

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 2 of 66

PIIN/SIIN W52H09-04-R-0131

MOD/AMD

Name of Offeror or Contractor:SECTION A - SUPPLEMENTAL INFORMATION
EXECUTIVE SUMMARY

1. THIS SOLICITATION, ISSUED UNDER NUMBER W52H09-04-R-0131, REPLACES IN ITS ENTIRETY, DRAFT SOLICITATION DAAE20-03-R-0283, ISSUED 31 DEC 2003. SOLICITATION W52H09-04-R-0131 IS THE FORMAL REQUEST FOR PROPOSAL FOR CONTRACTOR LOGISTIC SUPPORT (CLS) FOR BIOLOGICAL DETECTION SYSTEM (BDS) EQUIPMENT.
2. THE JOINT PROGRAM MANAGER FOR NUCLEAR, BIOLOGICAL, CHEMICAL CONTAINMENT AVOIDANCE (NBCCA) HAS A REQUIREMENT FOR CLS SERVICES TO PROVIDE OPERATION, MAINTENANCE AND SUPPLY SUPPORT FOR THE JOINT (ARMY, NAVY, MARINE CORPS, AIR FORCE, AND OTHER GOVERNMENT ORGANIZATIONS) BIOLOGICAL DETECTION SYSTEM (BDS) EQUIPMENT. A DESCRIPTION OF THE BDS EQUIPMENT IS AT ATTACHMENT 004.
3. THIS SOLICITATION IS ISSUED UNDER FULL AND OPEN COMPETITION AND WILL RESULT IN A 5 AND ONE HALF YEAR, COST PLUS AWARD FEE, INDEFINITE DELIVERY INDEFINITE QUANTITY TYPE CONTRACT. THE GOVERNMENT PLANS TO AWARD A SINGLE CONTRACT AS A RESULT OF THIS SOLICITATION.
4. THE NAICS CODE THAT APPLIES TO THIS SOLICITATION IS 811219. THE SIZE STANDARD FOR THIS NAICS CODE IS \$6M IN ANNUAL REVENUES.
5. THE PROPOSED CLS CONTRACT FOR BD SYSTEMS WILL SERVE AS AN UMBRELLA CONTRACT WHERE THE PRIME CONTRACTOR WILL PROVIDE CLS SERVICES TO MAINTAIN, REPAIR, AND SUSTAIN THE FULL RANGE OF JOINT SERVICE BD SYSTEMS THROUGH THE YEAR 2009, WITH THE EXCEPTION OF THE JBPDS. CLS WILL BE UTILIZED FOR THE M31E2 JBPDS UNTIL THE YEAR 2007 WHEN THE TRANSITION TO ORGANIC UNIT MAINTENANCE IS EXPECTED TO OCCUR. CLS SUPPORT FOR THE M31E2 JBPDS WILL CONTINUE UNTIL THE TRANSITION TO ORGANIC UNIT MAINTENANCE ACTUALLY OCCURS. IN ADDITION TO ARMY SYSTEMS, THE CONTRACT WILL SUPPORT AIR FORCE, MARINE CORPS, AND NAVY SYSTEMS, AS WELL AS OTHER GOVERNMENT AGENCIES. THE CONTRACTOR WILL ALSO BE RESPONSIBLE FOR INSTALLING PLANNED SYSTEM UPGRADES, AND FOR UPDATING STANDARD OPERATING PROCEDURES AND TECHNICAL MANUALS FOR EXISTING SYSTEMS.
6. THIS SOLICITATION UTILIZES A BEST VALUE APPROACH. SECTION L, INSTRUCTIONS TO OFFERORS, SETS FORTH PROPOSAL CONTENT AND SUBMISSION REQUIREMENTS. SECTION M, EVALUATION FACTORS FOR AWARD, SETS FORTH THE EVALUATION APPROACH AND BASIS FOR AWARD.
7. THE RESULTING CONTRACT WILL INCLUDE FIVE AND ONE HALF ORDERING PERIODS (OPs), EFFECTIVE THROUGH 31 DEC 2009. OPs AND PERIODS OF PERFORMANCE (PP) ARE AS FOLLOWS:

OP 1: AWARD DATE	30 NOV 2004	PP: CY 2004	1 JUL 04	31 DEC 2004	
OP 2:	1 DEC 04	30 NOV 2005	PP: CY 2005	1 JAN 05	31 DEC 2005
OP 3:	1 DEC 05	30 NOV 2006	PP: CY 2006	1 JAN 06	31 DEC 2006
OP 4:	1 DEC 06	30 NOV 2007	PP: CY 2007	1 JAN 07	31 DEC 2007
OP 5:	1 DEC 07	30 NOV 2008	PP: CY 2008	1 JAN 08	31 DEC 2008
OP 6:	1 DEC 08	30 NOV 2009	PP: CY 2009	1 JAN 09	31 DEC 2009
8. THE GUARANTEED MINIMUM SERVICES TO BE AWARDED UNDER DELIVERY ORDER 001 ARE THE BIDS PHASE-IN PERIOD, YEAR 2004; AND START OF CLS PERFORMANCE FOR THE ARMY PORTAL SHIELD, YEAR 2004.
9. DUE TO THE TYPE OF FUNDS, INCREMENTAL FUNDING MAY BE UTILIZED DURING EACH CLS YEAR ON THE RESULTING CONTRACT.
10. AN AWARD UNDER THIS SOLICITATION IN NO WAY OBLIGATES THE GOVERNMENT TO PURCHASE ANY SERVICES UNDER THE RESULTING CONTRACT EXCEPT FOR THE GUARANTEED MINIMUM SERVICES STATED ABOVE. EACH ORDER STANDS ON ITS OWN INSOFAR AS IT OBLIGATES THE GOVERNMENT.
11. THE GOVERNMENT IS ENTITLED TO ORDER FIVE AND A HALF YEARS OF CLS SERVICES TO SUPPORT THE FAMILY OF BDS, SYSTEMS AS SET FORTH IN THE STATEMENT OF OBJECTIVES, DURING THE LIFE OF THIS CONTRACT, OR THROUGH DECEMBER 31, 2009.
12. THE OFFEROR SHALL COMPLETE THE COST SUBMITTAL SHEET AT ATTACHMENT 001, AND SUBMIT ITS PROPOSAL IAW THE PROPOSAL SUBMISSION INSTRUCTIONS IN PARAGRAPH 1 OF SECTION L.
13. THE QUANTITIES OF SYSTEMS SET FORTH IN THE REQUIREMENTS MATRIX, ATTACHMENT 003, ARE ESTIMATES. ACTUAL QUANTITIES MAY VARY. THE CONTRACTOR MUST PROVIDE CLS SERVICES AT THE NEGOTIATED FEE RATES REGARDLESS OF THE ACTUAL QUANTITIES UNLESS THE ACTUAL QUANTITIES ARE LESS THAN OR GREATER THAN 20 PERCENT OF THE ORIGINAL ESTIMATES, IN WHICH CASE AN EQUITABLE ADJUSTMENT TO THE CONTRACT MAY BE CONSIDERED. ADDITIONALLY, SHOULD ORGANIC MAINTENANCE FOR JBPDS NOT OCCUR IN 2007 AS ANTICIPATED, THE GOVERNMENT MAY ORDER CLS SUPPORT THROUGH DECEMBER 31, 2009 PURSUANT TO THE CHANGES CLAUSE. EQUITABLE ADJUSTMENTS MADE PURSUANT TO THIS PARAGRAPH, INCLUDING THE CONTINUATION OF SUPPORT SERVICES THROUGH DECEMBER 31, 2009, SHALL BE MADE PURSUANT TO THE CHANGES CLAUSE AND THE DISPUTES CLAUSE OF THIS CONTRACT.
14. BASE FEE AND AWARD FEE INFORMATION:
 - a. OFFERORS SHALL PROPOSE THE BASE FEE PERCENTAGE AND THE AWARD FEE PERCENTAGE. OFFERORS SHALL PROPOSE THESE FEES IN TERMS OF ACTUAL DOLLARS AND IN TERMS OF A PERCENTAGE OF TOTAL ESTIMATED COSTS. THE PROPOSED BASE FEE SHALL NOT EXCEED 3% OF THE TOTAL ESTIMATED COSTS. OFFERORS SHALL SUBMIT A PROPOSED AWARD FEE PLAN THAT IS BASED UPON MEETING MISSION ESSENTIAL REQUIREMENTS AND THE LIST OF SUGGESTED AREAS TO APPLY INCENTIVES AS SET FORTH IN THE SOO.

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W52H09-04-R-0131

MOD/AMD

Name of Offeror or Contractor:

b. THE GOVERNMENT WILL ADMINISTER THE AWARD FEE IAW AN AWARD FEE PLAN (TO BE DETERMINED). AN AWARD FEE EVALUATION BOARD SHALL BE ESTABLISHED AND SPECIFIC MEASUREMENT GOALS/CRITERIA SHALL BE DEFINED FOR MEETING OR EXCEEDING THE INCENTIVES TO BE INCLUDED. THE BOARD SHALL EVALUATE PERFORMANCE SEMI-ANNUALLY AND FUNDING OBLIGATED BASED ON THE FINAL FEE DETERMINATION AT THE END OF EACH CALENDAR YEAR PERIOD OF PERFORMANCE. THE FINAL FEE DETERMINATION WILL BE MADE UNILATERALLY BY THE PCO AND IS NOT SUBJECT TO APPEAL UNDER THE DISPUTES CLAUSE.

15. THE GOVERNMENT RESERVES THE RIGHT, DURING CONTRACT PERFORMANCE, TO CONVERT FROM COST TYPE LINE ITEMS TO FIRM FIXED PRICE LINE ITEMS AS APPROPRIATE DATA BECOMES AVAILABLE.

16. THE FOLLOWING TECHNICAL MANUALS FOR BDS EQUIPMENT ARE AVAILABLE ON CD ROM. TO OBTAIN COPIES, EMAIL REQUEST TO ERMANTIERR@RIA.ARMY.MIL AND INCLUDE MAILING ADDRESS AND POC.

DISTRIBUTION STATEMENT C APPLIES.

- DTM 3-6665-397-12&P SHELTER, XM97
- DTM 3-6665-396-12&P MAN-PORTABLE, XM96
- DTM 3-6665-395-12&P TRAILER SYSTEM, XM103
- DTM 3-6665-399-12&P TRAILER, XM102
- DTM 3-6665-398-12&P SHIP, XM98
- TM 3-6665-349-12&P BIDS M31
- TM 3-6665-350-12&P BIDS M31A1
- TM 3-6665-360-12&P BIDS M31A2
- TM 3-6665-351-10 LR-BSDS XM94
- EIR 2476 BIOLOGICAL DETECTOR
- DRAFT TM PORTAL SHIELD MK III SENSOR

17. THE DEFINITIONS FOR TERMS CONTAINED IN THE SOO UNDER MISSION ESSENTIAL PERFORMANCE REQUIREMENTS FOR OPERATIONAL READINESS RATE (ORR), OPERATIONAL AVAILABILITY (OA), COMPONENT TURN AROUND TIME, AND 60 DAY SUPPLY ARE AT ATTACHMENT 010.

18. DELIVERY AND PERFORMANCE PERIOD REQUIREMENTS:

ESTIMATED CONTRACT AWARD DATE IS 30 JUN 04. A PHASE-IN PERIOD FOR THE INCOMING CONTRACTOR WILL OCCUR FROM AWARD DATE TO 31 DEC 04. THE PHASE-IN PERIOD FOR THE PORTAL SHIELD, JSIPP, AND ECE IS ANTICIPATED TO OCCUR FROM 1 JUL TO 30 SEP 04, AND THE PHASE-IN PERIOD FOR THE BIDS SYSTEMS (M31, M31A1, & M31E2) IS ANTICIPATED TO OCCUR FROM 1 OCT TO 31 DEC 04. CLS CONTRACT PERFORMANCE FOR THE PORTAL SHIELD, JSIPP, AND ECE WILL COMMENCE 1 OCT 04. CLS CONTRACTOR PERFORMANCE FOR ALL OTHER SYSTEMS WILL COMMENCE 1 JAN 05. THE CONTRACT WILL INCLUDE 5 ONE YEAR PERFORMANCE PERIODS TO BEGIN 1 JAN 05 AND CONTINUE THRU 31 DEC 2009.

19. THE CONTRACT CLIN STRUCTURE IS INCLUDED AT ATTACHMENT 012.

20. ATTACHMENT 009, LISTINGS OF GFE/GFM/GFP/GFF, TO INCLUDE A LIST OF CONSUMABLE SUPPLIES TO BE SUPPLIED AS GFM, WILL BE PROVIDED AS SOON AS POSSIBLE.

21. PRIOR TO COMPLETION OF CONTRACT PERFORMANCE (90 120 DAYS), THE CONTRACTOR IS REQUIRED TO SUPPORT PHASE-OUT OPERATIONS AND TO ALLOW THE NEXT CONTRACTOR ACCESS FOR PURPOSES OF TAKING INVENTORY, TRANSFER OF GOVERNMENT FURNISHED PROPERTY/MATERIAL/EQUIPMENT, ETC.

22. THE SERVICE CONTRACT ACT DOES NOT APPLY TO THIS ACQUISITION.

23. DEPLOYMENTS FOR DECLARED EMERGENCIES SHALL BE IAW DEPARTMENT OF THE ARMY (DA) PAMPHLET (PAM) 715-16, CONTRACTOR DEPLOYMENT GUIDE, INCORPORATED INTO THE SOLICITATION AS ATTACHMENT 015. 60 to 90 DAYS AFTER AWARD, THE CONTRACTOR, IN CONJUNCTION WITH THE GOVERNMENT, SHALL CONDUCT A DEPLOYMENT EXERCISE THAT WILL MIRROR THE CONTRACTORS PLAN AND PROCEDURES TO SUPPORT DEPLOYMENTS FOR DECLARED CONTINGENCIES. ALL EMPLOYEE DOCUMENTS REQUIRED FOR DEPLOYMENT MUST BE AVAILABLE FOR THIS EXERCISE.

24. A START OF WORK MEETING WILL OCCUR AT THE CONTRACTORS FACILITY AS SOON AS PRACTABLE, BUT NLT 30 DAYS AFTER CONTRACT AWARD. IN PROCESS REVIEWS SHALL BE HELD ON A SEMI-ANNUAL BASIS OR AS REQUIRED TO REVIEW CONTRACT PERFORMANCE.

*** END OF NARRATIVE A 001 ***

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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A-1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
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(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 4 of 66
	PIIN/SIIN W52H09-04-R-0131	MOD/AMD

Name of Offeror or Contractor:

individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(End of Clause)

(AA7020)

A-2 52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN APR/2002
TACOM-RI

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
AMSTA-AQ-AR (OMBUDSMAN)
Rock Island IL 61299-7630
Phone: (309) 782-3224
Electronic Mail Address: ombudsman@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

A-3 52.204-4505 DISCLOSURE OF UNIT PRICE INFORMATION FEB/2003
TACOM-RI

This constitutes notification pursuant to Executive Order 12600, Pre-Disclosure Notification Procedures for Confidential Commercial Information (June 23,1987), of our intention to release unit prices of the awardee in response to any request under the Freedom of Information Act, 5 USC 552. Unit price is defined as the contract price per unit or item purchased. We consider any objection to be

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-R-0131 MOD/AMD	Page 5 of 66
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Name of Offeror or Contractor:

waived unless the contracting officer is notified of your objection to such release prior to submission of initial proposals.

(End of clause)

AS7909

A-4 52.204-4506 PUBLIC ACTIVITY INVOLVEMENT FEB/2003
TACOM-RI

Subcontract opportunities under this solicitation and any resulting contracts are open to competition between Department of Defense activities and private firms. In addition, Army Industrial Facilities are available to sell manufactured articles or to perform work at such Facilities on behalf of Offerors, in certain circumstances and as permitted by law. Rock Island Arsenal, Watervliet Arsenal, Anniston Army Depot, Sierra Army Depot, and Red river Army Depot have expressed interest in securing subcontracting opportunities under this RFP. For information related to the capabilities of these facilities, and Points of Contact, see www.gsie.army.mil

(End of Clause)

AS7005

A-5 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

A-6 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
9301 Chapek Rd 2-1SE3401
Fort Belvoir VA 22060-5527

Facsimile number (703) 806-8866/8875
Voice Number (703) 806-8762

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(End of Clause)

(AS7010)

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	<u>SERVICES LINE ITEM</u> SECURITY CLASS: Unclassified				
0002	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
0003	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
0004	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
0005	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
0006	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
0007	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
0008	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
0009	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
0010	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
0011	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
0012	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52H09-04-R-0131 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	THE ABOVE CLINS 0001 THRU 0012 APPLY TO SYSTEM PHASE-IN PERIODS OR START OF CLS CONTRACT PERFORMANCE FROM DATE OF AWARD THRU 31 DEC 04				
1001	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
1002	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
1003	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
1004	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
1005	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
1006	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
1007	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
1008	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
1009	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
1010	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
1011	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				

CONTINUATION SHEET

Reference No. of Document Being Continued
PIIN/SIIN W52H09-04-R-0131 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1012	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
1003	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
1014	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
1015	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
1016	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
1017	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
1018	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
1019	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
1020	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
1021	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
1022	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
1023	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				
1024	<u>SERVICES LINE ITEM</u> SECURITY CLASS: UNCLASSIFIED				

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN W52H09-04-R-0131 MOD/AMD

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1025	<p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: UNCLASSIFIED</p>				
1026	<p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: UNCLASSIFIED</p>				
1027	<p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: UNCLASSIFIED</p>				
1028	<p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: UNCLASSIFIED</p>				
1029	<p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: UNCLASSIFIED</p>				
1030	<p><u>SERVICES LINE ITEM</u></p> <p>SECURITY CLASS: UNCLASSIFIED</p> <p>CLINS 1001 THRU 1030 APPLY TO CLS CONTRACT PERFORMANCE FOR YEAR 1.</p> <p>CLINS 2001 THRU 2030 APPLY TO CLS CONTRACT PERFORMANCE FOR YEAR 2.</p> <p>CLINS 3001 THRU 3030 APPLY TO CLS CONTRACT PERFORMANCE FOR YEAR 3.</p> <p>CLINS 4001 THRU 4030 APPLY TO CLS CONTRACT PERFORMANCE FOR YEAR 4.</p> <p>CLINS 5001 THRU 5030 APPLY TO CLS CONTRACT PERFORMANCE FOR YEAR 5.</p> <p>IN ANY GIVEN YEAR, SOME CLINS IN THE BLOCKS ABOVE MAY NOT BE USED.</p> <p>(End of narrative A001)</p>				

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 10 of 66****PIIN/SIIN** W52H09-04-R-0131**MOD/AMD**

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
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C-1	52.210-4501 TACOM-RI	DRAWINGS/SPECIFICATION MAR/1988
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In addition to the documents listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following documents are applicable to this procurement:

ALL CLS SERVICES SHALL BE IN ACCORDANCE WITH THE STATEMENT OF OBJECTIVES, PERFORMANCE BASED WORK STATEMENT, AND ALL REQUIRED PLANS.

(CS6100)

C-2	52.225-4502 TACOM-RI	STATEMENT OF WORK - ENGLISH LANGUAGE DOCUMENTATION FEB/1992
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All contractor prepared material to be furnished under this contract shall be written in the English language.

(End of clause)

(CS7103)

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 11 of 66****PIIN/SIIN** W52H09-04-R-0131**MOD/AMD**

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

ALL PACKAGING AND MARKING SHALL BE IN ACCORDANCE WITH THE PERFORMANCE BASED WORK STATEMENT; HOWEVER, ALL SUPPLIES SHALL BE PROPERLY PACKAGED UTILIZING METHODS WHICH ENSURE THAT NO DAMAGE WILL OCCUR DURING TRANSPORT. ALL PACKAGING AND SHIPPING COSTS SHALL BE AT THE CONTRACTORS EXPENSE.

*** END OF NARRATIVE D 001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 12 of 66**

PIIN/SIIN W52H09-04-R-0131

MOD/AMD

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

This document 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 these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-3	INSPECTION OF SUPPLIES - COST-REIMBURSEMENT	MAY/2001
E-3	52.246-5	INSPECTION OF SERVICES - COST-REIMBURSEMENT	APR/1984

INSPECTION AND ACCEPTANCE SHALL BE IN ACCORDANCE WITH THE STATEMENT OF OBJECTIVES, PERFORMANCE BASED WORK STATEMENT, QUALITY ASSURANCE SURVEILLANCE PLAN, OTHER CONTRACTOR SUBMITTED PLANS, AND ANY INSPECTION AND ACCEPTANCE CLAUSES CONTAINED IN THE CONTRACT THAT APPLY.

*** END OF NARRATIVE E 001 ***

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 13 of 66

PIIN/SIIN W52H09-04-R-0131

MOD/AMD

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

This document 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 these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-15	STOP-WORK ORDER - ALTERNATE I	AUG/1989
F-3	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-4	52.247-55	F.O.B. POINT FOR DELIVERY OF GOVERNMENT-FURNISHED PROPERTY	JUN/2003
F-5	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of 'Ship to' and 'Notification' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

TRANSPORTATION FOR ALL CLS SERVICES AND SUPPLIES SHALL BE IN ACCORDANCE WITH THE STATEMENT OF OBJECTIVES, PERFORMANCE BASED WORK STATEMENT, AND OTHER CONTRACTOR SUBMITTED PLANS, AND SHALL BE AT THE CONTRACTORS EXPENSE.

*** END OF NARRATIVE F 001 ***

CONTINUATION SHEET

Reference No. of Document Being Continued

PIIN/SIIN W52H09-04-R-0131

MOD/AMD

Name of Offeror or Contractor:

SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.232-4500 TACOM-RI	CONTRACT PAYMENT INSTRUCTIONS	AUG/1997

The paying office shall ensure that the invoice/voucher is disbursed from each ACRN as indicated on the invoice/voucher.

(End of clause)

(GS7016)

G-2	52.232-4503 TACOM-RI	CONTRACTOR'S REMITTANCE ADDRESS	AUG/1994
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Offerors are requested to indicate below the address to which payment should be mailed, if such address is different from that shown for the Offeror on the face of this Solicitation.

Name_____

Address_____

City & State_____

(Do not include any bank account information. If necessary, please submit this information under separate cover.)

(End of Clause)

(GS7015)

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 15 of 66

PIIN/SIIN W52H09-04-R-0131

MOD/AMD

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

This document 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 these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
H-3	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	MAR/2000
H-4	52.245-4506 TACOM-RI	GOVERNMENT FURNISHED PROPERTY	OCT/1994

Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in attachment number 009 of this document for use in the performance of this contract.

(b) The property shall be delivered in accordance with the schedule TO BE DETERMINED AT TIME OF AWARD.

(c) If the property is not received in accordance with the AGREED UPON schedule, the Contractor shall immediately notify the Contracting Officer in writing.

(d) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

(HS6075)

H-5	52.246-4500 TACOM-RI	MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250)	NOV/2001
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(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is PERMANTIERR@RIA.ARMY.MIL. The data fax number for submission is (309) 782-3161, ATTN: MR.PERMANTIER.

(End of Clause)

(HS6510)

Name of Offeror or Contractor:

H-6 DRAFT CLAUSE CONTRACTOR DEPLOYMENT ON MILITARY OPERATIONS

FEB/2003

(a) Definitions

As used in this Clause

(1) Theater Support Contractors. Provides support to deployed operational forces pursuant to contracts arranged within the mission area of responsibility, or prearranged contracts through Host Nation (HN) and/or regional business and vendors. Contracting personnel deployed with the deployed force, working under the contracting authority of the theater or Joint Task Force (JTF) contracting chief, normally award and administers these contracts. Theater support contracts provide goods, services, and minor construction, usually from the local vendor base.

(2) External Support Contractors. Provides support for deployed operational forces working pursuant to contracts awarded under the command and procurement authority of supporting headquarters outside the theater. These may be US or third country businesses and vendors. These contracts are usually prearranged, but may be contracts awarded or modified during the mission based on the commanders' needs. Examples include the Army's Logistics Civil Augmentation Program (LOGCAP), the Air Force Civil Augmentation program (AFCAP), the Navy's Construction Capability (CONCAP), United States Transportation Command (USTRANSCOM) provision of Civil Reserve Air Fleet (CRAF), and war reserve materiel (WRM) contracts.

(3) System Contractors. Logistical support deployed with operational forces under prearranged contracts awarded by Service program managers or my Military Service component logistics commands. They support specific systems throughout their system's life cycle (including spare parts and maintenance), during peacetime, conflict, and war.

(4) Military Operations. The full spectrum of armed conflict and military operations other than war (MOOTW), both domestic and overseas, as directed by appropriate authority.

(b) General.

(1) This general guidance addresses the deployment of systems contractor personnel, and AMC external support contractor personnel, into a theater of operations in support of a contingency or exercise.

(2) The general guidance provided by this provision is not all-inclusive nor are all items required for all situations. Each contingency will evolve differently depending upon the theater commander's guidance impact on the deployments. The Contracting Officer may tailor these provisions as appropriate for individual contracts or task orders. The provisions of this clause shall apply unless tailored by the contracting officer. The contractor is obligated to request any specific information needed at the time of deployment from the contracting officer.

(c) Management.

(1) When the performance of the contract requires the contractor to deploy personnel in support of a contingency, the contractor shall ensure that all personnel hired by or for the contractor (including subcontractors) will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians as issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety, unless directed otherwise in the contract document.

(2) The contractor shall comply, and shall ensure that all deployed prime contract employees, subcontractor employees, invitees and agents comply with pertinent Service and Department of Defense directive, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Host Nation laws and existing Status of Forces Agreements may take precedence over contract requirements. The contracting officer will resolve disputes. The contractor shall provide the contracting office copies, if requested, or any documents relating to the dispute.

(3) The contractor shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees.

(4) The Contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the cognizant contracting officer or his/her designated representative.

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

(d) Logistics Support Element. The contractor and contractor employees shall report into the Army Materiel Command Logistics Support Element (AMC LSE) and provide necessary information to the AMC LSE on the contractor's deployments and activities in the area of operation (AOR) to facilitate the AMC LSE logistics integration function. Initial contact and coordination with the AMC LSE shall be

Name of Offeror or Contractor:

conducted prior to deployment into the theater. Similar coordination and reporting to the AMC LSE shall occur prior to exiting the area of operation. Any additional coordination requirements with the AMC LSE shall be as defined by the Contracting Officer or Contracting Officer Representative (COR).

(e) Risk Assessment and Mitigation.

(1) The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions.

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

(3) The contractor will ensure that all deployable employees are medically and physically fit to endure the rigors of deployment in support of a military operation. If an employee is unable to perform, the contractor must replace the employee.

(4) If the contractor employee departs an area of operations without permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be complete within 72 hours, unless otherwise direct by the contracting officer.

(5) The contractor will designate and provide contact information for a point of contact and back up for all its plans and operations and, if necessary, establish an operations center to plan and control the contractor deployment process and resolve operations issues with the deployed force.

(6) As required by the operational situation, the government may at its discretion relocate contractor personnel (who are citizens of the United States, aliens in resident in the United States or third country national, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation on non-essential personnel.

(f) Force Protection. While performing duties in accordance with (IAW) the terms and conditions of the contract, the Service Theater Commander will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine Corps, DLA) civilians in the operations area unless otherwise stated in the contract.

(g) Central Processing and Departure Point.

(1) For any contractor employee determined by the government at the deployment-processing site to be non-deployable for debilitating health problems or failure to have a security clearance when one is required, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided in time for scheduled deployment.

(2) The contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.

(3) The government, when applicable, will provide the contractor employees with Chemical, Biological Nuclear, Radiological and High Yield Explosive (CBRNE) equipment. CBRNE familiarization training commensurate with the training provided to Department of Defense civilian employees.

(4) The contractor, when permitted by the Government, will have the flexibility to deploy its own employees. If authorization to deploy its own employees is provided, the contractor is responsible to ensure all deployment requirements are met, and shall ensure they have coordinated all deployment requirements with the Contracting Officer and the appropriate AMC LSE.

(h) Standard Identification Cards.

(1) The contracting officer or designee shall identify to the contractor all identification cards and tags required for deployment,

(2) The contracting officer or designee shall issue or shall inform the contractor where the identification cards and tags are to be issued.

(3) The contracting officer or designee shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.

(4) The contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment.

(5) Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.

Name of Offeror or Contractor:

(6) Upon arrival in theater contractor personnel may be required to obtain additional locally required identification cards. The government representative who has cognizance for these contractor personnel in theater will assist in the coordination of the issuance of these identification cards to contractor personnel.

(i) Medical.

(1) The contracting officer shall provide the contractor with all physical and medical requirements and standards necessary for deployment.

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

(3) The government may require medical screening at the CONUS Replacement Center for Food and Drug Administration approved immunizations, which may include DNS sampling.

(4) For any deployed contractor employee determined by the government to be medically unfit, the contractor shall promptly remedy the problem. If the problem cannot be remedied, a replacement having equivalent qualifications and skills shall be provided as determined by the contracting officer.

(5) The government at its discretion may provide to contract employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in the theater of operations. This is subject to the availability of such medical and dental care. The providing of such care does not include local nationals under normal circumstances.

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

(j) Clothing and Equipment Issue.

(1) Contractor personnel accompanying the force are not authorized to wear military clothing, except for specific items required for safety and security. An individual's status as a contractor employee shall be conspicuously displayed on their clothing unless prohibited for operational reasons.

(2) If required, the government at its discretion may provide to the contractor all required military unique Organizational Clothing and Individual Equipment (OCIE). (Types of OCIE may include Nuclear, Biological, Chemical, Radiological, and High yield Explosive Equipment).

(3) Upon receipt of OCIE, the contractor shall assume responsibility and accountability for these items.

(4) The contractor or contractor employee shall sign for all issued OCIE, thus acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.

(5) The contractor shall ensure that all OCIE are returned to the government, along with all pertinent documentation demonstrating the return of issued OCIE to government control.

(6) The contracting officer will require the contractor to reimburse the government for OCIE lost or damaged due to contractor negligence.

(k) Weapons and Training.

(1) Whether contractor personnel will be permitted to carry a government furnished weapon for self-defense purposes in the Area of Operations (AO) is at the discretion of the Theater Commander. However, Contractor personnel will not possess personally owned firearms in the AO. The government may at its discretion issue weapons and ammunition for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees. If accepted the contractor will maintain a listing of employees possessing a government firearm and provide notification to the Contracting Officer. When accepted, the contractor employee is responsible for using the weapon in accordance with the rules of engagement issued by the Theater Commander. The contractor employee is legally liable for any use that is not in accordance with host nation law, international law, and the rules of engagement. Also, when accepted, only military issued ammunition may be used in the weapons.

(2) Prior to issuing any weapons to contractor employees, the government will provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees. The contractor shall not issue weapons to employees who have not had proper training.

(3) The contractor shall ensure that its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use safety, and accountability of weapons and ammunition, and shall comply with all related DOD

Name of Offeror or Contractor:

regulations.

(4) Upon deployment or notification by the government, the contractor shall ensure that all government issued weapons and ammunition are returned to government control.

(5) Contractors will screen employees, and subcontractors, to ensure that employees may be issued a weapon in accordance with U.S. and applicable host nation laws. Evidence of screening will be presented to the contracting officer.

(l) Vehicle and Equipment Operation.

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

(2) Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the unit or agency issuing the equipment.

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

(4) All contractor owned motor vehicles shall meet required vehicle requirements within the AOR and be maintained in a safe operating condition and good appearance. All contractor owned motor vehicles used for transporting Government property shall be properly equipped and designed to ensure protection of the property. All contractor owned motor vehicles may, at the PCO direction, be required to conspicuously display the contractor's logo and/or name on both sides of the vehicle.

(m) Passports, Visas and Customs.

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

(2) Depending on the Status of Forces Agreement (SOFA) or other international agreements, all contractor employees may be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying to and the procedures, laws and duties of the United States upon re-entry. Contractor shall verify and comply with all requirements.

(3) Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

(n) Reception, Staging, Onward Movement and Integration.

(1) Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration, as directed by the contracting officer or his/her designated representative, the AMC-Forward, or Theater Commander.

(2) The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations, such as MILSTAMP for safety, packaging, and tie-down.

(o) Living under Field Conditions. The government at its discretion may provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations, unless otherwise specified in the contract.

(p) Morale, Welfare, Recreation. The government will, when approved by the installation or Theater Commander and consistent with the authorization, terms and conditions specified elsewhere in the contract, provide to contractor employees deployed in the theater of operations; morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military personnel deployed in the theater of operations. Some of these services may be limited to U. S. personnel only.

(q) Status of Forces Agreement and other Laws.

(1) Notwithstanding any provision to the contrary, the contractor shall adhere to all relevant provisions of the applicable Status of Forces Agreements (SOFA) and other similarly related agreements, and all applicable laws.

(2) The contractor is responsible for documenting technical expert status (for Germany) as required. The contractor shall coordinate with the German Labor Office prior to deployment to or traversing Germany.

(3) The contractor is responsible for providing the government with the required documentation to acquire invited contractor or technical expert status, if required by SOFA.

(r) Pay. In the event the contractor must pay additional compensation above that contemplated under the contract, to retain or obtain personnel to perform in a theater or operations during a declared contingency, the contractor must obtain prior approval from the

Name of Offeror or Contractor:

Procurement Contracting Officer (PCO) before incurring any additional compensation costs. The contractor shall furnish proper data to the PCO to substantiate any adjustment to the contract.

(s) Tour of Duty/Hours of Work.

(1) The contracting officer shall provide the contractor with the anticipated duration of the deployment.

(2) The contractor may rotate contractor employees into and out of the theater provided there is no degradation in mission results. For employees who have deployed less than 179 days, the contractor may rotate personnel at his own expense, for employees who have deployed greater than 179 days may be rotated as an allowable cost under the contract. The contractor will coordinate personnel changes with the contracting officer.

(3) The contracting officer shall provide the contractor with anticipated work schedules.

(4) The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or his/her designated representative.

(5) The contracting officer, or his/her designated representative, may modify the work schedule to ensure the government's ability to continue to execute its mission.

(t) On-Call Duty or Extended Hours.

(1) The contractor shall be available to work extended hours to perform mission essential tasks as directed by the contracting officer.

(2) The contractor shall be available to work "on-call" to perform mission essential tasks as directed by the contracting officer.

(3) The contracting officer, or his/her designated representative, will identify the parameters of "on-call" duty.

(4) If appropriate, the contracting officer may negotiate an equitable adjustment to the contract.

(u) Workman's Compensation, Health and Life Insurance. The contractor shall ensure that worker's compensation insurance under the Defense Base Act is consistent with FAR clauses 52.228-3 and 52.228-4. The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations.

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

(w) Return Procedures.

(1) Upon notification to the contractor of redeployment, the contracting officer at his/her discretion may authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual redeployment site.

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

(3) The contractor shall provide the contracting officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.

(x) Purchasing Resources. When the Theater Commander establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB), Joint Acquisition Review Board, or similar purchase review committee, the contractor will be required to coordinate purchases of items or labor designated as limited in the Theater of Operations. The Contractor shall not purchase any local procured item until the contractors have reviewed the Contracting Support Plan (CSP) issued by the Theater PARC for items that are restricted by the Theater Commander for mission success.

(y) Special legal. Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes applies to contractor employees deployed OCONUS.

(z) Security and Background Checks. The Contractor shall ensure all applicable security and backgrounds are performed on all personnel (to include subcontractor personnel) in support of this contract.

(End of Clause)

Name of Offeror or Contractor:

HD7013

H-7 52.233-4501 ALTERNATIVE DISPUTES REVIEW PROCESS
TACOM-RI

MAY/1994

(a) In order to assist in the timely resolution of disputes or claims arising out of this project, this contract clause establishes an alternative disputes review process, to be brought into play by mutual agreement of the parties. When deemed mutually beneficial, a disputes review board will consider disputes referred to it and will provide non-binding recommendations to assist in the resolution of the differences between the Government and System Contractor (SC). Specific procedures to be followed for disputes by the Disputes Review Board will be decided upon by the Government and SC. Nothing herein shall limit the right of the parties to agree to any or all other alternate disputes review processes. However, the procedures below are general guides for establishing such procedures.

(b) Should a dispute arise between the Government and SC, either party may propose utilization of these procedures; and, upon agreement of both parties, the matter(s) in issue will be referred to the disputes review board. If such submittal to the board is not agreed to by the parties, the matter will be pursued under the normal claims and appeal procedures in accordance with FAR 52.233-1, Disputes - Alternate I, of the contract.

(c) The Disputes Review Board shall consist of one member selected by the Government and one member selected by the SC. The first two members shall be mutually acceptable to both the Government and the SC. The parties shall exchange lists of three individuals acceptable as a board member. The Government and the SC shall each select one individual from the other's list. If no individual on the first list is acceptable to the other party, a second list with three individuals will be proposed. If no one on the second list is acceptable to the other party, the selection process shall not continue and the mutual decision to submit the dispute to a Disputes Review Board shall be considered terminated.

(d) The two members acceptable to the Government and the SC will independently select the third member from a list of 10 names developed by the Government of individuals respected in the field of engineering and construction for their ability and integrity, one of whom should be acceptable. If the two members are unable to select the third member from this list, the decision to submit the dispute to a disputes review board shall be considered terminated. Except for fee-based consulting services on other projects, no board member shall have been employed by either party within a period of two years prior to award of the contract.

(e) The Government and the SC shall each be afforded an opportunity to be heard by the disputes review board and to offer evidence. The procedures for conducting such hearing shall be as mutually agreed to by Government and SC. The disputes review board recommendations toward resolution of a dispute will be given in writing to both the Government and the SC within 30 calendar days following conclusion of the proceedings before the disputes review board. Such recommendations are advisory and non-binding upon both the Government and the SC.

(f) Within 30 calendar days of receiving the disputes review board's recommendations, both the Government and the SC shall respond to the other in writing, signifying that the dispute is either resolved or remains unresolved. If the Government and the SC are able to resolve their dispute, the Government will expeditiously process any required contract modifications. Should the dispute remain unresolved after 30 calendar days following receipt of the Board's recommendations, the procedure will terminate and the SC will be entitled to pursue his claim under the disputes process.

(g) If at any time during the existence of the contract, the parties mutually agree that a disputes review board should be established for work performed under this contract, the Government and the SC shall commence the selection procedures, as above, and negotiate an agreement with their member within 30 calendar days. The selection of the disputes review board alternative disputes review procedure for resolution of contract disputes shall be void if the two members are unable to select a third member within 30 calendar days. This board shall serve during the existence of the contract, to attempt resolution of other disputes which may be mutually referred to the board.

(h) In appropriate cases, the SC and the Government may agree that a dispute should be submitted to the disputes review board, but that the dispute only warrants the mediation efforts of one board member. In such cases, the third board member will mediate the dispute without participation of the other two members.

(i) The disputes review board will formulate its own rules of operation, and may request of the Government that they visit the site to familiarize themselves with the controversy.

(j) Should the need arise to appoint a replacement board member, the replacement member shall be appointed in the same manner as the original board members were appointed. The selection of a replacement board member shall begin promptly upon notification of the

Name of Offeror or Contractor:

necessity for a replacement and shall be completed within 30 calendar days.

(k) Compensation for the disputes review board members, and the expenses of operation of the board, shall be shared by the Government and contractor in accordance with the following:

(1) The Government will compensate directly the wages and travel expense for its selected member.

(2) The SC shall compensate directly the wages and travel expense for its member.

(3) The Government and SC will share equally in the third member's wages and travel, and all other expenses of the board.

(4) The Government, at its expense, will provide administrative services, such as conference facilities and secretarial services, to the board.

(l) The establishment of the alternate disputes resolution procedure under this contract may be terminated at any time by written notice on the other party. Board members may withdraw from the board by providing notice. Board members may be terminated for cause only by their original appointer. Therefore, the Government may only terminate the Government's appointed member, the SC may only terminate the SC's appointed member, and the first two members must mutually agree to terminate the third member.

(m) The principal objective of the disputes review board is to assist in the resolution of disputes which would otherwise likely be resolved through the traditional litigation processes. It is intended that if mutually agreed to by the parties to constitute a disputes review board for the purpose of attempting to resolve contract disputes, that the mere existence of the board will encourage the Government and the SC to resolve potential disputes without the necessity of resorting to the formal appeal procedure under the Disputes clause of the contract.

(n) Primarily, the board will consider claims and disputes involving interpretation of the plans and/or specifications delays, acceleration of the work, scheduling, classification of extra work, changed conditions, design changes, and the like.

(o) If the board's recommendations do not resolve the dispute, all board findings and written recommendations, including any minority reports, will be inadmissible in any subsequent litigation or hearing before the boards or courts contemplated by the Disputes clause procedures, involving the dispute at issue.

(End of Clause)

(HS7000)

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 23 of 66

PIIN/SIIN W52H09-04-R-0131

MOD/AMD

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

This document 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 these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(IA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-5	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-6	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-7	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-8	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-9	52.209-6	PROTECTING THE GOVERNMENTS INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-10	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-11	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-12	52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT/1997
I-13	52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT/1997
I-14	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-15	52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS	JAN/2004
I-16	52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS	OCT/1997
I-17	52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT/1997
I-18	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS	OCT/1997
I-19	52.216-26	PAYMENTS OF ALLOWABLE COSTS BEFORE DEFINITIZATION	MAR/2000
I-20	52.217-2	CANCELLATION UNDER MULTIYEAR CONTRACTS	JUL/1996
I-21	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-22	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN	JAN/2002
I-23	52.219-16	LIQUIDATED DAMAGES - SUBCONTRACTING PLAN	JAN/1999
I-24	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-25	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	SEP/2000
I-26	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-27	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-28	52.222-29	NOTIFICATION OF VISA DENIAL	JUN/2003
I-29	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-30	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-31	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-32	52.223-5	POLLUTION, PREVENTION AND RIGHT-TO-KNOW-INFORMATION	AUG/2003
I-33	52.223-5	POLLUTION, PREVENTION AND RIGHT-TO-KNOW INFORMATION - ALTERNATE I	AUG/2003
I-34	52.223-6	DRUG-FREE WORKPLACE	MAY/2001
I-35	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG/2003
I-36	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEVIATION)	JAN/2004
I-37	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-38	52.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	APR/1984
I-39	52.228-4	WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS	APR/1984
I-40	52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	JAN/1997
I-41	52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS	MAR/1996
I-42	52.229-6	TAXES - FOREIGN FIXED-PRICE CONTRACTS	JUN/2003
I-43	52.230-2	COST ACCOUNTING STANDARDS	APR/1998
I-44	52.230-3	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES	APR/1998
I-45	52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	NOV/1999

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 24 of 66

PIIN/SIIN W52H09-04-R-0131

MOD/AMD

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-46	52.232-17	INTEREST	JUN/1996
I-47	52.232-18	AVAILABILITY OF FUNDS	APR/1984
I-48	52.232-20	LIMITATION OF COST	APR/1984
I-49	52.232-22	LIMITATION OF FUNDS	APR/1984
I-50	52.232-23	ASSIGNMENT OF CLAIMS - ALTERNATE I	APR/1984
I-51	52.232-25	PROMPT PAYMENT	OCT/2003
I-52	52.232-25	PROMPT PAYMENT - ALTERNATE I	OCT/2003
I-53	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-54	52.233-1	DISPUTES - ALTERNATE I	DEC/1998
I-55	52.233-3	PROTEST AFTER AWARD - ALTERNATE I	JUN/1985
I-56	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION	APR/1984
I-57	52.237-3	CONTINUITY OF SERVICES	JAN/1991
I-58	52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR/1984
I-59	52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAY/2001
I-60	52.242-4	CERTIFICATION OF INDIRECT COSTS	JAN/1997
I-61	52.242-13	BANKRUPTCY	JUL/1995
I-62	52.243-1	CHANGES - FIXED-PRICE - ALTERNATE II	APR/1984
I-63	52.243-1	CHANGES - FIXED-PRICE - ALTERNATE III	APR/1984
I-64	52.243-2	CHANGES - COST-REIMBURSEMENT - ALTERNATE I	APR/1984
I-65	52.244-5	COMPETITION IN SUBCONTRACTING	DEC/1996
I-66	52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	JUN/2003
I-67	52.245-4	GOVERNMENT-FURNISHED PROPERTY (SHORT FORM)	JUN/2003
I-68	52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIALS, OR LABOR- HOUR CONTRACTS) (DEVIATION)	JUN/2003
I-69	52.245-18	SPECIAL TEST EQUIPMENT	JUN/2003
I-70	52.245-19	GOVERNMENT PROPERTY FURNISHED ["]AS IS["]	APR/1984
I-71	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-72	52.246-25	LIMITATION OF LIABILITY - SERVICES	FEB/1997
I-73	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-74	52.248-1	VALUE ENGINEERING	FEB/2000
I-75	52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM)	APR/1984
I-76	52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP/1996
I-77	52.249-6	TERMINATION (COST-REIMBURSEMENT) - ALTERNATE IV	SEP/1996
I-78	52.249-14	EXCUSABLE DELAYS	APR/1984
I-79	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-80	252.201-7000 DFARS	CONTRACTING OFFICER'S REPRESENTATIVE	DEC/1991
I-81	252.203-7001 DFARS	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT- RELATED FELONIES	MAR/1999
I-82	252.203-7002 DFARS	DISPLAY OF DOD HOTLINE POSTER	DEC/1991
I-83	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-84	252.204-7004 DFARS	CENTRAL CONTRACTOR REGISTRATION - ALTERNATE A	NOV/2003
I-85	252.205-7000 DFARS	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
I-86	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-87	252.215-7000 DFARS	PRICING ADJUSTMENTS	DEC/1991
I-88	252.215-7002 DFARS	COST ESTIMATING SYSTEM REQUIREMENTS	OCT/1998
I-89	252.219-7003 DFARS	SMALL, SMALL DISADVANTAGED, AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)	APR/1996
I-90	252.222-7002 DFARS	COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS)	JUN/1997
I-91	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	APR/2003
I-92	252.225-7002 DFARS	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	APR/2003

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 25 of 66

PIIN/SIIN W52H09-04-R-0131

MOD/AMD

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-93	252.225-7004	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
I-94	252.225-7012 DFARS	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	FEB/2003
I-95	252.225-7041 DFARS	CORRESPONDENCE IN ENGLISH	JUN/1997
I-96	252.226-7001 DFARS	UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003)	OCT/2003
I-97	252.227-7013 DFARS	RIGHTS IN TECHNICAL DATA - NONCOMMERCIAL ITEMS	NOV/1995
I-98	252.227-7016 DFARS	RIGHTS IN BID OR PROPOSAL INFORMATION	JUN/1995
I-99	252.227-7030 DFARS	TECHNICAL DATA--WITHHOLDING OF PAYMENT	MAR/2000
I-100	252.227-7036 DFARS	CERTIFICATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-101	252.228-7000 DFARS	REIMBURSEMENT FOR WAR-HAZARD LOSSES	DEC/1991
I-102	252.228-7003 DFARS	CAPTURE AND DETENTION	DEC/1991
I-103	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-104	252.232-7008 DFARS	ASSIGNMENT OF CLAIMS (OVERSEAS)	JUN/1997
I-105	252.233-7001 DFARS	CHOICE OF LAWS (OVERSEAS)	JUN/1997
I-106	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-107	252.242-7004 DFARS	MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM	DEC/2000
I-108	252.242-7005 DFARS	COST/SCHEDULE STATUS REPORT	MAR/1998
I-109	252.243-7002 DFARS	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
I-110	252.245-7001 DFARS	REPORTS OF GOVERNMENT PROPERTY	MAY/1994
I-111	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-112	52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS, ALTERNATE I	OCT/1997

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If (1) the original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition, or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item, and (2) the modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

Name of Offeror or Contractor:

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include:

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments prepared in ANY FORMAT USING MICROSOFT OFFICE 2000 SOFTWARE.

(2) As soon as practical after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2

(End of Clause)

(IF6059)

I-113

52.216-7

ALLOWABLE COST AND PAYMENT

DEC/2002

(a) Invoicing. (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30TH DAY after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing Costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this section, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

Name of Offeror or Contractor:

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractor, provided payments will be made-

(1) In accordance with the terms and conditions of a subcontractor or invoice; and

(2) Ordinarily prior to the submission of the Contractor's next payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final indirect costs rates and the appropriate bases shall be established with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the periods for which the rates apply.

(iii) the periods for which the rates apply.

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes

Name of Offeror or Contractor:

clause.

(5) Within 120 days ((or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)

(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may -

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in the form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

End of Clause

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 29 of 66

PIIN/SIIN W52H09-04-R-0131

MOD/AMD

Name of Offeror or Contractor:

(IF6083)

I-114 52.216-18 ORDERING

OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from DATE OF CONTRACT AWARD THROUGH 30 NOV 2009.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

(IF6155)

I-115 52.216-19 ORDER LIMITATIONS

OCT/1995

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than ONE MONTH OF SERVICE, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of CLS SERVICES FOR ONE YEAR;

(2) Any order for a combination of items in excess of CLS SERVICES FOR ONE YEAR; or

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within TEN days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

(IF6029)

I-116 52.216-22 INDEFINITE QUANTITY

OCT/1995

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple

Name of Offeror or Contractor:

locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 31 DEC 2009.

(End of clause)

(IF6036)

I-117

52.232-16

PROGRESS PAYMENTS

APR/2003

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly in amount of \$2500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors -

(i) In accordance with the terms and conditions of a subcontract of invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's next payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless -

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for--

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed eighty percent (80%) of the total contract price.

(7) If a progress payment or the unliquidated progress payment exceed the amounts permitted by subparagraphs (a)(4) or (a)(5)

Name of Offeror or Contractor:

above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or eighty percent (80%) of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

- (1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).
- (2) Performance of this contract is endangered by the Contractor's (i) failure to make progress or (ii) unsatisfactory financial condition.
- (3) Inventory allocated to this contract substantially exceeds reasonable requirements.
- (4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.
- (5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.
- (6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable cost of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

Name of Offeror or Contractor:

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or division, if the following conditions are met:

(1) The amounts included are limited to -

(i) The unliquidated remainder of financing payments made; plus

(ii) any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery, or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments -

(i) Are substantially similar to the terms of the clause for any subcontractor that is a large business concern, or that clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if (A) the Contractor defaults or (B) the subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and

Name of Offeror or Contractor:

definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if - (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments -

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Part 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if - (A) The Contractor defaults; or (B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor's has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on Undefined Contract Actions. Notwithstanding any other progress payment provision in this contract, progress payments may not exceed eighty percent (80%) of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at eighty percent (80%) of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed eighty percent (80%) of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments IAW CUSTOMARY PAYMENT PRACTICES after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provision of the Prompt Payment Act.

(m) Progress payments under indefinite-delivery contracts. The contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of Clause)

(IP6191)

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 34 of 66

PIIN/SIIN W52H09-04-R-0131

MOD/AMD

Name of Offeror or Contractor:

I-118 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR APR/1984

Funds are not presently available for performance under this contract beyond THE YEAR 2004 AND FOR EACH SUCCESSIVE YEAR THRU THE YEAR 2009. 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 THOSE CLINS FUNDED, 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)

(IF6068)

I-119 52.244-2 SUBCONTRACTS - ALTERNATE I AUG/1998

(a) Definitions. As used in this clause -

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract. Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds -

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract;

or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

NONE

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 36 of 66
	PIIN/SIIN W52H09-04-R-0131	MOD/AMD

Name of Offeror or Contractor:

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U. S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U. S. nationals and are in-country on a non-transitory basis, register with the U. S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(b) The requirements of this clause do not apply to any subcontractor that is -

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(c) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from THE CONTRACTING OFFICER.

(End of clause)

(IA6502)

I-121 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT JUL/1995

(a) Except as provided in (b) below, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) above does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7210)

I-122 52.203-7 ANTI-KICKBACK PROCEDURES JUL/1995

(a) Definitions.

Kickback, as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

Person, as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

Prime contract, as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

Prime Contractor, as used in this clause, means a person who has entered into a prime contract with the United States.

Prime Contractor employee, as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

Name of Offeror or Contractor:

Subcontract, as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

Subcontractor, as used in this clause (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

Subcontractor employee, as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback of 1986 (41 U.S.C. 51.58) (the Act), prohibits any person from--

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

(End of Clause)

(IF7211)

I-123

52.215-8

ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

I-124

52.219-4

NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS.

JAN/1999

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the

Name of Offeror or Contractor:

List of Qualified HUBZone Small Business concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference.

(ii) Otherwise successful offers from small business concerns.

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

_____ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

(IF7004)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily

Name of Offeror or Contractor:

results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold); however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.

(End of Clause)

(IF7220)

I-126 52.229-XX CALIFORNIA SALES AND USE TAX (AL 92-1) MAY/1992

If this contract contains either the clause at FAR 52.245-2, Government Property (Fixed-Price Contracts), or 52.245-5, Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts), California sales tax on the purchase of any tangible personal property for the performance of this contract is not an allowable cost. Such purchases can be made tax-free by giving California vendors resale certificates, the form for which is prescribed by California tax authorities. This California sales tax exemption does not apply to the purchase of any property to be incorporated into real property located in California.

(End of Clause)

(IF7002)

I-127 52.245-9 USE AND CHARGES (DEVIATION) APR/1984

(a) Definitions.

As used this clause -

Acquisition cost means the acquisition cost recorded in the Contractor's property control system or, in the absence of such record, the value attributed by the Government to a government property item for purposes of determining a reasonable rental charge.

Government property means property owned or leased by the Government.

Real property means land and rights in land, ground improvements, utility distribution systems, and buildings and other structures. It does not include foundations and other work necessary for installing special tooling, special test equipment, or equipment.

Rental period means the calendar period during which government property is made available for commercial purposes.

Rental time means the number of hours, to the nearest whole hour, rented property is actually used for commercial purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) General.

(1) Rental requests must be submitted to the administrative Contracting Officer, identify the property for which rental is requested, propose a rental period, and calculate an estimated rental charge by using the Contractor's best estimate of rental times in the formulae described in paragraph (c) of this clause.

(2) The contractor shall not use government property for commercial purposes, including Independent research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(c) Rental charge.

(1) Real property and associated fixtures.

Name of Offeror or Contractor:

(1) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily, or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The contractor shall submit the appraisal to the administrative Contracting Officer at least 30 days prior to the date the property is needed for commercial use. Except as provided in paragraph (c)(1)(iii) of this clause, the administrative contracting Officer shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the administrative Contracting Officer has reason to believe the appraisal rental rate is not reasonable, he or she shall promptly notify the Contractor and provide his or her rationale. The parties may agree on an alternate means for computing a reasonable rental charge.

(2) Other government property. the Contractor may elect to calculate the final rental charge using the appraisal method described in paragraph (c)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour -

$$\text{Rental charge} = \frac{(\text{Rental Time in hours}) (.02 \text{ per hour}) (\text{Acquisition cost})}{720 \text{ hours per month}}$$

(3) Alternate methodology. The Contractor may request consideration of an alternate basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

(d) Rental payments.

(1) Rent is due at the time and place specified by the Contracting Officer. If a time is not specified, the rental is due 60 days following completion of the rental period. The Contractor shall calculate the rental due, and furnish records or other supporting data in sufficient detail to permit the administrative Contracting Officer to verify the rental time and computation. Unless otherwise permitted by law, payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in this contract or by electronic funds transfer to that office.

(2) Interest will be charged if payment is not made by the specified payment date or, in the absence of a specified date, the 61st day following completion of the rental period. Interest will accrue at the "Renegotiation Board Interest Rate" (published in the Federal Register semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government's acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor's unauthorized use of government property or any other failure to perform this contract according to its terms.

(e) Use revocation. At any time during the rental period, the Government may revoke commercial use authorization and require the Contractor, at the Contractor's expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(f) Unauthorized use. The unauthorized use of government property can subject a person to fines, imprisonment, or both, under 18 U.S.C. 641.

(End of clause)

(IF7121)

I-128 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

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

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)

I-129 216.404-2(b)(S- AWARD FEE/DISPUTES CLAUSE NOV/1988

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-R-0131 MOD/AMD	Page 41 of 66
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Name of Offeror or Contractor:

73) DFARS

The Contractor shall have no right of appeal under the "Disputes" clause (52.233-1) contained in Section I of this contract from any decision of the Contracting Officer concerning the amount of the award fee.

(IA7004)

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 42 of 66

PIIN/SIIN W52H09-04-R-0131

MOD/AMD

Name of Offeror or Contractor:

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	COST SUBMITTAL SHEET	09-JAN-2004	006	
Attachment 002	STATEMENT OF OBJECTIVES	12-JAN-2004	005	
Attachment 003	REQUIREMENTS MATRIX	12-JAN-2004	005	
Attachment 004	BDS SYSTEM DESCRIPTIONS		002	
Attachment 005	DATA SHEETS ON BDS SYSTEMS/SITES		009	
Attachment 006	SUGGESTED SOURCES FOR PARTS & SUPPLIES		003	
Attachment 007	PORTAL SHIELD SITES/NUMBER OF SENSORS		001	
Attachment 008	PORTAL SHIELD CLS MISSION ESSENTIAL TASKS		005	
Attachment 009	LISTINGS OF GFE/GFM/GFP/GFF			
Attachment 010	STATEMENT OF OBJECTIVES DEFINITIONS		001	
Attachment 011	SMALL BUSINESS PARTICIPATION WORKSHEET		004	
Attachment 012	CONTRACT CLIN STRUCTURE		003	
Attachment 013	DATA ITEM DESCRIPTION DI-MGMT-81467		007	
Attachment 014	DATA ITEM DESCRIPTION DI-MGMT-81468		009	
Attachment 015	DA PAM 715-16 - CONTRACTOR DEPLOYMENT GUIDE		015	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <https://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instructions for Completing DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Documentation of Contract Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs
Attachment 6A	Data Delivery Description - Engineering Change Proposal	JUL 01	9 Pgs
Attachment 7A	Data Delivery Description - Notice of Revision	JUL 01	2 Pgs
Attachment 8A	Data Delivery Description - Request for Deviation	JUL 01	4 Pgs

(End of Clause)

(JS7001)

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 43 of 66

PIIN/SIIN W52H09-04-R-0131

MOD/AMD

Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

This document incorporates one or more provisions 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 provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
K-3	252.209-7001	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-4	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-5	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
K-6	252.225-7042	AUTHORIZATION TO PERFORM	APR/2003
K-7	252.227-7017	IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS	JUN/1995

K-8 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS - ALTERNATE I APR/2002

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 811219.

(2) The small business size standard is \$6 MILLION IN ANNUAL REVENUE.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it _____ is, _____ is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it _____ is, _____ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it _____ is, _____ is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that -

(i) it
 ___ is
 ___ is not

a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it

___ is
 ___ is not

a service-disabled veteran-owned small business concern.

(6) (Complete only if offeror represented itself as small business concern in paragraph (b)(1) of this provision). The offeror represents, as part of its offer, that -

(i) it
 ___ is
 ___ is not

a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns

Name of Offeror or Contractor:

maintained by the Small Business Administration, and no material change in ownership and control, principal place, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) it

___is

___is not

a joint venture that complies with the requirements of 13 CFR part 126, and the representations in paragraph (b)(4)(i) of this provision is accurate for the HUBZone small business concern, or concerns that are participating in the joint venture. [The offeror shall enter the name or name of the HUBZone small business concern or concerns that are participating in the joint venture:_____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision). [The offeror shall check the category in which its ownership falls]:

_____ Black American.

_____ Hispanic American.

_____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

_____ Asian-Pacific American) persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands, (Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

_____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

_____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision -

"Service-disabled veteran-owned small business concern" -

(1) Means a small business concern -

(i) NOT less than 51 percent of which is owned by one or more service-disabled veterans, or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans, or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern -

(1) Not less than 51 percent of which is owned by one or more veteran (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," as used in this provision, means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns,

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 45 of 66

PIIN/SIIN W52H09-04-R-0131

MOD/AMD

Name of Offeror or Contractor:

then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6014)

K-9 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) MAY/1999

(a) Definition. "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. The offeror represents that it _____ is, _____ is not a women-owned business concern.

(End of provision)

(KF7064)

K-10 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS DEC/2001

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ()
are not ()

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ()
have not (),

within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasions, or receiving stolen property; and

(C) Are ()
are not ()

presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ()
has not (),

within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

Name of Offeror or Contractor:

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious or fraudulent certification may render the subject to prosecution under section 1001 title 18 United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

(KF7038)

K-11 52.214-16 MINIMUM BID ACCEPTANCE PERIOD MAY/1993

(a) 'Acceptance period,' as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The Government requires a minimum acceptance period of 60 calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the Government's minimum requirement.

The bidder allows the following acceptance period:

_____calendar days.

(e) A bid allowing less than the Government's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

(KF7009)

K-12 52.215-6 PLACE OF PERFORMANCE OCT/1997

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,

()intends,

()does not intend

(check applicable block)

to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks ''intends'' in paragraph (a) of this provision, it shall insert in the spaces provided

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 47 of 66

PIIN/SIIN W52H09-04-R-0131

MOD/AMD

Name of Offeror or Contractor:

below the required information:

Place of Performance (Street
Address, City, State, County, Zip
Code)

Name and Address of Owner and
Operator of the Plant or Facility if
Other Than Offeror or Respondent

(End of Provision)

(KF7023)

K-13 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999

The offeror represents that -

(a) It () has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It () has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of Provision)

(KF7057)

K-14 52.222-25 AFFIRMATIVE ACTION COMPLIANCE APR/1984

The offeror represents that (a) it
() has developed and has on file,
() has not developed and does not have on file,
at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it
() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

(KF7020)

K-15 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUG/2003

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 48 of 66

PIIN/SIIN W52H09-04-R-0131

MOD/AMD

Name of Offeror or Contractor:

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contact award.

(b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA)(42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA)(42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in section 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons:

(Note: The offeror must check the appropriate paragraph(s).)

_____ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

_____ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

_____ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

_____ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) Codes or their corresponding North American Industry Classification System (NAICS) sectors:

(A) Major group code 10 (except 1011, 1081, and 1094).

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

_____ (v) The facility is not located in the United States or its outlying areas.

(End of Provision)

(KF7069)

K-16 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION

JUN/2000

Note:

This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION.

(a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 49 of 66

PIIN/SIIN W52H09-04-R-0131

MOD/AMD

Name of Offeror or Contractor:

Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR, 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

() (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable, Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

() (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

() (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

() (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a review certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption(4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 50 of 66
	PIIN/SIIN W52H09-04-R-0131	MOD/AMD

Name of Offeror or Contractor:

exceeded.

II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE.

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

() YES () NO

(End of Provision)

(KF7060)

K-17 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA AUG/1992
DFARS

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation.

The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Far Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of Provision)

(KA7500)

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

This document incorporates one or more provisions 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 provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-2	52.214-35	SUBMISSION OF OFFERS IN U.S. CURRENCY	APR/1991
L-3	52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	JAN/2004
L-4	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA	OCT/1997
L-5	52.222-24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION	FEB/1999
L-6	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
L-7	52.222-46	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES	FEB/1993
L-8	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-9	52.232-28	INVITATION TO PROPOSE PERFORMANCE-BASED PAYMENTS	MAR/2000
L-10	52.237-1	SITE VISIT	APR/1984
L-11	252.225-7003 DFARS	REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES	APR/2003
L-12	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DOC9 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(LP6014)

L-13	52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA, ALTERNATE III	OCT/1997
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(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial marketplace that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 52 of 66

PIIN/SIIN W52H09-04-R-0131

MOD/AMD

Name of Offeror or Contractor:

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in Far 15.406-2.

(c) Submit the cost portion of the proposal IAW PARA 1, PROPOSAL SUBMISSION, SECTION L, INSTRUCTIONS TO OFFERORS.

(End of provision)

(LF6027)

L-14 52.216-1 TYPE OF CONTRACT

APR/1984

The Government contemplates award of a COST PLUS AWARD FEE contract resulting from this solicitation.

(End of Provision)

(LF6008)

L-15 52.233-2 SERVICE OF PROTEST

AUG/1996

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from THE CONTRACTING OFFICER. A protest to be filed with HQ, AMC, in accordance with the clause in Section A entitled HQ, AMC-Level Protest Program, shall be addressed to: HQ, Army Materiel Command, Office of Command Counsel, ATTN: AMCCC-PL, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001. (Facsimile number (703) 617-5680/617-4999.)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LF6255)

L-16 30.202-1(a) DISCLOSURE STATEMENT FORM
FAR

Disclosure Statement, Form CASB-DS-1, is not included in this solicitation package. Any offeror meeting the criteria for concurrent submission of the Disclosure Statement, who has not previously received the form from another Government source, will immediately contact the cognizant ACO (See DOD Directory of Contract Administration Components (DOD 4105.59H)) to obtain a copy of the form. If the form is not promptly made available by the ACO, the offeror will immediately so advise the PCO, who will provide one copy of the form. Offeror will be responsible for reproducing the complete form in sufficient number of copies required for submission. No extension of the closing date of the solicitation will be granted on account of the requirement for submission of the Disclosure Statement.

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 53 of 66

PIIN/SIIN W52H09-04-R-0131

MOD/AMD

Name of Offeror or Contractor:

(LF7011)

L-17 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

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

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of Provision)

(LF7015)

L-18 52.215-4502 PARTNERING PROCESS APR/1999
TACOM-RI

(a) In an effort to most effectively accomplish the objectives of this contract, it is proposed that the Government, the contractor, and its major subcontractors engage in the Army Materiel Command (AMC) Model Partnering process.

(b) Participation in the AMC Model Partnering process is entirely voluntary and is based upon a mutual commitment between Government and industry to work cooperatively as a Team to identify and resolve problems and facilitate contract performance. The primary objective of the process is providing the American soldier with the highest quality supplies/services on time and at a reasonable price. It is a relationship that is based upon open and continuous communication, mutual trust and respect, and the replacement of the "us vs. them" mentality of the past with a "win-win" philosophy for the future. Partnering also promotes synergy, creative thinking, pride in performance, and the creation of a shared vision for success.

(c) After contract award, the Government and the successful offeror will decide whether or not to engage in the AMC Model Partnering process. Accordingly, offerors shall not include any anticipated costs associated with the implementation of the AMC Model Partnering process in their proposed cost/price (e.g. cost of hiring a facilitator and conducting the Partnering Workshop). If the parties elect to partner, any costs associated with that process shall be identified and agreed to after contract award.

(d) The establishment of a Partnering arrangement does not affect the legal responsibilities or relationship of the parties and cannot be used to alter, supplement or deviate from the terms of the contract. Any changes to the contract must be executed in writing by the Contracting Officer.

(e) Implementation of this Partnering relationship will be based upon the AMC Model Partnering process, as well as the principles and procedures set forth in the AMC Partnering Guide.

(End of provision)

(LS7010)

L-19 52.215-4511 ELECTRONIC AWARD NOTICE FEB/2002
TACOM RI

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Federal Business Opportunities (FedBusOpps) or electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the FedBusOpps to determine if an award has been made. In

Name of Offeror or Contractor:

this event, the vendor's failure to check the FedBusOpps to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

(End of Provision)

(LS7013)
SECTION L

INSTRUCTIONS TO OFFERORS

Proposals shall be submitted in accordance with this section. To avoid unnecessary expense to both the Government and the Offeror, Offerors are advised to thoroughly review section M prior to submitting a proposal.

1. Proposal Submission.

a. Offerors shall submit their original proposals in a three-ring binder. A complete proposal shall contain a cover letter, an index, and six separate volumes, to include:

VOLUME 1:	MANAGEMENT OVERVIEW
VOLUME 2:	TECHNICAL SUMMARY
VOLUME 3:	PAST PERFORMANCE
VOLUME 4:	SMALL BUSINESS PARTICIPATION
VOLUME 5:	COST
VOLUME 6:	STANDARD FORM (SF) 33 WITH SECTION K CERTIFICATIONS

b. Offers shall submit a hardcopy of the original proposal (includes all volumes), three paper copies, and two CD-ROM copies of the original proposal to:

TACOM-RI
Building 62
AMSTA-AQ_ARC-A/Mr. Permantier
Rock Island, IL 61299-7630

c. Offerors shall also submit ten paper copies of Volumes 1 & 2, four paper copies of Volume 5, and two CD-ROM copies of the original proposal to:

RDECOM
Building E4470
SFAE-CBD-NBC-J/Mr. Szachta
Aberdeen Proving Ground
Edgewood, MD 21010-5424

d. Offerors shall designate the original proposal as such, and shall number all copies as ___of__.

e. CD-ROM copies must entirely reproducible, be accessible, and printable using Microsoft Office 2000 Software.

f. Indexes to the proposal and cross-references between the proposal and the solicitation are useful for ensuring that all pertinent sections of the proposal are fully understood. The use of tabs to easily locate sections of the proposal also facilitates a thorough evaluation.

g. Each volume shall be as brief as possible and shall not exceed the page limitations for each volume. Proposals shall use standard letter size paper, contain 12 point Arial type, and contain margins of at least one-inch. All pages shall be numbered. Cost proposals may contain 10 point Arial type. Pages printed on both sides will count as two (2) pages.

h. The Management Overview volume shall not exceed 200 pages. Resumes are excluded from the page count. The Technical Summary volume shall not exceed 150 pages. The Past Performance and Small Business Participation shall not exceed 25 pages each. The Cost Volume does not contain a page limitation.

i. The Government will not read or evaluate pages exceeding prescribed page limitations. Excess pages will be removed from the proposals. Page limitations do not include table of contents, cross reference matrices, section tabs, or resumes. Cover letters and

Name of Offeror or Contractor:

proposal introductions shall not exceed a total of five pages combined.

j. Offerors are expected to provide sufficient detail in a clear and concise manner to completely and logically address each evaluation factor. The Government does not desire excess verbiage, unnecessary and elaborate brochures, or lengthy, repetitious, disorganized presentations beyond that sufficient to present a complete and effective offer. Such presentations are not desired and may be construed as an indication of the Offerors lack of cost consciousness. Deficiencies, whether informational or technical (e.g., failure of a proposal to comply with solicitation requirements, failure to provide a technical approach or information regarding an area to be evaluated, failure to address the Statement of Objectives, or failure to submit resumes or program plans) may be cause for elimination from the competitive range or rejection of an offer. The Government reminds Offerors that unsupported promises to comply with the contractual requirements will not be sufficient. Proposals must not merely parrot back the contractual specifications, but rather must provide convincing documentary evidence of how contract requirements will be met.

k. The Government presumes the Offerors proposal represents its best efforts to respond to the solicitation. In its proposal, the Offeror shall explain any inconsistency, whether real or apparent, between proposed performance and Cost.

l. The successful Offerors proposal will be incorporated into the contract in whole or in part.

m. Offerors are responsible for submitting the original proposal, and all copies and CD-ROMs of their proposal to the designated locations as specified in paragraphs 1 b and 1 c above, and any revisions, and modifications, so as to reach the government office designated in the solicitation by the time specified in the solicitation. Failure to do so will cause the proposal to be considered late.

2. Oral Presentations: Offerors will be required to give an oral presentation on their proposals. The requirements of this presentation are set forth below.

a. Presentation Team. The Offerors will present the oral presentation in person to the Governments source selection and acquisition team. Presenters should be individuals who will be assigned key positions in the execution of the contract, such as the Project or Program Manager. No more than five (5) representatives from each contractor will be permitted to participate in or attend the presentation.

b. Timing of Presentations. Total presentation time will be limited to two hours. After the presentation, the Government will allow a thirty (30)-minute question and answer session which will not count against the time limit. The Government will not advise an Offeror of its strengths, deficiencies, or weaknesses during the presentation. The Government may request clarification of any of the points addressed which are unclear and may ask for elaboration by the Offeror on any point which was not adequately supported in the presentation. ORAL PRESENTATIONS, AND ANY ENSUING DIALOGUE BETWEEN OFFERORS AND THE GOVERNMENT ARE CONSIDERED CLARIFICATIONS AND WILL NOT CONSTITUTE DISCUSSIONS WITHIN THE MEANING OF FAR 15.306.

c. Schedule for Presentation. Presentations will be scheduled with Offerors as soon as possible after the closing date for receipt of proposals. The order of presentations will be determined by a lottery system. The Offeror will be notified of the date, time and location. The Government will provide the facilities; however, offerors should either provide their own equipment or else contact the government to see what equipment is available.

d. Subject Matter. Presentations shall be a summary overview of the Management Overview and Technical Summary and Past Performance factors, Volumes 1, 2 and 3; respectively.

e. Documentation. Offerors will provide the Government with a listing of the names, firms, and position titles of all presenters and five (5) copies of any presentation material, such as slides or viewgraphs. The Government will NOT accept any additional documentation. The Summary Overview Presentation MUST mirror the material covered in Volumes 1, 2, and 3. The Government may record each Offerors presentation on video tape.

3. VOLUME 1 MANAGEMENT OVERVIEW:

A. This volume shall be limited to 200 pages, excluding resumes. It includes eight sections. Each section shall be separately addressed and shall begin on a new page. This volume will be evaluated for award purposes and selected submissions will become a material part of contract. Submissions must therefore be thorough and complete. Offerors shall provide the following:

(1). Performance Based Work Statement: The offeror shall provide a Performance Based Work Statement that it will use to implement the requirements of the SOO. The Performance Based Work Statement shall incorporate and integrate the submission requirements of this Volume 1 and Volume 2.

(2). A Management Plan. Offerors shall provide a Management Plan that addresses each of the objectives set forth in paragraphs 1.a through 1.k of the SOO. Each objective shall be separately addressed and shall begin on a new page. The specific requirements of the plan include:

Name of Offeror or Contractor:

- a. SYSTEM/SITE SUPPORT PROCEDURES. The offeror shall identify the system support procedures it will use to meet mission essential performance requirements and deployment support needs for each supported site.
- b. LESSONS LEARNED. The offeror shall state how it will use lessons learned to improve the support of the units/installation and to reduce CLS costs.
- c. REPORTING OF DOCUMENTATION. The offeror shall describe how it will provide real time reporting of required documentation to include but not be limited to: all maintenance actions, supply actions, equipment status, personnel status, costs, program status, and contract performance measures, such as through a secure internet web based system.
- d. MANAGEMENT OF BIOLOGICAL DETECTION SYSTEMS. The offeror shall describe how it will effectively manage BDS support personnel to include employees documentation (security clearances, passports, medical records, deployment readiness requirements), technical qualifications, BDS training requirements, etc. This shall include the consolidation of support personnel to maintain the unit effectiveness and to minimize cost.
- e. QUALITY PLAN. The offeror shall provide a Quality Plan that it will implement to assure the quality of the operation, maintenance and supply support being performed by the contractors personnel, quality of supply and services being received from any and all subcontractors, and address the contractors approach to controlling the quality of and qualifying repair parts and sources (Reference ISO 9000).
- f. SAFETY PLAN. The offeror shall provide a safety plan that it will implement to minimize any injuries to personnel.
- g. TRANSITION OF OPERATIONS. The offer shall describe how it will facilitate a smooth transition of phasing-in or phasing-out of operations (i.e. systems or new contractor) of all BDS systems.
- h. CUSTOMER SATISFACTION. The offeror shall provide the procedures it will use to measure and ensure customer satisfaction and remedy unsatisfactory conditions.
- i. PROPERTY CONTROL PLAN. The offeror shall provide a property control plan that it will implement that provides for the accountability and maintenance of Government Property and prevents the destruction, damage, loss or theft Government Property. (Reference FAR Part 45).
- j. MANAGEMENT ORGANIZATIONAL STRUCTURE. The offeror shall describe the management organizational structure that it will maintain for this effort.
- k. QUALITY ASSURANCE SURVEILLANCE PLAN. The offeror shall provide a Quality Assurance Surveillance Plan (Reference FAR 46.401) that specifies all work requiring Government surveillance and the method of surveillance and monitoring of this work.
- (3). Organization and Key Personnel. The Offeror shall provide a detailed discussion of the key proposed management hierarchy assigned to the proposed effort, including intra-organizational, subcontractor(s) and the Government interfaces. The Offeror shall provide descriptions of the Offerors key management and technical personnel to be assigned to the contract in terms of function, education, training and experience. Plus, the Offeror shall identify the minimum job qualifications for each position. The Offeror shall provide an organization chart identifying who the Offeror believes are key personnel. The Offeror shall provide a one (1) page resume for all of the Offerors key technical and managerial personnel proposed to support this contract. The Offeror shall provide a description of available qualified personnel and their experience in CLS. The Offeror shall define its own key personnel consistent with its proposed organization and the work to be performed. Key personnel (including subcontractors) shall include those individuals who will actually perform or personally direct the work. The resumes shall include the individuals proposed role, education, and qualifications for this effort, and examples of relevant experience. Resumes shall be included as an Appendix to Volume I.
- (4). Subcontracting and Subcontracting Management. The Offeror shall identify proposed subcontractors exceeding \$550k, their scopes of work, and discuss how subcontractors will be managed.
- (5). Resource Management. The Offeror shall discuss its proposed management approach that provides for effective organizational, visibility and control of the contract and its performance. The Offeror shall also discuss the management approach it intends to use during the performance of the proposed contract for managing critical resources, handling critical priority tasking, rectifying technical problems, planning and controlling expenditures, and retaining personnel.
- (6). Program Management Tools. The Offeror shall discuss the management tools to be utilized during the performance of this contract including controlling cost, supplies, system configuration and quality.
- (7). Deployment. The Offeror shall discuss the procedure and steps it will take to carry out a deployment, which may be either planned or as a result of a declared contingency. (i.e. a planned event could be a Reserve unit doing a summer training and a declared contingency could be a conflict erupting in South Korea.)

Name of Offeror or Contractor:

(8). Customer Satisfaction: The Offeror shall briefly discuss its established business strategy on meeting Customer satisfaction. As such, the Offeror shall describe its philosophy on being proactive to unforeseen customer requirements. Plus, the Offeror shall describe its ability to work as a cohesive team with the support unit and the government contract management team.

B. The information submitted for this factor will be evaluated and assigned a rating IAW the ratings/definitions set forth in Section M, para 4, Scale of Management Overview and Technical Summary Ratings/Definitions.

4. VOLUME 2 TECHNICAL SUMMARY: This volume shall be limited to 200 pages. It includes three subfactors: (1) Maintenance, (2) Supply Management, and (3) Operation. Each subfactor shall be separately addressed and shall begin on a new page. This volume will be evaluated for award purposes and selected submissions will become a material part of contract. Submissions must therefore be thorough and complete. Offerors shall provide the following:

a. Maintenance Subfactor: The offeror shall submit a Maintenance Plan that addresses the Maintenance Plan objectives as specified in the SOO. Within the Maintenance Plan, the offeror shall demonstrate a knowledge and understanding of the Maintenance objectives as specified in the SOO and how they relate to the overall CLS requirement. The Offeror shall discuss the approach it intends to use during the performance of this contract for performing system maintenance.

b. Supply Management Subfactor: The offeror shall submit a Supply Management Plan that addresses the Supply Management Plan objectives as specified in the SOO. Within the Supply Management Plan, the offer shall demonstrate a knowledge and understanding of the Supply Management objectives as specified in the SOO and how they relate to the overall CLS requirement. The Offeror shall also discuss the approach it intends to use during the performance of this contract of ordering materials including parts and verifying vendor(s) ability to deliver quality items in a timely manner.

c. Operation Subfactor: The offeror shall submit an Operation Plan that addresses the Operation Plan objectives as specified in the SOO. Within the Operation Plan, the offer shall demonstrate a knowledge and understanding of the Operation objectives as specified in the SOO and how they relate to the overall CLS requirement. The offeror shall discuss the approach it intends to use during the performance of this contract for operation of the required systems.

d. The above subfactors will be assigned a rating IAW the ratings/definitions set forth in Section M, para 4, Scale of Management Overview and Technical Summary Ratings/Definitions.

5. VOLUME 3 - PAST PERFORMANCE: The offeror shall submit with its initial proposal contract references representing its recent, relevant performance under government and/or commercial contracts. The page limitation for this factor is 25 pages.

Definitions:

"Past performance information", as used in this solicitation, is relevant information regarding a contractor's actions under previously awarded contracts. It includes the contractor's record of conforming to specifications and to standards of good workmanship; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor's businesslike concern for the interests of the customer.

"Relevant" Contracts, as used in this solicitation, means performance on service contracts with a contract value over \$1,000,000 that demonstrates the Offeror has successfully provided contractor logistics support services for technically complex equipment, or has successfully performed service contracts that demonstrate their ability to provide similar contract logistics support for the BDS.

"Recent" Contracts, as used in this solicitation, are contracts performed, or still being performed, anytime within approximately 3 years of the release of the final, formal RFP.

"Performance Risks", as used in this solicitation, are defined as those risks associated with the probability an Offeror will successfully perform the solicitation requirements as indicated by that Offeror's record of past and current performance, and the Offerors record of containing and forecasting costs on any cost reimbursable contract.

THE FOLLOWING INFORMATION IS REQUIRED WITH RESPECT TO EACH CONTRACT REFERENCE.

- a. Contracting Activity and address
- b. Contract number and award date
- c. Point of Contact (including name, phone number, and e-mail address if applicable):

Name of Offeror or Contractor:

- (1) Procuring Contracting Officer
- (2) Administrative Contracting Officer
- (3) Program Manager/Requirements Office

d. Identification of effort, type of services provided, including when possible sufficient detail on the scope of the effort.

- e. Prior overseas deployment experience.
- f. Contract Value.
- g. Period of Performance.

(1) Original period of performance by major task/subtask through completion.

(2) Revised performance period (if any changes occurred from (1) above). If there were no changes to the schedule from g(1) above, please so state in Volume 3.

h. Include all quality problems encountered in performance of the contract and if applicable address demonstrated corrective actions implemented as a result of the problem encountered. Also, if applicable, identify any significant achievements associated with contract performance.

- i. A detailed succinct explanation of the relevance of the contract to this solicitation effort.
- j. The above information will be used in accomplishing a Performance Risk evaluation.

k. Offerors that are newly formed entities may reference contracts performed by predecessor companies or contracts performed or supported by key personnel.

l. Other Contracts: In addition to the above contract references, the offeror shall identify every recent and relevant contract in which it was either the prime contractor or a subcontractor and which they:

- (1). Experienced any delivery/performance delay
- (2). Experienced any quality problems.
- (3). Were terminated or cancelled for any reason, in whole or in part
- (4). Received a Cure Notice or Show Cause letter.

m. For any contract falling under the description in 6.1 above, provide all of the information listed in paragraph 6 a through g plus:

- (1). List each time the delivery period was revised.
- (2). Provide an explanation of why the revision was necessary.
- (3). Provide a copy of any Cure Notices or Show Cause letters received.
- (4). Identify any contracts that were terminated and the types and reasons for the termination.
- (5). Describe in detail any quality or technical performance problems, including:
 - (a). Internal/external customer complaints.
 - (b). Any Tasks/Subtasks not completed to schedule.
 - (c). Audit findings classified as major.
 - (d). Quality deficiency reports.
 - (e). Warranty claims.

Name of Offeror or Contractor:

(6). For any contract falling under the descriptions above, address corrective actions implemented as a result of the problem encountered, identifying points of contact who can confirm the success of the corrective measures.

(7). The number of contract references provided in response to paragraph 5.1 above, Other Contracts, is unlimited. If there are no recent relevant contracts meeting the description above, it is necessary to state that.

(8). Subcontractor Performance References: If the Offeror intends to subcontract any major portion of the effort which exceeds 25% of the value of the effort for this procurement, the Offeror shall identify the proposed subcontractor(s) and provide past performance information on the subcontractor(s) as referenced in subparagraph 2, and include that information as part of its proposal submission.

(9). In addition, the Offeror shall include in its proposal the written consent of its proposed subcontractor(s) allowing the government to discuss the subcontractors past performance evaluation with the Offeror during negotiations if necessary. The number of submissions for any significant subcontractor shall be no more than three relevant and recent contacts in which it was a major subcontractor or the prime contractor.

(10). The information submitted for this factor will be evaluated and assigned a rating IAW the ratings/definitions set forth in Section M, para 4(3) of the solicitation.

6. VOLUME 4 - SMALL BUSINESS PARTICIPATION: All Offerors are to identify the extent to which small businesses (SBs), veteran-owned small businesses (VOSBs), service-disabled veteran-owned small businesses (SDVOSBs), historically underutilized business zone (HUBZone) small businesses, small disadvantaged businesses (SDBs), woman-owned small businesses (WOSBs), historically black colleges/universities or minority institutions (HBCUs/MIs) would be utilized in the performance of this proposed contract. For small businesses, as defined by the North American Industrial Classification System (NAICS) Code applicable to this solicitation, the offeror's own participation as a SB, VOSB, SDVOSB, HUBZone SB, SDB, WOSB, or HBCU/MI is to be identified, and will be considered in evaluating small business participation. The offeror is to address the following factors in detail. The page limitation for this factor is 25 pages.

a. All offerors are to provide:

(1) The names of SBs, VOSBs, SDVOSBs, HUBZone SBs, SDBs, WOSBs or HBCUs/MIs who would participate in the proposed contract, identifying specific components to be produced or services to be performed by them, and the estimated total dollars of such work;

(2) A description of the Offeror's performance over the past three calendar years in complying with the requirements of FAR 52.219-8, Utilization of Small Business Concerns, including description and available documentation of the methods employed to promote small business participation and the internal methods used to monitor such participation. Offerors who have never held a contract incorporating 52.219-8 shall so state.

b. In addition, Offerors who are large businesses as defined by the North American Industry Classification System (NAICS) Code applicable to this solicitation, are to provide a description of their performance over the past three calendar years in complying with the requirements of FAR 52.219-9, Small Business Subcontracting Plan, including documentation of their accomplishment of the goals established under Subcontracting Plans of prior contracts. Large businesses that have never held a contract incorporating 52.219-9 will so state.

c. The information submitted for this factor will be evaluated and assigned a rating IAW the ratings/definitions set forth in Section M, para 4(4) of the solicitation.

NOTE TO OFFERORS: To aid in the submission of the Small Business Participation evaluation factor, Offerors may complete the form Proposal Submission for Small Business Participation, located at Attachment 009 of the solicitation.

7. VOLUME 5 - COST: The Offeror shall submit a Cost Proposal. The Cost Volume shall include cost information consisting of non-certified, other than cost or pricing data, to support proposed costs, including fee, for the Contract Phase-in Period/CLS Start Phase (CY 2004), Year 1 (CY 2005), Year 2 (CY 2006), and Years 3 through Year 5 (CYs 2007, 2008, 2009). There is no page limitation for this factor.

The Government reserves the right to request additional cost information to evaluate the Offerors proposal. The proposed costs must reflect the use of prudent judgment and sound business practices, and they must be consistent with the Offerors Management Overview and Technical Summary volumes. A consistency between the Offerors Cost, Management Overview, and Technical Summary volumes reflects on the Offerors understanding of the work required and on the Offerors ability to perform the effort required by the SOO for the amount proposed. Any significant inconsistencies, if unexplained, raise a fundamental question as to the Offerors inherent understanding of the work required and as to its ability to perform the contract and may be grounds for rejection of the proposal. The Offeror shall follow the instructions set forth below in preparing its proposal.

a. The Offeror shall complete the Cost Submittal Sheet at Attachment 0001 of the solicitation, and submit IAW the proposal

Name of Offeror or Contractor:

submission instructions in paragraph 1 of Section L. The completed Cost Submittal Sheet shall contain the offerors estimated costs, including fee, for the Contract Phase-in Period/CLS Start Phase (CY 2004), Year 1 (CY 2005), and Year 2 (CY 2006) through Year 5 (CY 2009).

b. General Instructions. The Offeror must provide the following information on the initial page of the cost proposal:

- (1) Solicitation number
- (2) Name and address of Offeror
- (3) Name and telephone number of point of contact
- (4) Defense Contract Administration Office, name and point of contact
- (5) Proposed cost; fee; and total .
- (6) Whether your organization is subject to cost accounting standards. If so, do you have a Cost Accounting Standards Board (CASB) Disclosure Statement in place, and the current status of it (i.e) any non-compliances or inconsistencies noted)?
- (7) A statement that you grant the Source Selection Authority and authorized representative(s) the right to examine, at any time before award, those records, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for cost estimating, that will permit an adequate evaluation of the proposed costs. This same statement shall be included for each subcontractor proposal over \$550k.
- (8) Date of submission
- (9) Name, title and signature of authorized representative

c. The Offeror shall submit estimated costs, including fee, for all CLINs, all years, on the Cost Submittal Sheet to be considered for award. Do not leave any CLIN blank as this may cause the proposal to be rejected.

d. The cost information should include all cost elements, including fee, that go into the final estimated cost. The cost elements should be broken out by system and by calendar year. To assist in tracking cost elements it is requested that this information be presented in a table format and should be traceable to the CLIN structure. Any subcontractors submitting a separate proposal should follow the same format as the prime.

A suggested format is as follows:
(Reference FAR 15.408, Table 15-2)

TABLE I

SYSTEMCY 2004	Portal Shield	ECE	M31 BIDS	M31A1 BIDS	M31E2 JPBDs	J
SIPP	LRBSDS	JBSDS	TOTAL			
Program Mgmt						
-Cost Elements						
Maintenance						
- Cost Elements						
Supplies						
- Cost Elements						
Operations						
-Cost Elements						
TOTAL						

e. Cost Elements: The Offeror and subcontractors must provide a breakdown for the following basic cost elements, as applicable:

- (1) Materials Specify type, quantity, unit price, material overhead rates, freight charges and any other material charges.
- (2) Subcontractors/Consultants For each subcontractor/consultant, the same information that is required for the prime should be provided.
- (3) Direct Labor Provide a breakdown of labor hours, rates and prices by appropriate labor category.
- (4) Indirect Costs Provide a breakdown of indirect costs and rates. Indicate how indirect rates are applied. Indirect

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 61 of 66
	PIIN/SIIN W52H09-04-R-0131	MOD/AMD

Name of Offeror or Contractor:

rates should be supported by either a Forward Pricing Rate Agreement with DCMA or by other means.

(5) Facilities Capital Cost of Money The Offeror must submit Form CASB-CMF and show the calculation of the proposed amount (see FAR 31.205-10).

(6) Other costs List all other costs not otherwise included in the categories described above (for example, travel, computer usage, reproduction, etc) and provide the basis for these costs. For travel, list each trip separately, stating start/destination, number of travelers, duration, airfare, per diem, rental car, local mileage, and total cost per trip.

(7) Fee - The contract will include a base fee and award fee. Offerors shall propose these fees in terms of actual dollars and in terms of a percentage of total estimated costs. The proposed base fee shall not exceed 3% of the total estimated costs. The offeror may propose different base fees for different systems. Offerors shall submit a proposed award fee plan that is based upon meeting mission essential requirements. The award fee and award fee plan must be the same for all systems. The Statement of Objectives contains suggested incentives for the award fee plan. The Government will administer the award fee plan as set forth in Section A of this solicitation

f. It is incumbent upon the Offeror to reconcile their proposal with that of their subcontractors. The prime contractor bears the responsibility to ensure that the subcontractors proposal is submitted in accordance with the criteria found in Sections L and M of this RFP. The following applies to both prime and subcontractors:

(1) Break out the proposal by calendar year.

(2) The prime and subcontractors must be consistent between their proposals.

(3) Assumptions made by the prime and subcontractors should be stated and consistent. All assumptions should be flowed down from the prime or agreed to by the prime.

(4) Spell out any acronyms used.

(5) Explain all fees and profits.

(6) The Offeror shall clearly define the makeup of O/H and G&A. Describe the resources and support embedded in each.

(7) All information relative to any CLIN shall be consolidated in one area and not scattered throughout the proposal.

g. The Cost proposal is presumed to represent the Offerors best effort in response to the solicitation. Any inconsistency, whether real or apparent, between promised performance and cost, shall be explained in the proposal. The Government will not consider requests from the contractor for upward cost adjustments stemming from contractor bidding errors. Upon contract award, the last pricing proposal accepted by the Government will form the basis for all future increases or reductions of contract scope. NOTE: THE BURDEN OF PROOF AS TO PROPOSAL CREDIBILITY RESTS WITH THE OFFEROR.

8. VOLUME 6 STANARD FORM 33 AND SECTION K CERTIFICATIONS: Offerors shall provide a completed and signed copy of the SF 33, Solicitation, Offer, and Award. The form must be signed by an individual authorized to bind the company. Offerors shall also include with this volume all Section K certifications.

*** END OF NARRATIVE L 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-R-0131	Page 62 of 66 MOD/AMD
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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

This document incorporates one or more provisions 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 provision may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the provision requires additional or unique information, then that information is provided immediately after the provision title.

(MA7001)

Regulatory Cite	Title	Date
M-1 15.304 FAR	EVALUATION FACTORS FOR AWARD (BASIS FOR AWARD, FACTORS AND SUBFACTORS TO BE EVALUATED, EVALUATION APPROACH)	DEC/1997

The following are the evaluation factors for award:

SEE NARRATIVE M001 FOR EVALUATION FACTORS AND BASIS OF AWARD

(MP6012)

M-2 52.215-4507 TACOM-RI	EVALUATION OF OFFERS	MAR/1988
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An offeror must quote on all items in this solicitation to be eligible for award. All items will be awarded only as a unit. Evaluation of offers will be based, among other factors, upon the total price quoted for all items.

(End of Provision)

(MS7100)

OFFEROR EVALUATION

1. Basis for Award

a. The government will evaluate proposals submitted in accordance with Section L of the solicitation and will make an award determination considering the following factors:

- (1) Management Overview
- (2) Technical Summary
- (3) Past Performance
- (4) Small Business Participation
- (5) Cost

These factors will be evaluated utilizing a tradeoff process and the Government therefore reserves the right to make an award to other than the lowest cost offeror or other than the highest non-cost rated offeror. A single award is planned.

b. Management Overview and Technical Summary are equally important. Individually, they are more important than Cost, including fee. Cost, including fee, is more important than Past Performance. Small Business Participation is less important than any of the other factors. The non-cost factors, when combined, are significantly more important the Cost factor. Although Cost, including fee, is not the most important element it could become a controlling factor as offers under the non-Cost factors may tend to equalize.

c. Any proposal that is viewed as unrealistic in terms of any of the evaluation factors may be rejected for such reasons. Furthermore, any significant inconsistency between proposed Management, Technical, Past Performance and Small Business Participation Area performance, and the Cost areas, if unexplained, may be grounds for rejection of the proposal due to an Offeror's misunderstanding of the work required or an inability to perform any resultant contract. The Government will evaluate each proposal strictly in accordance with its content and will not assume that performance will include areas not specified in the Offeror's proposal.

d. The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications as

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-R-0131	Page 63 of 66 MOD/AMD
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Name of Offeror or Contractor:

described in FAR15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

2. Rejection of Offers:

The Government may reject any proposal deemed unacceptable which:

a. Merely offers to perform work according to the RFP terms or fails to present more than a statement indicating its capability to comply with the RFP terms without support and elaboration as specified in Section L of this solicitation.

b. Reflects an inherent lack of technical competence or a failure to comprehend the complexity and risks required to perform the RFP's requirements due to submission of a proposal which is unrealistically high or low in price and/or unrealistic in terms of technical or schedule commitments.

c. Contains any unexplained significant inconsistency between the proposed effort and Cost, which implies the Offeror has (1) an inherent misunderstanding of the scope of work, or (2) an inability to perform the resultant contract.

d. An offer, which is unbalanced as to costs for the first ordering period and/or optional ordering periods may be rejected. An unbalanced offer is one, which is based on costs significantly high or low for one given period versus another period. There must be a direct relationship between the effort expended and its cost for each contract year.

e. Fails to meaningfully respond to the Proposal Preparation Instructions specified in Section L of this solicitation.

3. Responsibility:

Pursuant to FAR 9.103, contracts will only be placed with contractors that the contracting officer determines to be responsible. Offerors must be able to demonstrate that they meet the standards of responsibility set forth in FAR 9.104. The Government reserves the right to conduct a pre-award survey on any and all Offerors. The Government reserves the right to reject an offer that does not meet the standards for responsibility.

4. Factor Evaluations:

(1) The Management Overview Factor: The Government will evaluate Management Overview proposals (Volume I) to determine the extent to which the offerors have demonstrated their knowledge and ability to provide the required CLS services. Advantages and disadvantages will be assessed. The Government will also assess the degree of proposal and performance risk associated with each proposal. This factor does not contain any subfactors and will be rated as a whole.

(2) The Technical Summary Factor: This factor contains three subfactors: (1) Maintenance, (2) Supply Management, and (3) Operation. The Maintenance and Supply Management factors are equally important and individually are more important than Operation. The Government will evaluate the Technical Summary proposals (Volume II) submitted relative to each of these subfactors to determine the extent to which the offerors have demonstrated their knowledge and ability to provide the required CLS services. Advantages and disadvantages will be assessed. The Government will also assess the degree of proposal and performance risk associated with each proposal. The subfactors will be separately rated and rated as a whole based on their relative order of importance.

Scale of Management Overview and Technical Summary Ratings/Definitions

BLUE Outstanding. Outstanding CLS approach. The offeror has demonstrated very well that it has both the knowledge and the ability to provide the required CLS services. Very good probability of success with overall low degree of risk in meeting the Governments requirements.

GREEN Good. Good CLS approach. The offeror has demonstrated well that it has both the knowledge and the ability to provide the required CLS services. Good probability of success with overall low to moderate degree of risk in meeting the Governments requirements.

YELLOW Acceptable. Adequate CLS approach. The offeror has adequately demonstrated that it has both the knowledge and the ability to provide the required CLS services. Adequate probability of success with overall moderate degree of risk in meeting the Governments requirements.

Name of Offeror or Contractor:

PINK Susceptible To Being Made Acceptable. Fair CLS approach. The proposal contains errors, omissions or deficiencies which are capable of being corrected with a major rewrite or revision of the proposal. The contractor has not demonstrated adequately that it can provide the required CLS services. Little probability of success with high degree of risk unless offerors proposal is significantly revised.

RED Unacceptable. Inadequate CLS approach. A proposal which contains major errors, omissions or deficiencies, or an unacceptably high degree of risk in meeting the Governments requirements. No probability of success in providing the required CLS services.

(3) Past Performance: The government will assess and evaluate the performance risk of the Offeror successfully performing the contract, including quality and schedule performance and history for reasonable and cooperative behavior with commitment to customer satisfaction. This evaluation will be based on the Offeror's previous performance history on current or prior contracts performed within approximately the last 3 years.

(a) In evaluating previous performance history, the Government will look at the offeror's period of performance, and that of any major or critical subcontractors, against the contract's original performance schedule, unless the delay was government caused. Schedule extensions that are the cause of the contractor, or the subcontractor, even if consideration was provided, will be considered to not have met the performance schedule. General trends in past performance, including demonstrated corrective actions, will also be evaluated.

(b) Past performance will be assessed with a risk rating applied to each Offeror as follows:

BLUE - Very Low Risk: Very little doubt exists that the Offeror will successfully perform the required effort.

GREEN - Low Risk: Little doubt exists that the Offeror will successfully perform the required effort.

YELLOW - Moderate Risk: Some doubt exists that the Offeror will successfully perform the required effort.

RED - High Risk: Substantial doubt exists that the Offeror will successfully perform the required effort.

WHITE - Unknown Risk: There is no meaningful relevant record of past performance upon which to base a performance risk production.

(c) Offerors who receive an unknown rating will not be evaluated either favorably, or unfavorably, but will be evaluated in the context of the importance of past performance to the overall solicitation effort.

(d) A significant achievement, problem, or lack of relevant data in any element of the work can become an important consideration in the source selection process. A negative finding under any element may result in an overall high-risk rating. Therefore, Offerors are reminded to include all relevant past efforts including demonstrated corrective actions, in their proposals.

(e) Offerors are cautioned that, in conducting the past performance risk assessment, the Government may use data provided by the Offeror in its proposal and data obtained from other sources. Since the Government may not necessarily interview all of the sources provided by the Offerors, it is incumbent upon the Offeror to explain the relevance of the data provided. Offerors are reminded that while the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete past performance information rests with the offerors.

(4) Small Business Participation: The Government will evaluate the extent to which offerors identify, and commit to utilizing, SBs, VOSBs, SDVOSBs, HUBZone SBs, SDBs, WOSBs and HBCUs/MIs in the performance of the contract; such utilization may be as the prime contractor or a subcontractor, or as a member of a joint venture or teaming arrangement. The Government will also evaluate the extent of the Offeror's past compliance with FAR 52.219-8, Utilization of Small Business Concerns, and FAR 52.219-9, and Small Business Subcontracting Plan. Evaluation will consider the following:

(a) The extent to which the proposal specifically identifies SBs, VOSBs, SDVOSBs, HUBZone SBs, SDBs, WOSBs and HBCUs/MIs;

(b) The extent of participation of such concerns in terms of the value of the total contract amount; and

(c) An assessment of the risk, based upon past performance, of the offeror actually achieving the involvement of small business concerns as proposed. Such assessment will include:

- For all offerors, an evaluation of performance over the past three calendar years in complying with the requirements of FAR 52.219-8, Utilization of Small Business Concerns;

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 65 of 66

PIIN/SIIN W52H09-04-R-0131

MOD/AMD

Name of Offeror or Contractor:

- For Offerors who are large businesses as defined by the North American Industry Classification System (NAICS) Code applicable to this solicitation, an additional evaluation of past performance over the last three calendar years in complying with the requirements of FAR 52.219-9, Small Business Subcontracting Plan. Where a large business has not held a contract that included 52.219-9, its prior performance will be evaluated against 52.219-8 only.

(d) The extent of substantive evidence indicating the level of past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

(e) The element of Small Business Participation will be evaluated in accordance with the following. Apply the adjectival rating for the definition that most closely meets the evaluation conclusion.

ADJECTIVE DEFINITION AND CRITERIA

Excellent Proposal includes a substantial portion of the work, in terms of dollar value (more than 20%) to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has substantive evidence suggesting prior achievement of subcontracting plans or policy goals. Based on the proposal and past performance history, the Offeror's proposed goals and/or actions are substantial and are considered very realistic (very low risk). There is substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

Good Proposal includes a significant portion of the work in terms of dollar value (more than 15%) to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has evidence suggesting prior achievement of most subcontracting plan or policy goals. Based on the Offeror's proposal and past performance history, the Offeror's proposed goals and/or actions are significant and are considered realistic (low risk). There is significant substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

Adequate Proposal includes a reasonable portion of the work in terms of dollar value (more than 10%) to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Offeror has evidence suggesting prior achievement of some subcontracting plan or policy goals. Based on the Offeror's proposal and past performance history, the Offeror's proposed goals and/or actions are adequate and could be met if the Offeror focuses attention on them (moderate risk). There is reasonable substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

Marginal Proposal includes a minimal portion of the work in terms of dollar value (less than 10%) to be performed in the Small Business (SB), Veteran-Owned Small Business (VOSB), Service-Disabled Veteran-Owned Small Business (SDVOSB), HUBZone Small Business (HUBZone SB), Small Disadvantaged Business (SDB), Women-Owned Small Business (WOSB), and Historically Black Colleges and University/Minority Institution (HBCU/MI) sector by the prime (if so qualified) and/or as subcontractors or team members. Based on the Offeror's proposal and/or past performance history, there is little likelihood that more than a minimal portion of the work will be performed in this sector. (High risk) There is minimal substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and FAR 52.219-9.

Poor Offeror demonstrates little or no commitment to using SBs, VOSBs, SDVOSBs, HUBZone SBs, SDBs, WOSBs and HBCU/MIs. There is no evidence that the Offeror met his prior goals and/or shows no serious commitment and did not provide adequate justification for not doing so. Based on the proposal and/or past performance history, there is negligible likelihood that anything other than a token portion of the work will be performed in this sector. (Very high risk) There is little or no substantive evidence indicating past compliance with the requirements of FAR 52.219-8 and 52.219-9.

Neutral Foreign firm (Offeror) has held no past Government contract(s) subject to FAR 52.219-8 or 52.219-9. Foreign firm (offeror) indicates no opportunity for using SBs, SDBs, HUBZone SBs, SDBs, WOSBs and HBCU/MIs as all contract work will be performed completely outside the United States or no meaningful subcontract opportunities exist.

* Offerors are required to address two areas in their SB Participation response: (1) "Proposed" SB usage in performance of the potential contract, and (2) "Past" usage of SBs in contract performance. The Government will evaluate both areas to develop one overall rating.

(5) Cost Factor:

(a) The total evaluated cost, including fee, is calculated by summing the proposed costs, including fee, for each CLIN, by year. The totals by year are then summed to derive the total evaluated cost, including fee.

Name of Offeror or Contractor:

(b) The award fee and award fee plan will be evaluated to determine whether it is consistent with the offerors proposed approach to meeting the requirements of the solicitation.

(c) The government will evaluate the offerors cost proposal using a combination of price analysis, cost analysis, cost realism analysis, and other cost/price analysis techniques IAW FAR 15.404-1. Proposal analysis will be based on cost information consisting of non-certified, other than cost or pricing data, submitted IAW paragraph 7 of Section L, and any other information as the contracting officer deems appropriate and necessary.

(d) Cost Analysis will be used to evaluate the separate cost elements and fee as contained in TABLE I, Section L, paragraph 7(d) of the solicitation, and will be judged to determine how well the proposed costs represent what the cost of the contract should be, assuming reasonable economy and efficiency.

(e) Cost Realism Analysis will be used to evaluate the specific elements of the Offerors proposed cost estimates, as contained in TABLE I, Section L, paragraph 7(d) of the solicitation, to determine whether the estimated proposed costs are realistic for the work to be performed; reflect a clear understanding of the requirements, and are consistent with the unique methods of performance and materials described in the Offerors Management Overview and Technical Summary Proposals. As part of this analysis, the government will develop a most probable cost (MPC) of performance. The government reserves the right to adjust the total proposed amount of the offerors cost proposal in the governments cost realism analysis by substituting the MPC for the total evaluated proposed cost.

(f) For evaluation purposes pertaining to the cost realism most probable cost, 75% of the dollar amount for the award fee portion, and 100% of the base fee amount will be utilized.

(g) Results obtained from the Price Analysis, Cost Analysis, and Cost Realism Analysis as described above, will be used to determine if the total overall evaluated cost, including fee, is fair and reasonable.

(h) If final proposal revisions are requested, they will be evaluated using the same procedures as above.

*** END OF NARRATIVE M 001 ***