

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 22				
2. CONTRACT NO. HQ0034-07-C-1028		3. AWARD/EFFECTIVE DATE 01-Jun-2007		4. ORDER NUMBER		5. SOLICITATION NUMBER HQ0034-07-R-1027		6. SOLICITATION ISSUE DATE 08-Mar-2007		
7. FOR SOLICITATION INFORMATION CALL:			a. NAME JOHN D. HUNDLEY			b. TELEPHONE NUMBER (No Collect Calls) 703-696-3866		8. OFFER DUE DATE/LOCAL TIME 12:00 PM 06 Apr 2007		
9. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1777 NORTH KENT ST SUITE 12063 ARLINGTON VA 22209 TEL: FAX:			CODE HQ0034		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 561621 SIZE STANDARD:			11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING		12. DISCOUNT TERMS Net 30
15. DELIVER TO FFPA JOHN SIMMONS 9000 DEFENSE PENTAGON FB2-3410/12 WASHINGTON DC 20301-9000			CODE HQ0020		16. ADMINISTERED BY SEE ITEM 9					CODE
17a. CONTRACTOR/OFFEROR DRS TECHNICAL SERVICES INC KRIS MCKINLEY 5845 RICHMOND HWY SUITE 725 ALEXANDRIA VA 22303-1865 TEL. 703-329-9300			CODE 2R341		18a. PAYMENT WILL BE MADE BY DFAS-CO/SOUTH ENTITLEMENT OPERATIONS P.O. BOX 182264 COLUMBUS OH 43218-2264			CODE HQ0338		FACILITY CODE
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT		
SEE SCHEDULE										
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$695,007.00				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>					29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			31c. DATE SIGNED			
				<i>Melanie Alston</i>			31-May-2007			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Ms. Melanie Alston / Contracting Officer TEL: 703-696-4093 EMAIL: melanie.alston@whs.mil					

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

PAGE 2 OF 22

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
<p>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED
 INSPECTED
 ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

PARTIAL	FINAL
---------	-------

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

COMPLETE
 PARTIAL
 FINAL

37. CHECK NUMBER

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Alarm Monitoring & Customer Call Center FFP Alarm Monitoring and Customer Call Center coverage (24/7) within the Pentagon Command Center and other areas designated by the Government.		Months		
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Funding for Leased Facilities FFP Funding is added in the Amount of \$347,503.50. PURCHASE REQUEST NUMBER: PFPA4507214		Months	(b)(4)	\$347,503.50
NET AMT					\$347,503.50
ACRN AA					\$347,503.50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB	Funding for Pentagon FFP Funding is added in the amount of \$347,503.50 PURCHASE REQUEST NUMBER: PFPA4507215	(b)(4)	Months	(b)(4)	\$347,503.50
NET AMT					\$347,503.50
ACRN AB					\$347,503.50

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	Option Year 1 FFP Alarm Monitoring and Customer Call Center coverage (24/7) within the Pentagon Command Center and other areas designated by the Government.	(b)(1)	Months	(b)(4)	\$2,063,736.00
NET AMT					\$2,063,736.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Option Year 2 FFP Alarm Monitoring and Customer Call Center coverage (24/7) within the Pentagon Command Center and other areas designated by the Government.	(b)(1)	Months	(b)(4)	\$2,161,932.00
NET AMT					\$2,161,932.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Option Year 3 FFP Alarm Monitoring and Customer Call Center coverage (24/7) within the Pentagon Command Center and other areas designated by the Government.	(b)(1)	Months	(b)(4)	\$2,253,660.00
NET AMT					\$2,253,660.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Option Year 4 FFP Alarm Monitoring and Customer Call Center coverage (24/7) within the Pentagon Command Center and other areas designated by the Government.	(b)(1)	Months	(b)(4)	\$2,355,072.00
NET AMT					\$2,355,072.00

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	PFPA 9000 DEFENSE PENTAGON FB2-3410/12 WASHINGTON DC 20301-9000	Government	PFPA 9000 DEFENSE PENTAGON FB2-3410/12 WASHINGTON DC 20301-9000	Government
0001AA	N/A	N/A	N/A	Government
0001AB	N/A	N/A	N/A	Government
0002	PFPA 9000 DEFENSE PENTAGON FB2-3410/12 WASHINGTON DC 20301-9000	Government	PFPA 9000 DEFENSE PENTAGON FB2-3410/12 WASHINGTON DC 20301-9000	Government
0003	PFPA 9000 DEFENSE PENTAGON FB2-3410/12 WASHINGTON DC 20301-9000	Government	PFPA 9000 DEFENSE PENTAGON FB2-3410/12 WASHINGTON DC 20301-9000	Government
0004	PFPA 9000 DEFENSE PENTAGON FB2-3410/12 WASHINGTON DC 20301-9000	Government	PFPA 9000 DEFENSE PENTAGON FB2-3410/12 WASHINGTON DC 20301-9000	Government
0005	PFPA 9000 DEFENSE PENTAGON FB2-3410/12 WASHINGTON DC 20301-9000	Government	PFPA 9000 DEFENSE PENTAGON FB2-3410/12 WASHINGTON DC 20301-9000	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUN-2007 TO 30-NOV-2007	N/A	PFPA JOHN SIMMONS 9000 DEFENSE PENTAGON FB2-3410/12 WASHINGTON DC 20301-9000 703-695-2686 FOB: Destination	HQ0020
0001AA	N/A	N/A	N/A	N/A
0001AB	N/A	N/A	N/A	N/A
0002	POP 01-DEC-2007 TO 30-NOV-2008	N/A	PFPA JOHN SIMMONS 9000 DEFENSE PENTAGON FB2-3410/12 WASHINGTON DC 20301-9000 703-695-2686 FOB: Destination	HQ0020
0003	POP 01-DEC-2008 TO 30-NOV-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0020
0004	POP 01-DEC-2009 TO 30-NOV-2010	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0020
0005	POP 01-DEC-2010 TO 30-NOV-2011	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0020

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4931.2015 PX161 4501 2595 S49447 PBAC70031
 AMOUNT: \$347,503.50
 CIN 00000000000000000000000000000000: \$347,503.50

AB: 97X4950.2015 PX161 4501 2595 S49447 PFAC70062
 AMOUNT: \$347,503.50
 CIN 00000000000000000000000000000000: \$347,503.50

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.204-9	Personal Identity Verification of Contractor Personnel	NOV 2006

52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.247-34	F.O.B. Destination	NOV 1991
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests	MAR 2007
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

___ (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

- (ii) Alternate I (OCT 1995) of 52.219-7.
- (iii) Alternate II (MAR 2004) of 52.219-7.
- (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (OCT 2001) of 52.219-9
- (iii) Alternate II (OCT 2001) of 52.219-9.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- (ii) Alternate I (JUNE 2003) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).
- (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
- (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

___ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (JAN 2004) of 52.225-3.

___ (iii) Alternate II (JAN 2004) of 52.225-3.

___ (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).

___ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

___ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

___ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

 X (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).

___ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

___ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

___ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

 X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007) (DEVIATION)

(a) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (a) if the contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times, the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201)

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(c) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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 of the end of contract performance.

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 Nov 2007. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 Nov 2007, 30 Nov 2008, 30 Nov 2009, 30 Nov 2010 and 30 Nov 2011 respectively until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

[www.com]

(End of clause)

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The COR is a representative for the Government with limited authority who has been designated in writing by the Contracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and statement of work (SOW)/statement of objectives (SOO) as established in the contract. The COR also monitors the progress and quality of the Contractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

The COR is NOT authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract (or task/delivery order). No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or written modification to the contract (or task/delivery order). The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

If the Contracting Officer has designated an Alternate COR (ACOR), the ACOR may act only in the absence of the COR (due to such reasons as leave, official travel, or other reasons for which the COR is expected to be gone and not readily accessible for the day).

COR authority IS NOT delegable.

INVOICING INSTRUCTIONS (WHS, A&PO Mar 2007)

In compliance with DFARS 252.232-7003, "Electronic Submission of Payment Request (March 2003)", Washington Headquarters Services, Acquisition & Procurement Office (WHS, A&PO) utilizes WAWF-RA to electronically process vendor request for payment. The web based system is located at <https://wawf.eb.mil>, which provides the technology for government contractors and authorized Department of Defense (DOD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. The contractor is required to utilize this system when submitting invoices and receiving reports under this contract. Submission of hard copy DD250/Invoice/Public Vouchers (SF1034) will no longer be accepted for payment.

The contractor shall (i) ensure an Electronic Business Point of Contract is designated in Central Contractor Registration at <http://www.ccr.gov/> and (ii) register to use WAWF-RA at <https://wawf.eb.mil> within ten (10) days after award of the contract or modification incorporating WAWF-RA into the contract. The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company CCR EB is activated, the CCR EB will self-register on the WAWF and follow the instructions for a group administrator. Step by step instructions to register are available at <http://wawf.eb.mil>.

The contractor is directed to select either "Invoice as 2-in-1" for services only or "Invoice and Receiving Report (Combo)" for supplies or any combination of goods and services. Both types of invoices fulfill the requirement for submission of the Material Inspection and Receiving Report, DD Form 250.

Back up documentation may be attached to the invoice in WAWF under the "Misc Info" tab. Fill in all applicable information under each tab.

The following required information should automatically pre-populate in WAWF; if it does not populate, or does not populate correctly, enter the following information:

“Issue by DoDAAC” field enter **HQ0034**

“Admin DoDAAC” field enter **HQ0034**

“Payment DoDAAC” field enter HQ0338

“Service Acceptor/Extension” or “Ship to/ Extension” field enter HQ0020 and 4500.

“Inspect By DoDAAC/ EXT” fields Leave blank

“LPO DoDAAC/ EXT” fields - Leave blank

Contractor shall verify that the DoDAACs automatically populated by the WAWF-RA system match the above information. If these DoDAACs do not match then the contractor shall correct the field(s) and notify the contracting officer of the discrepancy (ies).

Take special care when entering Line Item information . The Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following items exactly as they appear in the contract:

Item Number: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character, separately identified Sub Line Item Number (SLIN) (e.g. – 0001AA) or Informational SLIN (e.g. – 000101), otherwise use the 4 character CLIN (e.g. – 0001).

ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

Note – DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY CLIN/SLIN/ ACRN.

Unit Price

Unit of Measure

Shipment numbers must be formatted as follows:

Three (3) alpha characters followed by four (4) numeric characters.

For Services, enter ‘SER’ followed by the last 4 digits of the invoice number.

For Construction, enter ‘CON’ followed by the last 4 digits of the invoice number.

For Supplies, enter ‘SUP’ followed by the last 4 digits of the invoice number.

If the invoice number is less than 4 digits, enter leading zeros.

Before closing out of an invoice session in WAWF-RA but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on “Send More Email Notification” on the page that appears. Add the following email address john.hundley.ctr@whs.mil, sue.miller@pfpa.mil, mary.marshall@pfpa.mil, edna.rogers@pfpa.mil, denise.powell@pfpa.mil, and john.simmons@pfpa.mil in the first email address block and add any other additional email addresses desired in the

following blocks. This additional notification to the government is important to ensure that all appropriate persons are aware that the invoice documents have been submitted into the WAWF-RA system.

If you have any questions regarding WAWF, please contact the WAWF Help Desk at 1-866-618-5988.

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
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STATEMENT OF WORK

Statement of Work

Pentagon Force Protection Agency (PFPA) Command Center (PCC)
 Alarm Monitoring and Customer Call Center
 27 February 2007

1.0 Scope

This Statement of Objectives (SOO) describes the requirements and responsibilities of the contractor selected to perform Alarm Monitoring & Customer call center services within the PFPA Command Center (PCC) and other areas designated by Government.

2.0 Task Requirements

The Contractor shall provide full alarm monitoring & customer call center coverage (24/7) within the PCC, and other areas designated by Government. The twenty-four hour period shall be supported in 3 daily eight-hour shifts. The hours for the three shifts shall be 0600-1400, 1400-2200, and 2200-0600 Sunday through Saturday (including all holidays). Alarm Monitoring responsibility to include the need to be trained/certified on multiple make/models of Intrusion Detection (IDS), Access Control (ACS), and CCTV equipment, to include but not limited to the following equipment types:

- AMAG Technology (2,568 zones)
- MDI Safe-net (119 zones)
- DAQ Electronics Version C-3 (559 zones)
- DAQ Electronics Version C-4 (245 zones)
- AMAG Technology Global (5 zones)
- ITI (2 Zones)
- Bosch CCTV System (550 Zones)
- Multiple alarm monitoring stations (terminals) Estimate 10 plus future growth
- Customer Call Center (help/trouble desk). Approximately 400 calls per 24-hour period over (5) telephone extensions. This includes customer questions, maintenance calls, trouble calls, access/secure status verification, etc.
- Customer Service Orders (CSO's). Approximately 30-50 generated per month

2.0.1 Work Station Constraints and Call Frequency Table

The single work area physical space limitations are restricted to the eight collocated workstations described below.

Seven one-person workstations with one telephone and two alarm system monitors per workstation.

One one-person workstation with one telephone and one computer; no alarm system monitors (may be used as a supervisor station).

The table below presents the typical call frequency pattern for a routine 24-hour day, distributed by hours across three shifts.

Time Period	Calls In	Calls Out	Time Period	Calls In	Calls Out	Time Period	Calls In	Calls Out
0600-0700	16	7	1400-1500	15	14	2200-2300	5	11
0700-0800	11	10	1500-1600	6	5	2300-2400	1	7
0800-0900	8	1	1600-1700	13	11	0000-0100	2	2
0900-1000	8	2	1700-1800	27	20	0100-0200	0	0
1000-1100	4	1	1800-1900	12	6	0200-0300	0	0
1100-1200	4	1	1900-2000	14	11	0300-0400	0	0
1200-1300	7	0	2000-2100	6	7	0400-0500	0	0
1300-1400	2	2	2100-2200	5	6	0500-0600	6	1
Shift Totals	60	24	Shift Totals	98	80	Shift Totals	14	21

2.1 Daily operations

2.1.1 Alarm Monitoring

The Contractor shall provide alarm monitoring and monitor supervision for all ACS, IDS, and CCTV systems within the PCC (maintained by others). The Contractor shall interface primarily with the PCC Directorate, as well as Security Services, Pentagon Police Department (PPD), Anti-Terrorism, Force Protection and CBRN Directorates in order to provide timely responses/action to all alarms conditions that come into the PCC. Duties shall include but are not limited to:

- Monitoring of alarms, access control and video security systems.
- Performing routine clerical work.
- Acknowledging, recognizing, and acting upon, all alarm events IAW Government provided SOP's, General Orders, or Instructions.
- Placing phone calls that are required to resolve alarm issues (call to occupant, technician, etc.).
- Notify PCC to request dispatch of PPD, or Contract Security Officers to various alarm conditions that require response.
- Record information and situations into various log books in both hard/electronic formats.
- Manage, maintain, notify, and distribute the Contractor Service Orders (CSO's) ticket program IAW Government instructions.

- Provide 24-hour Customer Call Center (help/trouble desk) as part of daily responsibilities.
- Make notifications as required IAW SOP's.
- Track & document all alarm conditions/actions taken IAW Government requirements.
- Support PCC staff with quarterly duress alarm testing IAW local SOP's.
- Work directly with PCC Shift Commanders on all alarm monitoring issues/events to ensure proper notification/actions have been taken and documented in corresponding police reports/blotter entries.

2.1.2 Management/Oversight

The Contractor shall provide qualified management and oversight of all personnel assigned. This person(s) shall be the main point of contact for technical, administrative and personnel issues between the Government and the Contractor.

2.1.3 Training

The Contractor shall be responsible for identifying & obtaining all manufacturer training materials, documents, manuals, equipment specifications, necessary to provide and maintain up to date, required training/certifications, to meet PFPA & DOD Regulatory requirements, for the monitoring of classified areas (DOD 5200.1R & DCID 6/9). Alarm Monitoring Training will be conducted in Government approved classroom or on the job (OJT) training environment. Contractor shall develop a training plan that will be reviewed and approved by the Government in advance, prior to implementation. Training plan shall include as a minimum

- Training plan for each system in use to ensure proficiency in acknowledging, processing, and acting upon each unannounced alarm condition IAW SOP's and applicable DOD regulations.
- Complete, Track, Distribute, and Follow up on Customer Service Orders (trouble tickets) generated.
- Familiarity with DOD 5200.1R & DCID 6/9
- Ability to access & utilize all system tools, graphics, mimics, procedure files, event reports, alarm status screens, etc...
- Familiarity with this SOW and all requirements listed.

2.2 Meeting Support

Contractor's Operations Manager or Shift Supervisor shall be available as needed to participate in weekly progress reviews to address technical and program issues identified by PFPA. Contractor shall be able to provide alarm monitoring reports, event/logging data, as needed to accompany presentations, police reports, or investigations, upon request.

3.0 Government Furnished Property

The Contractor shall provide all items necessary for the completion of this effort unless identified as Government Furnished Property. The Alarm Monitoring Workstations and systems to be monitored, are furnished, installed, and maintained by Government or other Government contractors.

4.0 Government Furnished Facility

The Government will provide office space for alarm monitors & alarm monitoring workstations. This office space will be equipped with modular furniture, telephones, and a computer. All other office supplies, tools, and equipment necessary to complete this effort shall be provided by Contractor.

5.0 Data Deliverables

This paragraph lists the data deliverables:

- Provide daily (each shift) alarm activity logs, actions taken, pending issues to Director of PCC & Security Services.
- Provide daily (each shift) CSO report logs, actions taken, and pending issues, to Director of PCC & Security Services.
- Provide quarterly duress alarm testing reports as defined in 2.1.1
- Provide Monthly "Alarm Operation Manager" reports to cover the following topics/issues
 - Alarm monitor schedules
 - Training/Certification progress reports
 - Alarm Activity Logs (trends & totals by alarm type)
 - Total alarms active/inactive or in maintenance status
 - CSO Reports generated, resolved, pending, or closed out.
 - Performance issues (personnel or equipment)
 - Total Customer Service calls handled (by type).

6.0 Special Conditions

The following special conditions apply. The Contractor shall ensure that all personnel assigned maintain a professional image and dress while on duty, that meets or exceeds the following minimum requirements.

- No T-shirts, tank tops, shorts, or jeans

-Personal Grooming. Neat, clean & professional at all times.

- Recommended: It is desired that standard uniforms for both men/woman be consistent, conservative, (collared/buttoned) shirt & dress pants, with company logo/identification visible. Polo shirt with company emblem, & dress pants would be acceptable if approved by Government.

All employees must be able to read, write, speak, and understand the English language to effectively carry out applied printed rules, detailed orders, instructions, and training material. Have a command of both the written and spoken English language to properly; clearly, and effectively communicate in person or via electronic devices (telephone or radio) with co-workers, customers, and the general public.

6.1 Security

All personnel shall have a secret level clearance at a minimum, prior to reporting for duty.

6.2 Post Relief/Breaks

Contractor shall require all personnel to report at least 15 minutes prior to shift change to receive all pass-ons, and system conditions, prior to assuming post and relieving prior shift. Both the off going/on coming shifts must "jointly" validate at the beginning/ending of each shift, the active/inactive status of **all zones** (all systems) to ensure that all have been accounted for, and remain in an "active" polling status, or have been officially placed "in-

maintenance/out of service" by an authorized individual. Shift change records must reflect this task is accomplished prior to post relief.

Contractor shall provide a management plan that shows adequate staffing required to meet or exceed minimum monitoring/response requirements set forth in DOD/DCID regulations for unannounced alarm activations in classified areas. To include relief personnel for meal/facility breaks & unscheduled/scheduled leave. At no time can the PCC fall below minimum manning levels required to actively monitor, acknowledge, act upon, and respond to any/all unannounced alarm condition IAW Government furnished standards, regulations, procedures, or guidelines.

6.3. Specific Education/Experience

Note: Below education/experience levels are desired. The Government reserves the right to allow exceptions on a case by case basis. Proposals will be evaluated for the best qualified personnel.

Alarm Monitor (Level 1)

Shall have a minimum of a High School Diploma or equivalent, possess strong customer service skills, and have knowledge and skills in using computer database programs. Level 1 personnel shall be responsible for the handling/processing of all call center (trouble/help desk, CSO) calls. Duties include professionally greeting customers, determining nature of problem/requests and assisting/directing customers as necessary and IAW Government requirements. Duties include performing routine clerical work. This entry level position is typically used only for call center duties, and future alarm monitors while in a "training" status, and not yet certified to perform alarm monitoring duties.

Alarm Monitor (Level 2)

Shall have a minimum of a High School Diploma (or equivalent) with at least 2 years related experience, to include knowledge of and familiarity with cameras, monitors, and Intrusion Detection and access control systems. Alternatively, this Operator shall have, at a minimum, an Associates Degree or combination of education and experience to demonstrate ability to perform duties. Shall have excellent communication skills and be proficient in basic computer functions and programs. Duties include monitoring and operating alarm, access control and video security systems, and performing routine clerical work in an entry level, but trained/certified capacity.

Alarm Monitor (Level 3)

Shall have a minimum of a High School Diploma (or equivalent) with at least 4 years related experience to include knowledge of and familiarity with cameras, monitors, and Intrusion detection and access control systems. Alternatively, this Operator shall have, at a minimum, an Associates Degree or combination of education and experience to demonstrate ability to perform duties as assigned. Shall be responsible for monitoring complex, microprocessor based electronic security systems to include the input and manipulation of data. Duties include monitoring and operating alarm, access control and video security systems, and performing routine clerical work. The Level 3 alarm monitor may be responsible for the supervision of other On-Site Operators, and has the ability to monitor

& train others on all active systems within the PFFPA PCC. Level #3 personnel a trained, certified, and proficient on all active systems.

Alarm Monitor Shift Supervisor (Level 4)

Shall function as Shift Supervisor and must maintain current and comprehensive knowledge of all online systems supported in the PCC an under his/her direct supervision. Shall have a minimum of a High School Diploma (or equivalent) with at least 5 years related experience to include knowledge of and familiarity with cameras, monitors, and intrusion detection and access control systems. Supervisor shall be proficient in the input and manipulation of data on complex, microprocessor based electronic security systems, with demonstrated leadership skills and experience in supervising physical security operations. Alternatively, this person shall be a graduate of a certified federal, state, county, local law enforcement, military police dispatcher or alarm monitor training program. Level 4 Supervisor shall serve as the Senior On-Site Alarm Monitor and shall be responsible for the implementation of appropriate data in both access control and intrusion detection systems to include definition of points, alarm and access schedules and access control privileges. The Senior On-Site Operator shall also:

- Be responsible for the training and supervision of other On-Site Operators and distribute data input tasks as appropriate;
- Maintain and update policies, procedures, and online procedural files;
- Ensure that good housekeeping practices are maintained for all security equipment.
- Validate that shift change alarm status verifications are conducted and records maintained.
- Be responsible for ensuring all proper notifications are made as required IAW Standard Operation Instructions and PFFPA General Orders.
- In the absence of Alarm Operation Manager, can temporarily serve in this capacity, but not to exceed five working days.
- Work directly with PCC Shift Commanders on all alarm monitoring issues/events to ensure proper notification/actions have been taken, and documented in corresponding police reports/blotter entries.

Alarm Operations Manager

The Alarm Operations Manager Shall have a minimum of a High School Diploma (or equivalent) with at least 5 years related experience to include knowledge of and familiarity with cameras, monitors, intrusion detection and access control systems. Alarms Operations Managers shall be completely responsible for all personnel assigned below him/her, to include all alarm monitors and shift supervisors. Coordinates alarm monitors and system operators schedules, training plans, quality control, alarm monitor certifications, prepare standard operating procedures (SOPs), provide interface with customers, PENREN, and Alarm installation crews to resolve problems/conflicts. Works daily with PFFPA Project Managers, System Engineers, System Administrators, Maintenance Technicians and Alarm Installers as required. The Alarm Operation Manager is the single POC for all PFFPA Program Review meetings, preparing reports as required, resolving performance issues, document/track/store alarm data, perform trend analysis, and future growth projections. Shall be responsible for tracking all Customer Service Order (CSO) reports, notifying maintenance personnel, providing both system & customer follow-up, issue resolution, and tracking CSO data for Quality Assurance validation.

7.0 Organizational Conflict of Interest.

The term "organizational conflict of interest" means that the Contractor (which term hereinafter shall be deemed to include its chief executives, directors, any consultants, or subcontractors utilized under this contract other than a vendor selling incidental material) has interests which (i) may diminish its capacity to give impartial, technically sound, objective assistance and advice in performing this contract, (ii) may otherwise result in a biased work product under this contract, or (iii) may result in an unfair competitive advantage to itself or others.

The contractor's attention is directed to FAR Subpart 9.5, Organizational Conflicts of Interest. In the execution of certain contract tasks, it is anticipated that assigned contractor personnel will have access to technical and financial information that may impact performance under other contracts such as the Integrated Security Services Contract.

The contractor agrees that upon request by the contracting officer it will execute a contracting officer approved agreement to identify in writing the action the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. Upon request by the contracting officer, contractor personnel shall also sign such an agreement.

If after award, the contractor discovers an organizational conflict of interest, with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. The disclosure shall include identification of the conflict, the manner in which it arose, and a description of the action the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the contract.

In the event that the Contractor was aware of an organizational conflict of interest prior to award of this contract and did not disclose the conflict to the Contracting Officer or becomes aware of an organizational conflict of interest after award of this contract and does not disclose the conflict of interest within ten (10) working days of becoming aware of such conflict, the Government may terminate the contract and the contractor shall not be entitled to reimbursement of any cost incurred in performing this contract or payment of any fee thereunder. Further, such costs shall not be allocable or chargeable, directly or indirectly, to any other contract with the Government.

The rights and remedies of the Government provided in this provision shall not be exclusive and are in addition to any other rights and remedies of the Government provided by law or under this contract.