary report shall be provided quarterly to the COR with a copy to the Contracting Officer. This report shall provide a summary of daily man-hours spent by labor category. It will also provide the number of messages handled daily, both incoming and outgoing, repairs including description, number, cost, types of equipment repaired, and a list of all CASREPS filed with a short description of each. Each report shall summarize the above requirements for the previous period and year to date for each fiscal year. The report shall be provided by the 10<sup>th</sup> of the month following the end of the quarter being reported. The report should be as short and concise as possible to adequately summarize results. A "Remarks" section may be added to explain in detail any action that may require further comments or to make recommendations for more effective or efficient service.
- CDRL 003 QUARTERLY INVENTORY REPORT: A summary report shall be provided quarterly to the COR with a copy to the Contracting Officer. This report must provide the number and type of maintenance and repair parts used and their costs. Identification of parts shall be with a brief description. Specification or part numbers shall be required sufficient to identify each item. Each report shall summarize the above requirements for the previous period and year to date for each fiscal year. This report shall further provide a concise listing of all TE-1 equipment under the contractor's custody, providing both the location and condition of the equipment. The report shall be provided by the 10<sup>th</sup> of the month following the end of the quarter being reported.
- CDRL 004 REPORT OF SHIP VISIT: The contractor Technical Representative shall provide a summary report at the end of each overhaul availability or major overhaul. This summary shall document all repairs, upgrades, modifications, and new equipment and their costs by work item. The representative should also make recommendations to increase effectiveness or efficiencies of equipment and repairs, maintenance or shipboard operating methods.

### J-2

#### WAGE DETERMINATION

Please see our web page for the wage determination at [www.msc.navy.mil](http://www.msc.navy.mil).

### J-3

#### LIST OF PRIMARY PORTS

#### MEDITERRANEAN

Rota, SP  
 Malaga, SP  
 Palma, SP  
 Naples, IT  
 Augusta Bay  
 Souda Bay  
 Haifa, IS  
 Ibiza, SP

Cartagena, SP  
Benidorm, SP  
Alicente, SP

DIEGO GARCIA

WESTERN PACIFIC

Guam  
Saipan  
Okinawa, JP

Above listing is provided for guidance only, and is neither limiting nor all inclusive.

J-4  
DD254

**To be completed at time of award**

**SECTION J - LIST OF ATTACHMENTS**

**TE - 1- 1 Attachments**

TITLE

J-1	CDRLS (DD Form1423 listed separately)
J-2	Wage Determination
J-3	Primary Ports
J-4	DD254 (To be completed at award)

Technical Exhibits

TITLE

TE-1	Equipment and Systems
TE-2	Furnished Facilities and Government Equipment
TE-3	Estimated Man-hours for Preventive Maintenance and Operational Testing
TE-4	Preventive Maintenance System (24 exhibits)