

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 - CLIN(s) 0001, 0002, 0003, and 0004 shall be in accordance with the Statement of Work (SOW) entitled SOW for Transition Switch Module (TSM) dated 29 OCT 2003 and the Performance Specification entitled "Performance Specification for the Transition Switch Module (TSM), Version 6.2 dated 29 OCT 2003. In the event of any conflict among the documents, the order of precedence shall be as specified in FAR clause 52.215-8.

C-2 - CLIN(s)0005 thru 0021 (and OPTION ITEM(s) 0034 thru 0050 if exercised) Technical Data Items - All technical data shall be prepared and delivered in accordance with the Exhibits A through S, Contract Data Requirements Lists (CDRLs) DD Form 1423.

C-3 - CLIN(s) 0022 thru 0024 shall be in accordance with the TSM Performance Specification, V6.2 dated 29 OCT 2003

C-4 - CLIN 0025 - TRAINING shall be developed and conducted in accordance with the TSM SOW dated 29 OCT 2003

C-5 - CLIN 0026 - TRAINING DEVICES shall be in accordance with the TSM Performance Specifications, Version 6.2 dated 29 OCT 2003 and consistent with the Offeror's recommended configuration.

C-6 - CLIN 0027 - SPARES shall be in accordance with paragraph 4.1 of the TSM Statement of Work dated 29 OCT 03

C-7 - CLIN 0028 (and OPTION ITEM(s) 0051,0055,0059,0063, 0067, and 0071, if exercised) - CONTRACTOR INTERIM SUPPORT shall be in accordance with paragraph 4 of the TSM Statement of Work dated 29 OCT 2003

C-8 - CLIN(s) 0029 and 0030 (and OPTION ITEM(s) 0052,0053, 0056, 0057, 0060, 0061, 0064, 0065, 0068, 0069, 0072, and 0073, if exercised) - FIELD SERVICE REPRESENTATIVE(S) shall be in accordance with paragraph 4.3 of the TSM Statement of Work dated 29 OCT 2003

C-9 - CLIN 0031 - (and OPTION ITEM(s) 0054, 0058, 0062, 0066, 0070, and 0074, if exercised) - ENGINEERING TECHNICAL SERVICES shall be in accordance with paragraph 4.3 of the TSM Statement of Work dated 29 OCT 2003

C-10- CLIN 0032 -OPTION ITEM - CONTRACT SUPPORT SERVICE in conducting research and development analysis and cost associated with the technology insertion of the TSM shall be in accordance with the TSM SOW dated 29 OCT 03 (*period of performance shall be the 6<sup>th</sup> year of the contract if option is exercised*)

C-11- CLIN 0033 -OPTION ITEM - CONTRACT SUPPORT SERVICE in conducting research and development analysis and cost associated with the technology insertion of the TSM shall be in accordance with the TSM SOW dated 29 OCT 03 (*period of performance shall be the 7<sup>th</sup> year of the contract if option is exercised*)

SECTION D - PACKAGING AND MARKING

D-1 - CLIN(s) 0001, 0002, 0003, 0004, 0022, 0023, 0024, 0026, and 0027 - All supplies deliverable under this contract shall be prepared for delivery, preservation and packing (P&P) in accordance with best commercial practices of ASTM D3951-98 or the pertinent level of MIL-STD-2073-ID, w/Notice 1 as applicable. Packaging data shall be developed in accordance with MIL-STD-2073-1D and all appendices for the End Item and all repairable components assigned Source, Maintenance and Recoverability (SMR) codes PA, PB, PC, PD, PE and PG. Refer to paragraph 3.14 of the TSM SOW entitled Packaging, Handing, Storage and Transportation (PHS&T).

Items for which transit cases are being procured shall be packed and shipped within the applicable transit cases. Items, which are installed into the shelter configuration, shall be secured within the shelter to mitigate shock and vibration and to prevent damage during handling and shipment. Marking for shipment and storage and special marking instructions to Controlled Cryptographic Items (CCI) shall be in accordance with MIL-STD-129P

Classified reports, data, and documentation, if appropriate, shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

D-2 - CLIN(s) 0005 thru 0021 and (OPTION ITEM(s) 0034 thru 0050, if exercised) - Technical Data. CDRLs shall be packaged, packed, and marked in accordance with the applicable DD Form 1423

D-3 - Technical Publications shall be packaged, pack, and marked in accordance with TMCR TSM-03 dated September 2003

SECTION E - INSPECTION AND ACCEPTANCE

E-1 CLINS(s) 0001, 0002, 0003, 0004, 0022, 0023, 0024, 0025, 0026, 0027, 0028, 0029, 0030, 0031, 0032 and 0033 - Inspection and acceptance of all supplies/services provided under this contract shall be specified on each delivery order.

E-2 CLIN(s) 0005 thru 0021 and (OPTION ITEM(s) and 0034 thru 0050, if exercised) - Inspection and acceptance of all data CLINs shall be as specified on the specific EXHIBITS Contract Data Requirement List (CDRL).

E-3 OPTION ITEM(s) CLIN(s) 0051 thru 0076, if exercised - Inspection and acceptance shall be specified on each delivery

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

<u>FAR</u> <u>SOURCE</u>	<u>TITLE</u>	<u>DATE</u>
52.246-2	Inspection of Supplies--Fixed Price	(Aug 1996)
52.246-4	Inspection of Services--Fixed Price	(Aug 1996)
52.246-16	Responsibility for Supplies	(Apr 1984)

<u>DFARS</u> <u>SOURCE</u>	<u>TITLE</u>	<u>DATE</u>
252.246-7000	Material Inspection and Receiving Report	(MAR 2003)

**SECTION F - DELIVERIES OR PERFORMANCE**

F-1 - CLINS(s) 0001, 0002, 0003, 0004, 0022, 0023, 0024, 0025, 0026, 0027, 0028, 0029, 0030, 0031, and (OPTION ITEM(s) 0032, 0033 and 0050 thru 0076 (if exercised) - Delivery instructions of all supplies/services provided under this contract shall be specified in each delivery order.

NOTE: Maximum production rates will be 20 TSMS per month with delivery 120 days after receipt of order

**NOTE: Delivery or spares, CLIN 0027 shall be concurrent with hardware delivery.**

F-2 - Request for shipping instructions shall be submitted to the Project Officer at the address identified below at least 90 days prior to start of delivery.

F-3 - CLIN(s) 0005 thru 0021 and (OPTION ITEM(s) 0034 thru 0050 if exercised) - Delivery of all data CLINs shall be as specified in the specific EXHIBITS Contract Data Requirement List (CDRL).

**CLAUSES INCORPORATED BY REFERENCE**

<u>FAR</u> <u>SOURCE</u>	<u>TITLE</u>	<u>DATE</u>
52.242-15	Stop-Work Order	(Aug 1989)
52.242-17	Government Delay of Work	(Apr 1984)
52.247-34	F.O.B. Destination	(Nov 1991)
52.247.55	F.O.B. Point for Delivery of Government Furnished Property	(Jun 2003)
52.249.14	Excusable Delays	(APR 1984)

<u>DFARS</u> <u>SOURCE</u>	<u>TITLE AND DATE</u>
252.247-7023	Transportation of Supplies by Sea (May 2002)

SECTION G - CONTRACT ADMINISTRATION DATA

**G-1 POINTS OF CONTACT:**

- (a) Contract Administration Office (CAO)

Contract administration functions (see FAR 42.302, DFARS 242.302) and the Navy Acquisition Procedures Supplement (NAPS 5242.302) are assigned to:

TBD

- (b) Paying Office

The Defense Finance Accounting Service (DFAS) Payment office is as follows:

TBD

- (c) Contracting Office Representative:

COMMANDING GENERAL  
IRA D. PATTERSON, PG12-02IDP  
MARINE CORPS SYSTEMS COMMAND  
2200 LESTER STREET  
Quantico, VA 22134-6050  
Phone: (703) 432-4336

- (d) Contracting Officer's Representative/Project Officer:

COMMANDING GENERAL  
CAPTAIN RAUL TORRES, PMM-122  
MARINE CORPS SYSTEMS COMMAND  
2200 LESTER STREET  
Quantico, VA 22134-6050  
Phone: (703) 432-4366

ACCOUNTING CLASSIFICATION REFERENCE NUMBER (ACRN)

Accounting and Appropriation Data. Funds associated with delivery orders will be identified on each delivery order.

APPROPRIATION DATA/SPECIAL INSTRUCTIONS: The Government Payment Office shall make all payments against this Contract/Delivery Order in accordance with the CLIN/ACRN association specified in Schedule "B" of this Delivery Order. All requests for payment by the contractor made against this Delivery Order that fail to specify a CLIN/ACRN association shall be rejected by the Government Payment Office.

SECTION G - CONTRACT ADMINISTRATION DATA (Cont'd)

All delivery orders will have an accounting classification reference number assigned at the time of award or upon issuance of a delivery order.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2003)

(a) Definitions. As used in this clause-

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://rmb.ogden.disa.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAR 2003) (Cont'd)

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with 4 copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- a separate invoice for each activity designated to receive the supplies or services.
- a consolidated invoice covering all shipments delivered under an individual order.
- either of the above.

**NAPS 5252.232-9000 SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992) (Cont'd)**

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

**NOTE A:** Under this indefinite delivery/indefinite quantity (IDIQ) contract (see FAR Clause 52.216-22), equipment and services, if any and as required, shall be ordered (See FAR clause 52.216-18) by the issuance of Delivery Orders (DD Form 1155). The minimum dollar value under this contract is \$884,000.00, the maximum dollar value is \$240,000,000.00. The period of performance for this contract shall be five (5) years with two (2) one year options commencing from date of contract award.

**NOTE B:** Offeror shall propose labor categories and fully burdened Firm-Fixed Price labor rates for CLINs 0028, 0029, 0030, 0031, 0032, 0033, (and OPTION ITEM(s) 0051 thru 0074).

**NOTE C:** This contract includes the following mixture of line items

<u>CLIN</u>	<u>Type</u>
0001 - 0021	Firm-Fixed Price (FFP)
0022 - 0027	Firm-Fixed Price (FFP)
0028 - 0031	Time & Material (T&M)
0032 - 0033	Time & Material (T&M)
0034 - 0050	Firm-Fixed Price (FFP)
0051 - 0076	Time & Material (T&M)

**NAPS 5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) (Applicable to Item 0028, 0029, 0030, and 0031 and OPTION ITEM(s) 0051 thru 0076, if exercised)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the contract auditor at the following address: N/A unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the Contracting Officer Representative (COR) identified in Section G. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

SECTION G - CONTRACT ADMINISTRATION DATA (Cont'd)

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 60 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system which supply/service is provided.

(e) A DD Form 250, "Material Inspection and Receiving Report",

- is required with each invoice submittal.
- is required only with final invoice.
- is not required.

(f) A Certificate of Performance

- shall be provided with each invoice submittal.
- is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(End of clause)

ADDITIONAL DISTRIBUTION OF INVOICES

Copies of all invoices and/or DD Form 250s shall be provided to the Procuring Contracting Office, Project Officer, and Administrative Contract Office, each identified above.

SECTION G - CONTRACT ADMINISTRATION DATA (Cont'd)

POST AWARD ORIENTATION CONFERENCE

The Contracting Officer will establish the date of a Post-Award Orientation Conference to be held with the Contractor within thirty (30) days of contract award. The Administrative Contracting Officer (or designee) will prepare the agenda, notify the appropriate Government and Contractor representative, act as or designate a Chairperson, and prepare and distribute a report of the conference. The report will include all information and guidance provided to the Contractor. Any change(s) to the contract will be made only by a contract modification referencing the applicable terms of the contract. This provision shall in no event constitute grounds for excusable delay by the Contractor in performance of any provision of the contract.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 FIRST ARTICLE TESTING**

First Article Testing shall consist of the following:

- FAT Hardware Testing (Contractor Testing)
- FAT Systems Integration Testing (Government Testing)

As identified in paragraph 4.5.3, Special Tests and Examinations, Table IV of the Performance Specifications

The contractor shall successfully complete First Article Test Hardware Testing (as identified in Table 4 of the Performance Specification) prior to submission of equipment for First Article Test Systems Integration Testing (as identified in Table 4 of the Performance Specification).

**H-2 CONSTRUCTIVE CHANGE ORDERS**

No order, statement, or conduct of Government personnel who might visit the contractor's facility or in any other manner communicate with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

No understanding or agreement, contract modification, change order, or other matter deviating from or constituting an alteration or change of the terms of the contract shall be effective or binding upon the Government unless formalized by contractual documents executed by the Contracting Officer.

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in the contract, the said authority remains solely with the Contracting Officer. In the event that the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made, without authority at the contractor's expense, and no adjustment shall be made in the contract price or other contract terms and conditions as consideration for the aforementioned unauthorized change. Further, should the unauthorized change be to the Government's detriment, the contractor may be held financially responsible for its correction.

**H.3 EXTENSION OF COMMERCIAL WARRANTY**

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, nor does it limit the Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

**H.4 MC 5252.245-9650 - GOVERNMENT FURNISHED PROPERTY 9JUN 1985**

The Government shall furnish to the contractor for use in connection with this contract the property, equipment, and material set forth below:

FURNISHING SOURCE: Various

<u>NATIONAL STOCK #</u>	<u>DESCRIPTION</u>	<u>PRICE</u>	<u>DELIVERY SCHEDULE</u>	<u>QTY</u>
5810-01-449-7179	KIV-19 Trunk Encryption	\$ 4,425	TBD	4 per DITS
	Microsoft Windows 2000		TBD	
	Microsoft Office 2000		TBD	

Only the property listed above in the quantity shown will be furnished by the Government. All other property required in the performance of this contract shall be furnished by the contractor. Such GFP shall be delivered at or near Contractor's plant under Government Bill of Lading (GBL, free of expense to the Contractor, on board the conveyance selected by the Government within 90 days from the date of contact to Defense Contract Management Command (DCMC) specified herein, in care of Contractor's plant at \_\_\_\_\_

**H.5 CONTRACTOR NOTICE REGARDING LATE DELIVERY**

In the event the Contractor for any reason anticipates or encounters difficulty in complying with the contract delivery schedule or in meeting any of the other requirements of the contract, it shall immediately notify the Contracting Officer in writing, with a copy to the cognizant Contract Administration Officer, if assigned, giving pertinent details. However, this data shall be considered informational only in character and receipt by the Government shall not be construed as a waiver by the Government of (a) any delivery schedule or date, or (b) compliance with any other contract requirement by the Contractor, or (c) any other rights or remedies provided to the Government by law or under this contract.

**H.6 SUBCONTRACTING PLAN**

In accordance with FAR 52.219-9, the Contractor's approved Small Business Subcontracting Plan is hereby included in and made part of this contract.

**H.7 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE**

All representations and certifications and other written statements made by the contractor in response to SECTION K of the solicitation or at the request of the Contracting Officer, incident to the award of the contract or modification of this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

**H.8 GOVERNMENT PRODUCTION AND RESEARCH PROPERTY**

If the offeror/contractor plans to use, in performing the work under this solicitation/contract, any items of Government property in the Offeror's/contractor's possession under a facilities contract or other agreement independent of this solicitation, the offeror shall so state in their proposal and identify (by contract number, Government agency, and contract administrator) the facilities it proposes to use. Moreover, the offeror shall request written concurrence to use each item of such Government property from the cognizant Contracting Officer.

**H-9 RESPONSIBILITY IN SUBCONTRACTING**

The contractor shall provide the technology processes, test procedures, data, drawings, and/or other information required to facilitate competition to the fullest extent feasible, and assure performance by selected subcontractors. The contractor will be fully responsible for assuring that all appropriate contractual provisions and clauses are passed down to its subcontractors, and that those provisions are enforced.

**H.10 SUBSTITUTION OF PERSONNEL**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

**H.10 SUBSTITUTION OF PERSONNEL (Cont'd)**

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

**H-11 CENTRAL CONTRACTOR REGISTRATION**

All offerors must ensure that they are registered in the Central Contractor Registration. This is mandatory for award of any Government contract. To register, go on-line to <http://ccr.edi.disa.mil>.

**H.12 NOTICE OF CONTRACTOR ADVISORS TO THE SOURCE SELECTION PANEL**

Offerors are advised that the Government may use the following contractor support:

MITRE CORPORATION  
2750 KILLARNEY DRIVE  
WOODBIDGE, VA 22192-4124

As source selection advisors (Contractors shall not rate proposals). With your proposal please provide offeror's consent for review of its proposal information by the above named contractor advisors. If offeror's consent is not provided, contractors will not review offeror's proposal data that is marked with the restrictive legend identified in FAR 52.215-12.

**H-13 Contract Performance in a Crisis Situation**

The Contractor shall provide contract support in a crisis situation as directed by the Procuring Contracting Officer (PCO). Such PCO direction will be via a written contract modification or will be reduced to a written modification immediately after verbal direction. This support shall be in accordance with the applicable DoD and USMC policies and procedures established for contractor support during crises in effect at the time of the occurrence. See paragraph H for definitions.

A. During a crisis situation, contractor personnel will be expected to deploy with units employing the subject equipment. All administrative aspects in preparation for the deployment will be executed in accordance with MCO P12304.1, the Contractor Engineering and Technical Services Personnel Manual, (CETS MAN).

H-13 Contract Performance in a Crisis Situation(Cont'd)

B. The Government will facilitate the establishment of required lines of communication to allow the Contractor to communicate with locations necessary to perform the requirements of this Statement of Work.

C. Per the CETS MAN, DOD Instruction 3020.37, Continuation of Essential DOD Contractor Services During Crises, and DOD Instruction 1000.1, Identity Cards Required by the Geneva Conventions, the Government will supply the Contractor with the appropriate and necessary credentials and status for performance of the contract in a crisis situation, to include consideration of applicable matters of international law and treaties. Contractor personnel in a crisis situation theater shall comply with the Conduct requirements of the CETS MAN and the cognizant Commander's regulations and orders pertaining to non-combatant personnel. The FSR shall report to the Contracting Officer's Representative (COR) or the PCO.

D. Contractor personnel will provide technical input and analysis for Government contingency plans when directed by the COR or PCO.

E. Contractor personnel deployed to a theater of operations are subject to the Uniform Code of Military Justice (UCMJ) when serving with or accompanying an armed force only "in time of war" as declared by Congress. Retired members of the military may be subjected to action under the UCMJ without a congressionally declared war. Contract Personnel may have administrative privileges suspended for disciplinary infractions or improper conduct.

F. Contractors shall request guidance from Government media operations center if and when they are approached by reporters seeking interviews or information on their participation in the mission/operation.

G. The Contractor shall take all necessary administrative actions required to prepare its personnel for a crisis situation deployment. Some examples of these actions are:

- Inform its employees of their responsibility to adhere to all guidance and orders issued by the theater commander, or his representative, regarding possession, use, safety and accountability of weapons.
- Assist its employees to obtain the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operation.
- Obtain all passports, visas, or other documents necessary to enter or exit any areas identified by the PCO.
- Assist its employees in obtaining security clearances applicable to the level required for performance in the theater of operations.
- Assist its employees in obtaining a complete physical evaluation equal to that similarly assigned government personnel must pass. Medical requirements shall be completed prior to arrival at the point of debarkation or prior to direct deployment with the unit.

H-13 Contract Performance in a Crisis Situation(Cont'd)

H. Definitions of Terms:

"Contractor Personnel" includes all agents, employees, and subcontractors of the prime contractor.

"Crisis Situation," per DOD Instruction 3020.37, means any emergency so declared by the National Command Authority or the overseas combatant commander, whether or no U.S. Armed Forces are involved, minimally encompassing civil unrest or insurrection, civil war, civil disorder, terrorism, hostilities build-up, wartime conditions, disasters, or international conflict presenting a serious threat to DoD interests.

I. To the extent the contractor is unable to obtain or retain the services of qualified personnel to perform in the crisis situation theater, the contract shall not be terminated for default. Every reasonable effort shall be made by the contractor to provide uninterrupted services of qualified personnel.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I-1 52.252-2 CONTRACT CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.arnet.gov/far>; <http://www.farsite.hill.af.mil>;  
<http://www.deskbook.osd.mil> (DFARS)

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)	
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-2	Security Requirements	AUG 1996
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.209-3	First Article Approval--Contractor Testing - Alternate I	SEP 1989
52.209-3	First Article Approval--Contract Testing (Sep 1989) - Alternate II	SEP 1989
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records - Negotiation	JUN 1999
52.215-8	Order of Precedence - Uniform Contract Format	OCT 1997
52.215-9	Changes or Additions to Make-or-Buy Program	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data - Modifications.	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	OCT 1997
52-216-18	Ordering	OCT 1995

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.216-19	Order Limitations	OCT 1995
52.216-22	Indefinite Quantity	OCT 1995
52.217-5	Evaluation of Options	JUL 1990
52.217-9	Option to Extend the Term of the Contract	MAR 2000
52.219-8	Utilization of Small Business Concerns	OCT 2000
52.219-9	Small Business Subcontracting Plan	JAN 2002
52.222-3	Convict Labor	Jun 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports for Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-3	Hazardous Material Identification and Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug Free Workplace	MAR 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-1	Authorization and Consent	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.227-9	Refund of Royalties	APR 1984
52.227-10	Filing of Patent Applications—Classified Subject Matter	APR 1984
52.227-11	Patent Rights—Retention by the Contractor (Short Form)	JUN 1997
52.227-12	Patent Rights—Retention by the Contractor (Long Form)	JAN 1997

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.227-16	Additional Data Requirements	JUN 1987
52.227-19	Commercial Computer Software- Restricted Rights	JUN 1987
52.227-23	Rights to Proposal Data (Technical)	JUN 1987
52.228-5	Insurance -- Work on a Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-6	Taxes--Foreign Fixed-Price Contracts	JUN 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation of Cost	APR 1984
52.232-18	Availability of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23	Assignment of Claims - Alternate I	APR 1984
52.232-25	Prompt Payment	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-3	Protest After Award - Alternate I	JUN 1985
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	DEC 1994
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-10	F.O.B. Origin--Government Bills Of Lading Or Prepaid Postage	APR 1984
52.242-12	Report of Shipment (REPSHIP)	JUN 2003
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification of Changes	APR 1984
	Para (b) fill in: ...within calendar days ...10 calendar days	
	Para (b) fill in: ...within calendar days ...30 calendar days	
52.244-2	Subcontracts	AUG 1998
52.244-2	Subcontracts - Alternate I	AUG 1998
52.244-5	Competition in Subcontracting.	DEC 1996
52.245-2	Government Property (Fixed Price Contracts)	JUN 2003
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	JUN 2003
52.245-17	Special Tooling	JUN 2003
52.245-18	Special Test Equipment	FEB 1993
52.245-19	Government Property Furnished "As Is"	APR 1984
52.246-25	Limitation Of Liability-Services	FEB 1997
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.248-1	Value Engineering	FEB 2000
52.248-1	Value Engineering - Alternate I	APR 1984
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991

**52.217-7 - Option for Increased Quantity-Separately Priced Line Item**  
**(Mar 1989)**

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within; CLIN 0032 within 30 days of the end of the 5<sup>th</sup> year of the contract; CLIN 0033 within 30 days of the end of the 6<sup>th</sup> year of the contract; CLIN 0034 thru 0050 within 30 days of the end of the 6<sup>th</sup> year of the contract; CLINs 0051 thru 0053 within 30 days of the end of the 1<sup>st</sup> year of the contract; CLINs 0055 thru 0058 within 30 days of the 2<sup>nd</sup> year of the contract; CLINs 0059 thru 0062 within 30 days of the end of the 3<sup>rd</sup> year of the contract; CLINs 0063 thru 0066 within 30 days of the end of the 4<sup>th</sup> year of the contract; CLINs 0067 thru 0070 within 30 days of the end of the 5<sup>th</sup> year of the contract; and CLINs 0071 thru 0074 within 30 days of the end of the 5<sup>th</sup> year of the contract . Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

**B. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display of DoD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7001	Commercial and Government Entity (CAGE) Code Reporting	AUG 1999
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision of Information to Cooperative Agreement Holders.	DEC 1991
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7002	Disclosure of Ownership or Control by a Foreign Government.	SEP 1994
252-209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	MAR 1998
252.211-7000	Acquisition Streamlining	DEC 1991
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts)	APR 1996
252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	APR 1993
252.225-7001	Buy American Act and Balance of Payments Program	APR 2003

**B. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
252.225-7002	Qualifying Country Sources as Subcontractors	APR 2003
252.225-7005	Identification of Expenditures in the United States	APR 2002
252.225-7011	Restriction on Acquisition of Supercomputers	APR 2003
252.225-7012	Preference for Certain Domestic Commodities.	FEB 2003
252.225-7014	Preference for Domestic Specialty Metals	APR 2003
252.225-7015	Preference for Domestic Hand or Measuring Tools	APR 2003
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.225-7041	Correspondence in English	JUN 1997
252.225-7042	Authorization to Perform	APR 2003
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States	JUN 1998
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7026	Deferred delivery of technical data or computer software	APR 1988
252.227-7027	Deferred ordering of technical data or computer software	APR 1988
252.227-7030	Technical Data--Withholding of Payment	MAR 2000

**B. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (48 CFR CHAPTER 2) CLAUSES**

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
252.225- 7032	Waiver of United Kingdom Levies.	APR 2003
252.227- 7036	Declaration of Technical Data Conformity	JAN 1997
252.227- 7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231- 7000	Supplemental Cost Principles	DEC 1991
252.232- 7004	DoD Progress Payment Rates.	OCT 2001
252.232- 7007	Limitation of Government's Obligation	AUG 1993
252.235- 7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235- 7011	Final Scientific or Technical Report	SEP 1999
252.239- 7000	Protection Against Compromising Emanations	DEC 1991
252.242- 7000	Postaward Conference	DEC 1991
252.242- 7003	Application for U.S. Government Shipping Documentation/Instructions	DEC 1991
252.242- 7004	Material Management And Accounting System	DEC 2000
252.243- 7001	Pricing Of Contract Modifications	DEC 1991
252.243- 7002	Requests for Equitable Adjustment	MAR 1998
252.244- 7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245- 7001	Reports of Government Property	MAY 1994
252.246- 7001	252.246-7001 Warranty of Data	DEC 1991
252.246- 7001	252.246-7001 Warranty of Data - Alternate II	DEC 1991
252.249- 7002	Notification of Anticipated Contract Termination or Reduction	DEC 1996

I-2 CLAUSES INCORPORATED BY FULL TEXT

52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989) and Alternate I (JAN 1997)

(a) The Contractor shall test one (1) units of Item 0001, 0002, 0003, and 0004 as specified in this contract. At least 30 calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within 300 calendar days from the date of this contract to COMMANDING GENERAL, CAPTAIN RAUL TORRES, PMM-122, MARINE CORPS SYSTEMS COMMAND, 2200 LESTER STREET, QUANTICO, VA 22134-4336 marked FIRST ARTICLE TEST REPORT: Contract No. \_\_\_\_\_, Lot//Item No. \_\_\_\_\_. Within 45 calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall repeat any or all first article tests. After each request for additional tests, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall then conduct the tests and deliver another report to the Government under the terms and conditions and within the time specified by the Government. The Government shall take action on this report within the time specified in paragraph (b) above. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule, or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article report on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, and if the approved first article is not consumed or destroyed in testing, the Contractor may deliver the approved first article as part of the contract quantity if it meets all contract requirements for acceptance.

(f) If the Government does not act within the time specified in paragraph (b) or (c) above, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

**52.209-3 FIRST ARTICLE APPROVAL--CONTRACTOR TESTING (SEP 1989) and Alternate I (JAN 1997) (Cont'd)**

(g) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(End of clause)

**Alternate I (Jan 1997)**

(i) The Contractor shall produce both the first article and the production quantity at the same facility.

Note: For the purpose of Clause 52.209-3, "contract" is considered to be the applicable option exercised.

**52.209-4 - FIRST ARTICLE APPROVAL GOVERNMENT TESTING (SEP 1989)**

(a) The Contractor shall deliver CLIN 0001 (0001AA (1 ea), 0001AB (1 ea), 0001AC (3 ea)), 0002 (7 ea), CLIN 0003 (11 ea), and CLIN 0004 (9 EA) unit(s) of Lot/Item 0001, 0002, 0003, and 0004 within 340 calendar days from the date of this contract to the Government at MCTSSA, Camp Pendleton, CA, JITC, Ft Huachuca, AZ : note the location for CONUS USMC location for OT&E is TBD for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 100 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government.

52.209-4 - FIRST ARTICLE APPROVAL GOVERNMENT TESTING (SEP 1989) (Cont'd)

The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraphs (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.  
(End of clause)

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

52.215-19 - NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall --

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2001)

(a) Definitions. As used in this clause--

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

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

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

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2001) (Cont'd)

(i) 52.219-8, Utilization of Small Business Concerns (Oct 200) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

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

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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

52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)

(a) (1) In accordance with paragraph (a) (2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997) (Cont'd)

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show--

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTSJ-1 - DOCUMENTS

	<u>TITLE</u>	<u>DATE</u>	<u>PAGES</u>
(1)	Transition Switch Module SOW	29 OCT 03	48
(2)	TMCR TSM-0-3 w/attachment	SEP 03	42
(3)	Transition Switch Module Performance Specification	29 OCT 03	72
(4)	Contract Security Classification Specification (DD Form 254-E)	15 MAY 03	6

J-2 - EXHIBITS - DD FORM 123 - Contract Data Requirement List

<u>EXHIBIT NUMBER</u>	<u>W/ATTACHMENTS</u>	<u>PAGES</u>
A		1
B		2
C		10
D		9
E		2
F		6
G		1
H		3
J		10
K		7
L		2
M		1
N		3
P		1
Q		11
R		1
S		4

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

**CLAUSES INCORPORATED BY FULL TEXT**

**52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a) (1) through (a) (3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a) (1) through (a) (3) above \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b) (2) (i) above have not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

(c) If the offeror deletes or modifies subparagraph (a) (2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11

CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE  
CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

**52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**

(a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998) (Cont'd)

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998) (Cont'd)

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

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 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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it [ ] is a women-owned business concern.

(End of provision)

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 three-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 evasion, 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 paragraph (a) (1) (i) (B) of this provision.

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,  
AND OTHER RESPONSIBILITY MATTERS (DEC 2001) (Cont'd)

(ii) The Offeror has\* has not\*, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(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 Maker 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)

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 following spaces 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)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(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, for general statistical purposes, that it \* is, \* is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) (Cont'd)

(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 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 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 HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, 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 representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names 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.

(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

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) (Cont'd)

(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," 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 veterans (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," 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, 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, HUBZone 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 section 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 --

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002) (Cont'd)

(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)

Alternate I (Apr 2002). As prescribed in 19.307(a)(2), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if 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.

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

**52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) (Cont'd)**

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

(End of provision)

**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)

**52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(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 sections 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: [Check each block that is applicable.]

\* (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

\* (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);

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000) (Cont'd)

\* (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

\* (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.  
(End of Provision)

52.227-6 ROYALTY INFORMATION (APR 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.  
(End of provision)

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 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.

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN  
2000 (Cont'd)

(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:

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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:

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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

**52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000) (Cont'd)**

(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 revised 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 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 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)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A  
TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j) (1) (A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j) (i) (A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

252.209-7001

CLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A  
TERRORIST COUNTRY (MAR 1998) (Cont'd)

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP  
1994)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994) (Cont'd)

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure  
(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity      Description of Interest, Ownership Percentage,  
and  
Controlled by a Foreign Government      and Identification of Foreign Government  
(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (APR 2003)

(a) Definitions. "Domestic end product," "qualifying country," "qualifying country end product," and "nonqualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (SEP 1999) (Cont'd)

(c) Certifications.

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c) (2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

(3) The Offeror certifies that the following end products are nonqualifying country end products:

Nonqualifying Country End Products

Line Item Number

Country of Origin  
(If known)

(End of provision)

252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE OF THE UNITED STATES (APR 2003)

(a) The offeror shall submit a Report of Contract Performance Outside the United States, with its offer, if-

(1) The offer exceeds \$10 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that-

252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE OF THE UNITED STATES (APR 2003) (Con't)

- (i) Exceeds \$500,000 in value; and
  - (ii) Could be performed inside the United States or Canada.
- (b) Information to be reported includes that for-
- (1) Subcontracts;
  - (2) Purchases; and
  - (3) Intracompany transfers when transfers originate in a foreign location.
- (c) The offeror shall submit the report using-
- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
  - (2) A computer-generated report that contains all information required by DD Form 2139.
- (d) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer.

(End of provision)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation-
- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
  - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995) (Cont'd)

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data Computer Software to be Furnished	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
With Restrictions*	(LIST)	(LIST)	(LIST)

\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995) (Cont'd)

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_  
Printed Name and Title \_\_\_\_\_  
Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(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:

\_\_\_\_ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_ (2) 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)

IDENTIFICATION OF FIRST-TIER SUBCONTRACTORS FOR PRE-AWARD CLEARANCE PURPOSES

(a) In order to comply with the pre-award clearance requirement of FAR 22.805(a), the bidder/offeror will identify any first-tier subcontractors proposed and estimated at \$10,000,000 or more, including name, address, telephone number, place or places of performance, and the estimated amount of the subcontract in the space provide below:

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(b) For the purposes of this clause, 'subcontract' means any agreement or arrangement between a contractor and any person (in which the parties do not stand in the relationship of any employer and employee), (1) for furnishing of supplies or services or for use of real or personal property, including lease arrangement, that in whole or in part is necessary to the performance of any one or more Government contracts or (2) under which any portion of the contractor's obligation under any one or more Government contracts is performed, undertaken, or assumed. "Subcontractor" means any person who holds, or has held a subcontract subject to EO 11246. The term "first-tier subcontractor" means a subcontractor holding a subcontract with a prime contractor.

(End of provision)

IDENTIFICATION OF FIRST-TIER SUBCONTRACTORS FOR PRE-AWARD CLEARANCE PURPOSES

(a) In order to comply with the pre-award clearance requirement of FAR 22.805(a), the bidder/offeror will identify any first-tier subcontractors proposed and estimated at \$10,000,000 or more, including name, address, telephone number, place or places of performance, and the estimated amount of the subcontract in the space provide below:

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(b) For the purposes of this clause, 'subcontract' means any agreement or arrangement between a contractor and any person (in which the parties do not stand in the relationship of any employer and employee), (1) for furnishing of supplies or services or for use of real or personal property, including lease arrangement, that in whole or in part is necessary to the performance of any one or more Government contracts or (2) under which any portion of the contractor's obligation under any one or more Government contracts is performed, undertaken, or assumed. "Subcontractor" means any person who holds, or has held a subcontract subject to EO 11246. The term "first-tier subcontractor" means a subcontractor holding a subcontract with a prime contractor.

(End of provision)

## SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

## SECTION L-1 - PROVISIONS INCORPORATED BY REFERENCE

<u>FAR SOURCE</u>	<u>TITLE AND DATE</u>	
52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	(OCT 2003)
52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION	(MAY 2001)
52.215-16	FACILITIES CAPITAL COST OF MONEY	(JUN 2003)
52.215-20	REQUIREMENTS FOR COST OR PRICING DATA OR	(OCT 1997)
Alt IV	INFORMATION OTHER THAN COST OR PRICING DATA	(OCT 1997)
	ALTERNATE IV (SEE PARAGRAPH L-5.2, PART II)	
52.222.24	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE REVIEW	(FEB 1999)
52.232-13	NOTICE OF PROGRESS PAYMENTS	(APR 1984)
<u>DFARS SOURCE</u>	<u>TITLE</u>	<u>DATE</u>
252.204-7001	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	(AUG 1999)
252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	(NOV 2001)

SECTION L-2 - PROVISIONS INCORPORATED IN FULL TEXT

**FAR 52.211-1 AVAILABILITY OF SPECIFICATIONS LISTED IN THE GSA INDEX OF FEDERAL SPECIFICATIONS, STANDARDS AND COMMERCIAL ITEM DESCRIPTIONS (AUG 1998)**

Availability of Specifications Listed in the GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29 (Aug 1998)

(a) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service  
Specifications Section, Suite 8100  
470 East L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925  
Facsimile (202) 619-8978.

(b) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (a) of this provision. Additional copies will be issued for a fee.

**FAR 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) (DEC 1999)**

Single copies of specifications cited in this solicitation may be obtained by submitting a written request to the supply point listed below. The request must contain the title of the specification, its number, date, applicable attachment(s), and the solicitation or contract number. A telephone order entry system is available with the use of a touch tone telephone. A Customer Number is required to use this system and may be obtained by written request to the address listed below or by telephone (215-697-2179). In case of urgency, telegraphic requests are acceptable. Voluntary standards, which are not available to offerors and contractors from Government sources, may be obtained from the organization responsible for their preparation, maintenance, or publication.

**FAR 52.211-2 AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) (DEC 1999) (Cont'd)**

Standardization Document  
Order Desk, Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094  
Facsimile No. (215) 697-2978  
Telephone Order Entry System (TOES) Numbers 215-697-1187  
through and including 215-697-1197

**FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract resulting from this solicitation with provision for firm-fixed-price and time and material type delivery orders.

**FAR 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:

Commanding General  
Marine Corps Systems Command  
Ira Patterson, Code PM122-02 IDP  
2200 Lester Street  
Quantico, VA 22134-6050

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

**FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

**FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**  
**(FEB 1998) (Cont'd)**

<http://www.arnet.gov/far>; <http://www.farsite.hill.af.mil>;  
<http://www.deskbook.osd.mil>

DFARS 252.211-7001 AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS, DATA ITEM DESCRIPTIONS NOT LISTED IN DOD 5010.12-L, AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS (DEC 1991)

Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation by submitting a request to:

Standardization Document  
Order Desk, Building 4, Section D  
700 Robbins Avenue  
Philadelphia, PA 19111-5094

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

**DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A**  
**TERRORIST COUNTRY (MAR 1998)**

Definitions. As used in this provision-

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means-

(a) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street Names," or some other method of holding securities that does not disclose the beneficial owner;

(b) Holding a management position in the firm, such as a director or officer;

DFARS 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A  
TERRORIST COUNTRY (MAR 1998) (Cont'd)

(c) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(d) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(e) Holding 50 percent or more of the indebtedness of a firm.

(4) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless the Secretary of Defense grants a waiver.

(5) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include-

(a) Identification of each government holding a significant interest; and

(b) A description of the significant interest held by each government.

**L-3 - PROPOSAL SUBMISSION**

**a. Introduction**

It is intended that the TSM requirements identified in this solicitation be procured through the selection of a single contractor. The Government intends to award an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract resulting from this solicitation with provision for firm-fixed-price and time and material type delivery orders to the successful offeror.

This section contains general instructions for submitting proposals for this effort.

b. General

(1) The proposal shall be complete and clear in all respects without the need for additional explanation or information. The proposal shall be in sufficient detail and scope to permit the Government to evaluate it with respect to the technical and cost/price factors specified under Section M of this solicitation.

(2) Offerors are cautioned against general, vague or unsubstantiated statements which prevent or render difficult the Government's evaluation of the proposal. Mere statements by the offeror that it understands a problem and/or can comply with the requirements, and statements paraphrasing the requirements or parts thereof, may be considered inadequate.

(3) Data, even though previously submitted or presumed known by the Government, cannot be considered as part of the Offeror's proposal unless submitted with and incorporated into the proposal.

(4) Any inconsistency, whether real or apparent, between projected performance and cost/price, should be explained in detail by the offeror. The burden of demonstrating technical merit and price/cost realism rests with the offeror.

(5) Proposals submitted for consideration for award shall address the full scope of the solicitation. Proposals that address only part of the solicitation will be considered unacceptable.

(6) A ceiling on the number of pages in the proposal has been imposed, as indicated in the sections below. All pages, or any other material, in excess of the maximum number of pages stated will not be evaluated.

(7) As prescribed by 52.215-1, the government may award on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

**L-4 - OFFEROR'S PROPOSAL REQUIREMENTS**

a. Contract Award

The Government intends to evaluate proposals and award a contract without discussions. Each Offeror's proposal should contain the Offeror's best cost, price, and technical position. The Government reserves the right to conduct discussions if it is later deemed necessary. Any offeror that is rated below "Acceptable" in any evaluation criteria will not be considered for contract award.

Contract Award (Cont'd)

Award will be to the responsive and responsible offeror whose proposal (conforming to the solicitation) represents the best value to the Government considering the areas of Technical, Past Performance, Management, and Cost. The Government may award to other than the lowest-priced offeror or to other than the offeror with the highest technical rating if the Contracting Officer determines that to do so would result in the best value to the Government.

**b. Proposal Submission**

Proposals shall consist of the following:

- 1) One signed and completed copy of the attached Standard Form 33 (SF 33) and continuation sheets signed by a person authorized to enter into the proposed contract on behalf of the offeror.
- 2) Written Release from prime contractor and each subcontractor to utilize advisory contractor personnel as listed under Section H.12 by a person authorized to enter such agreement on behalf of the offeror. These release statements should be located in proposal immediately following SF 33.
- 3) Nine (9) copies of an Executive Summary and Volumes I, II, III, IV, and V and two (2) copies of Volumes VI. Submit the proposals in separable parts as indicated in paragraph L-4 d.
- 4) One electronic copy of the full proposal (Executive Summary and Volumes I through VI) using a Microsoft Office for Windows suite of applications, submitted on 3-1/2 inch high-density, double sided diskettes or on CD-ROM, formatted for an IBM PC compatible computer. Cost breakdown will include MS Excel spreadsheets with formulae intact. Schedules will be in MS Project or compatible format. If the offeror provides electronically compressed files, the offeror shall include the software used to compress and expand the proposal files, to include documentation. Delivery of process flows may be in hard copy if not compatible with the above software.
- 5). Two copies of the Small and Disadvantaged Business Subcontracting Plan (FAR 52.219-9, Alternate II/Not counted against proposal page count limitations.)
- 6). The following notes apply to all hard copy proposal volumes submitted. Submit the proposals in separable parts following the proposal outline indicated in paragraph L.4.d.

b. Proposal Submission (Cont'd)

NOTE 1: The definition of a page is a single side of paper with text, drawings, data, or similar content. Pages shall be 8.5 by 11 inches in size except for foldouts. Text font shall be in Times New Roman 12 point. Font for tables, figures, and other graphics shall be no smaller than 8 point Arial. Foldouts count as two pages. Limit use of foldout pages to non-textual matter. Where a proposal requirement dictates information in Contract Data Requirements List (CDRL) format, that information will not count against maximum page limitations. Attempts to circumvent the intent of these limitations (condensed printing, oversize paper, extensive or unnecessary use of large foldouts, or other similar actions) may result in removal of such material from the proposal and its exclusion from the evaluation.

NOTE 2: Bind each proposal volume in three-ring binders. Individual sections should be removable and replaceable to the volumes. Each volume shall contain a title page, table of contents, and list of tables and figures for that volume. Include a Cross Reference Matrix showing the location where the evaluator should look in that volume for a discussion of a particular requirement (excluding cost information). Pages for this information will not count against volume page limitations. Use tab separators to separate required sections within a volume. Tab separators do not count against page count. Number all pages sequentially. Only material allocated to a specific section shall be in that section.

NOTE 3: Software. In accordance with DFARS 252.227-7019 (Validation of asserted restrictions-Computer Software - June 1995), the offeror shall identify in its proposal, to the extent feasible, any computer software that was developed at private expense, or that is anticipated for future development at private expense, and upon the use of which the Offeror desires to negotiate restrictions; for such items, the offeror shall state the nature of the proposed restrictions. Any restrictions on the Government's use or disclosure of computer software developed at private expense, and to be delivered under the contract shall be set forth in an agreement made part of the contract before delivery. If no such computer software is identified, all deliverable computer software will be subject to unlimited rights.

c. Proposal Submission Location, Time, and Date

Sealed offers for the supplies/services to be provided shall be delivered to the address below by 1600 (4:00 PM EST) on 26 November 2003. Offeror's shall prominently mark all containers used for delivery of proposals with the following statement:

"REQUEST FOR PROPOSAL - SOLICITATION M67854-03-R-7041"

For FEDEX, Hand-Carry, UPS, etc:

Commanding General  
Marine Corps Systems Command  
Materiel Management  
2201A Willis Street  
Quantico, VA 22134-6050  
Attn: Mr. Ira Patterson  
(703) 432-4336

For US Postal Service:

Commanding General  
Marine Corps Systems Command  
2200 Lester Street  
Quantico, VA 22134-6050  
Attn: Mr. Ira Patterson  
(703) 432-4336

d. Proposal Outline

All proposals shall conform to the following outline. Proposals not following this format will be considered unacceptable. Confine all information pertaining to each indicated topic to the appropriate volume and section. Bind each volume separately. Paragraph e. below indicates specific topics for inclusion in each volume.

e. Proposal Topics and Page Limitations

Proposal volumes shall not exceed the following page limits:

Volume	Title	Max Pages
	<b>Executive Summary</b>	<b>N/A</b>
<b>I</b>	Model Contract - Sections A through K	<b>N/A</b>
<b>II</b>	<b>Exceptions, Deviations, And Waivers</b>	<b>N/A</b>
<b>III</b>	<b>Technical (page count distributed among volume subsections as follows:)</b>	<b>75</b>
	Part A: Technical Approach	
	Part B: Integrated Logistics Support	
	Part C: Software Program Planning	
<b>IV</b>	<b>Program Management (page count distribution among subsections as desired by the offeror).</b>	<b>100</b>
	Part A: Integrated Master Plan	
	Part B: Integrated Master Schedule	
	Part C: Personnel	
	Part D: Teaming Arrangements	
	Part E: Business Practices	
<b>V</b>	Past Performance	<b>20</b>
	Part A: Relevant Experience	20
<b>VI</b>	<b>Cost/Price</b>	<b>N/A</b>

- 1) Length. Each part should be as brief as possible consistent with complete submission.
- 2) Deviations from Requested Format. Offerors shall provide an explanation in a clearly understandable format, such as a matrix, of any difference between the manner of the proposal request and the manner actually submitted.
- 3) The offeror is responsible for including sufficient details to permit a complete and accurate evaluation of the proposal.

f. Proposal Content

The Government shall strictly adhere to the evaluation criteria contained in Section M of this solicitation. Offerors are responsible for generating their best proposal efforts. Ensure each section of the proposal adequately contains all the information necessary for evaluation. Proposal volumes should, as a minimum, address the following information:

1) EXECUTIVE SUMMARY

Offerors shall provide a top-level summary of the entire proposal in an Executive Summary. Include a Requirements Cross Reference Matrix referencing the requirements of Sections L, the SOW and Performance Specification with the proposal volume and paragraph number where detailed information is available.

2) VOLUME I. MODEL CONTRACT

There is no page limit for this part. The Offeror shall agree to the terms and conditions of the model contract for this solicitation; RFP sections A-K, including all documents, exhibits, and attachments. The submission of these items in accordance with the instructions will, upon acceptance by the Government, contractually bind the Government and the Contractor to the terms and conditions of the model contract.

This volume shall include a completed, signed original copy of the entire solicitation (Sections A-K) and all amendments thereto, with all appropriate "fill-ins" completed. On the first page of this volume, the offeror shall certify that the proposal has been prepared completely, consistent with the terms and conditions of the solicitation. However, if exceptions are taken, they shall be clearly set forth and explained in Volume II as follows:

3) VOLUME II. EXCEPTIONS, DEVIATIONS, AND WAIVERS

**General.** This volume must include a certification that it contains all exceptions, deviations, and waivers that the offeror takes from the provisions of the RFP and its applicable documents. An exception is where an offeror states it will not comply with a requirement, usually involving contract terms and conditions. A deviation is where an offeror states it will not comply with a requirement but proposes an alternative to meet the intent of the requirement, usually involving a specification. A waiver is where an offeror requests authorization for the Government to accept an item that will depart from specified requirements, but would nevertheless be considered suitable.

**Note:** Exceptions, deviations, and requests for waivers may cause proposals to be considered unacceptable.

**Description.** Provide a detailed description of each exception, deviation or request for waiver. Indicate the offeror's difficulty with the applicable requirement and the offeror's proposed solution. Specifically identify the portion of the RFP and the offeror's proposal that are affected.

4) VOLUME III. TECHNICAL

Volume III shall contain the following proposal information. Include a Requirements Cross-Reference Matrix showing the proposal paragraph number where an evaluator will find the detailed discussion of a particular requirement. Indicate and fully explain any exceptions to Government requirements in this volume.

This section shall be limited to 75-pages. This part shall concisely demonstrate the offeror's ability to comply with TSM Program requirements.

Volume III. Part A. Technical Approach

This section shall demonstrate in detail the offerors design to fulfill the requirements depicted in the Performance Specification.

The offeror shall provide a proposed design/rack layout (scale drawing of the proposed solution) and address the following items at a minimum:

Human Factors  
Component Matrix including:  
Vendor  
Model  
Configuration/Circuit Card Mix  
Software Version  
Long Lead Items  
System Weight/Center of Gravity estimate  
Thermal Analysis/Ventilation Plan  
Testing Approach  
List of Proposed Spares

Volume III. Part B. Integrated Logistics Support

The offeror shall address the following ILS elements in detail:

Training Strategy (SOW 3.13) - The offeror shall demonstrate specifically how it intends to provide manpower, personnel and training program as an element of the overall Integrated Logistics Support program. The offeror shall demonstrate how its training approach supports the operation and maintenance concepts of the systems including initial fielding and subsequent to the warranty period.

Contractor Interim Support Services (SOW 4.0)- The offeror shall demonstrate the Interim Support Package and how it plans to support the fielded systems with spare parts through the life of the contract to meet the system reliability and maintainability requirements defined in the TSM SOW/Performance Specification.

**Volume III. Part B. Integrated Logistics Support (Cont'd)**

Configuration Management (CM) Program (SOW 3.6) - The offeror shall provide a summary of the CM Program which describes the CM process and demonstrates an understanding and ability to satisfy all CM objectives of the program.

Warranty Performance (SOW 3.8.4) - The offeror shall demonstrate its warranty administration procedures, to include how it resolves warranty claims. The offeror shall demonstrate the steps necessary to initiate a claim, and the "turn around" time for repairs made under warranty.

Technical Publications (SOW 3.11) - The offeror shall demonstrate its ability to meet the requirements for development of Technical Manuals (SOW 3.8.3), to include a listing of any previous experience of a similar nature.

Hazardous Materials Management Program (HMMP) (SOW 3.5.3) - The offeror shall provide a summary of its HMMP and identify any potential issues and recommended resolution.

Reliability and Maintainability Program (SOW 3.4.4) - The offeror shall demonstrate its Reliability and Maintainability program, including any commercially available reliability/maintainability predictions.

The offeror shall demonstrate and explain any "value-added" elements that will be incorporated into this aspect of the program to improve supportability and reduce life-cycle cost. Volume IV, Part E shall also reflect any required elements set forth in the product supportability strategy.

**Volume III. Part C. Software Program Planning**

The offeror shall provide a summary of its software program plan that will address the planning activities, execution and control, and review and evaluation for each of the following areas:

Software program planning strategy  
Software architecture and design strategy  
Software test approach (SOW 3.15.1.2)  
Software transition strategy (3.15.2)

The offerors software program planning shall demonstrate the overall software acquisition management procedures necessary to achieve an effective software development/maintenance program. The offerors software plan shall include its plan for the integration of GOTS/COTS software, version control, configuration management and software testing. The offeror shall describe the processes and the timelines to transition software support from the offeror to the Government.

**5) VOLUME IV. PROGRAM MANAGEMENT**

Volume IV shall contain the following proposal information. Include a Requirements Cross-Reference Matrix showing the proposal paragraph number where an evaluator will find the detailed discussion of a particular requirement. Indicate and fully explain any exceptions to Government requirements in this volume.

**Volume IV. Part A. Integrated Master Plan (IMP).**

(1). The IMP is the cornerstone of the performance-oriented business approach for implementation on this contract. The IMP should describe the offeror's overall management approach for completing the TSM requirements by providing an affordable system that meets all performance requirements. The IMP should provide details for planning, establishing, and implementing all processes the offeror intends to use managing the program. This includes program and technical management; software and hardware development; logistics supportability; configuration and data management; reliability and maintainability (R&M); product assurance; verification; safety; environmental; human factors; production preparation and readiness; packaging; training; software maintenance support; and interim contractor support.

(2). The IMP should clearly and concisely describe plans for conducting the TSM program, controlling and accomplishing each effort, and managing cost and schedule risk. The IMP should define and describe the integration of all the diverse functions, tasks, and events that must be successfully completed. Accordingly, IMP shall include a Work Breakdown Structure (WBS) to at least a Level 3. The IMP must identify essential system engineering tasks, their interrelationships with program milestones, and the specific entry and exit criteria to be used to track and measure successful task completion. The IMP must provide top- to-bottom traceability from TSM performance specification requirements through the Statement of Work (SOW) activities to Level 3 of the offeror-proposed WBS.

(3) The IMP must serve as the basis for the Integrated Master Schedule (IMS). The IMP should contain proposed milestones/events, major events, essential tasks, and significant accomplishments for each milestone/event, entrance and exit criteria for each task, and an event oriented time-line tied directly to the IMS. The IMP must provide adequate details to show the interrelationships of milestones and task schedules. Exit criteria for each major event must match the significant accomplishments identified and expected for that event.

**Volume IV. Part A. Integrated Master Plan (IMP). (Cont'd)**

(4) As part of the IMP, the offeror must clearly portray the organizational structure and show how this organization will support the TSM program. The IMP must clearly define the relationship between the program and the overall corporate structure, the reporting responsibilities, lines of authority, the role of upper and functional (matrix) management, the role of subcontractors decision making authority, and the communication processes. The IMP should include a staffing plan (curve) showing the personnel build-up to meet the development schedule. The IMP should describe the relationship between the development organization and the future production organization, and show the offeror's approach to organizing for production. The IMP should describe the relationship between the program organization and subcontractors, to include the integration of specialty engineering activities.

**Volume IV. Part B. Integrated Master Schedule (IMS).**

(1) The IMS is an integral part of the IMP. It represents the proposed resources necessary to the success of the offeror's proposal. All schedule information must be consistent with the milestones and events described in the IMP. Offerors shall define each item in the IMS in the offeror's proposal, and the IMS should reflect all appropriate tasks in the proposal, to include the completed proposed delivery schedule for the production options. The offeror should index the activities and milestones in the IMS to the contractor-proposed WBS and proposal paragraphs whenever possible.

(2) Provide the IMS in a Gantt (or similar presentation format) chart for all activities to WBS Level 3 for the basic contract and options, using contract award as the start date. The IMS should provide, at a minimum, task numbers, task names, duration, predecessor tasks, a start date, and a finish date for all activities, events and milestones identified in the IMP. The IMS must clearly illustrate the interdependencies of all activities, events and milestones. The IMS must define the program critical path for the period of performance of this contract and provide a supporting narrative that explains the critical path and any unusual program aspects. Finally, the offeror must provide the ground rules and assumptions used in estimating the task duration shown in the IMS.

**Volume IV. Part C. Personnel.**

(1) Describe the offeror's program organization structure.

(2) Describe the offeror's programs and processes to hire and retain qualified staff and resolve personnel resource conflicts with other contracts. Identify key skills necessary to the performance of the contract and characterize the availability and location of these skills, current and anticipated. The offeror shall demonstrate the availability of Key Personnel (in accordance with SOW paragraph 3.1.3.2) from contract award through the successful completion of all First Article Tests.

**Volume IV. Part C. Personnel (Cont'd)**

(3) Provide a personnel-staffing plan that depicts staffing levels and requisite skills through the term of the contract.

(4) Provide the qualification requirements by key position in the offeror's organization and for subcontractors expected to make a major contribution to this effort. Identify any key individual personnel assignments to this contract, and provide copies of any key personnel agreements for this contract. Identify the role and authority of the Program Manager. Provide resumes for key personnel as identified in the SOW paragraph 3.1.3.2. Resumes shall include the following:

Professional Experience (i.e. years of experience, level of responsibility, accomplishments) Education (degree and appropriateness to this work effort)

**Volume IV. Part D. Teaming Arrangements.**

(1) Subcontractor Selection. Offerors shall outline why they entered a particular teaming arrangement or selected (or will select) a particular subcontractor to perform significant effort on this program. "Significant" means an estimated dollar amount of the subcontract of \$1,000,000 or more or some technical criticality of the subcontracted work to the whole. Relate these selections to their beneficial contribution to the program. Describe business arrangements and show direct lines of authority. Tie team member or subcontracted effort to a task directly referenced to a statement of work or particular work breakdown structure element. Define each of these interdivisional transfer or subcontracted efforts as a percentage of the total program effort.

Small Business and Small Disadvantaged Business Subcontracting Plan. Provide a program Small Business and Small Disadvantaged Business Subcontracting Plan to meet or exceed the subcontracting goal requirements for Small and Small Disadvantaged Business (Public Law 100-180, FAR 52.219-9, and DFARS 252.219-7003). Small Business concerns are not required to submit a subcontracting business plan per FAR 19.702(b).

**Volume IV. Part E. Business Practices.**

Relate the offeror's business practices in the following areas of interest to specific technical and business requirements in the specification and statement of work, discuss how these practices will reduce risk and support program objectives:

1. Integrated Product and Process Development/Integrated Product Teams - Discuss the location and authority relationships among program management, technical, business, and other functional elements within the corporate structure, and those anticipated between industry and the Government.
2. Systems and Design Engineering - Discuss specific processes and methodologies the offeror intends to use in designing for function, operational capability, performance, reliability and maintainability, affordability, producibility, testability, technical process control, supportability, modularity, portability, human systems integration, electromagnetic compatibility, safety, environment compatibility, and disposability. Provide specific proven examples of technical performance metrics the offeror routinely uses to manage risk for these factors.
3. Contractor (Team) Quality Program - Describe how quality control is maintained during Design, Engineering, Research and Development, Test and Evaluation, Production, etc., for both hardware and software.
4. Configuration (CM) and data management - Explain the approach and methods to identify, control, audit, and track the status of prime and subcontractor hardware and software configurations, resulting in delivery of the comprehensive system and component performance specifications. Discuss how the offeror envisions CM accomplishment with the offeror having control over the product baseline after completion of development, especially the effect on availability of spare and repair parts for fielded systems. Discuss issues involved and the offeror's approach to an integrated digital (electronic) environment.

**VOLUME V. PAST PERFORMANCE**

Volume V shall contain the following proposal information.

**Volume V. Part A. Relevant Experience.**

Provide a description of all the offeror's relevant federal, state, and local Government and private prime and major subcontract efforts (\$1,000,000 or more) received within the past three (3) years. To be considered relevant, efforts should reflect having the same or similar complexity and relevancy to the effort required by this solicitation. The offeror shall include any corporate subsidiaries or other divisions as well as any other major subcontractors involved in this effort. "Relevance" is defined as systems or engineering development or production contracts responsible for integration efforts involving effort of a similar nature and complexity to that required by this solicitation. Offerors shall provide the same information for each team member or major subcontractor anticipated to be associated with the offeror on this proposal. Offerors with no relevant past performance on Government contracts may submit similar information required by this paragraph on any relevant commercial effort as best they can articulate. Submit this information in the following format.

- (1) Offeror's (or major subcontractor's) CAGE and contractor establishment code (CEC) numbers.
- (2) Government contracting activity, address, and telephone number.
- (3) Procuring Contacting Officer's name, telephone number, and FAX number.
- (4) Government or commercial contracting activity technical representative or contracting officer representative (COR), telephone number, and FAX number.
- (5) Government contract administration activity and the name, telephone number, and FAX number of the administrative contracting officer (ACO) and the Chief of Program and Technical support.
- (6) Contract number
- (7) Program title
- (8) Contractor/subcontractor place of performance
- (9) Contract type

Volume V. Part A. Relevant Experience. (Cont'd)

(10) Period of performance

(11) Awarded contract price

(12) Final or projected price or cost

(13) Original delivery date

(14) Final or projected delivery date

(15) Program description and relevancy. For each instance of past performance, provide a description of the effort, highlighting similarities and differences between that experience and the effort required under this solicitation.

(16) Technical Performance. Describe how well the product or system was compliant with contract requirements. Highlight and explain any deviations from the system performance requirements and the actions performed to mitigate and resolve these differences. Describe the timeliness and completeness of deliverables under that contract to the original product performance requirements. Identify and explain any cure notices received.

(17) Schedule and Cost Performance. Provide a narrative of the objectives achieved and any cost growth or schedule delays encountered. For any Government contracts that did not meet original requirements with regard to schedule and cost performance, provide a brief explanation for such shortcomings and any demonstrated corrective actions taken to avoid recurrence. Explain those processes now in place to prevent past problems and ensure such problems do not affect future performance on this proposed contract. Identify and explain any cure notices received as a result of schedule or cost performance.

(18) Provide the above required information for any and all terminated Government contracts with the offeror, in whole or in part, for any reason during the past three (3) years. Include those efforts currently in the process of such termination as well as those that are not similar to the proposed effort.

(19) Provide a statement as to whether any claims or Requests for Equitable Adjustment (REA) against the Government have been made relating to the contract.

Volume V. Part A. Relevant Experience. (Cont'd)

(20) New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, offerors shall discuss in detail the role performed by such persons in the prior contracts.

(21) Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss that subcontractor's past performance evaluation with the offeror's during negotiations (Note: Written permission from subcontractors is excluded from the page count).

(22) Offerors should identify other directly pertinent past history which indicates efforts of the same or similar complexity have been performed using the offeror's existing plant capabilities and demonstrate satisfaction of customer requirements.

Note: The Government reminds offerors it may evaluate offeror past performance from both independent data and data provided by offerors in their proposals. Since the Government may not necessarily interview all of the sources provided by the offerors, it is incumbent upon offerors to explain the relevance of the data provided. The Government does not assume the duty to search for data to cure problems it finds in proposals. The burden of providing thorough and complete past performance information remains with the offerors. Proposals that do not contain the information requested by this paragraph, risk rejection or receiving a high risk rating during evaluation.

Past performance is used as an indicator of the capability of the offeror to provide consistent quality of technical and management elements to the TSM program. The offeror should provide demonstrated examples of previous work accomplished, establishing the basis for their approach and ability to manage performance risk.

**IN THE CASE OF AN OFFEROR WITHOUT A RECORD OF RELEVANT PAST PERFORMANCE OR FOR WHOM INFORMATION ON PAST PERFORMANCE IS NOT AVAILABLE, THE OFFEROR WILL NOT BE EVALUATED FAVORABLY OR UNFAVORABLY ON PAST PERFORMANCE.**

VOLUME VI. COST/PRICE

(1) Cost/Price Inconsistencies. The Government assumes a proposal represents the offeror's best efforts to respond to the solicitation. Any inconsistency, whether real or apparent, between promised performance and price, should be explained in the proposal. Any significant inconsistencies, if unexplained, raise a fundamental issue of the offeror's understanding of the nature and scope of work required and financial ability to perform the contract. This may result in the proposal being determined to be unacceptable.

(2) The offeror shall ensure that rates and factors as well as the estimating methodologies used are consistent.

(3) All costs shall be provided in then-year dollars.

(4) Offers submitted on a basis other than f.o.b. destination shall be rejected as non-responsive.

**Volume VI shall contain the following proposal information:**

The Price Proposal shall include two copies of a completed, signed original copy of the entire solicitation (Sections A through K), with all appropriate "Fill-ins" completed. On the first page of this volume, the offeror shall certify that the proposal preparation is consistent with the terms and conditions of the solicitation.

Items 0001, 0002, 0003, 0004,0005 thru 0027, and OPTION ITEMS 0034 thru 0050, (if exercised) shall be proposed on a FFP basis.

**VOLUME VI. COST/PRICE (Cont'd)**

Items 0028 thru 0031 and OPTION ITEM(s) 0032 and 0033 (if options are exercised) shall include firm fixed prices for each category of labor proposed under these CLINs by the offeror. The mix of labor will be determined upon issuance of the individual delivery order under this CLIN. For evaluation purposes, the Government will assume a labor mix as follows: 20% high grade; 60% mid grade; and, 20% low grade.

(3) Rates and Factors. The offeror shall provide rates and factors and the estimating methodologies used.

(4) Instruction Assistance. The following instruction should assist the offeror in developing and documenting adequate support for the cost/price proposal. These instructions are not all-inclusive. The responsibility for providing cost/price documentation rests with the offeror. The Cost/Price Volume shall contain, as a minimum, the following:

a. Hourly Labor Estimates. Include hourly labor estimates for each individual WBS traceable to the cost/price format for the prime contractor, subcontractor effort and interdivisional transfers. Hours shall be separable between prime, subcontract, and interdivisional transfer effort. Define the man-hours in a man-year. Submit the hourly estimates as a separable attachment to Volume VI. Do not provide cost data with these hourly cost estimates.

b. Labor Hours Profiles. Submit labor hour profiles that show the total proposed labor hours and labor rates by skill category to WBS Level 3. Submit the labor hour profiles as a separable attachment to Volume VI. Do not provide cost data with these hourly cost estimates.

c. Labor Rates. The offeror shall use Forward Pricing Rate Agreements (FPRA), if available, in pricing the cost/price proposal. The offeror shall identify whether the labor rates proposed are FPRA, Administrative Contracting Officer (ACO)/Defense Contract Audit Agency (DCAA) recommended rates, or offeror proposed rates.

d. Escalation. Identify the source of the escalation factors used along with the publication date and indices, if applicable. Explain the indices used and the method of rate application. Contractor format is acceptable.

Volume VI (Cont'd):

e. Data. For evaluation purposes only, the offeror shall identify the proposed price for each CDRL item. If proposed CDRLs are generated in the normal course of the offeror's work, and there is no significant effort associated with the delivery of the CDRL to the Government, these CDRLs may be proposed as "Not Separately Priced."

(5) It is anticipated that the New Equipment Training (NET), Operational Test & Evaluation (OT&E) Training and Instructor and Key Personnel (IKP) Training (SLIN 0025AA through SLIN0025AD) will be awarded as Firm Fixed Price delivery orders.

(6) The Government intends to perform price analysis in accordance with FAR 15.404-1 (2) (i).

**L-5 - PREPROPOSAL CONFERENCE**

A pre-proposal conference will be held 28 October 2003, commencing at 0800 hours at the MCCDC Auditorium, Quantico, VA. The purpose of the conference is to exchange information that may improve the understanding of the TSM requirement and industry capabilities, thereby assisting potential offerors in determining if or how they can satisfy the Government's requirements, enhance the Government's ability to obtain quality supplies and services, and increase efficiency in proposal preparation, proposal evaluation.

Offerors shall submit any and all questions regarding this solicitation in writing on or before 20 October 2003. A response to all questions will be provided at the pre-proposal conference and by amendment to the solicitation. These questions may be emailed to [pattersonid@mcsc.usmc.mil](mailto:pattersonid@mcsc.usmc.mil) or faxed to (703) 432-3552, with a hard copy to follow via US Mail.

Sealed proposals shall be hand carried or express mailed to the address listed in Section L.4.c. by 1600 (4:00pm EST) on 26 November 2003.

Information will continue to be posted to the Internet site at [http://www.marcorsyscom.usmc.mil/mcssectq/mcwl\\_svcs.htm](http://www.marcorsyscom.usmc.mil/mcssectq/mcwl_svcs.htm)

**SECTION M - EVALUATION FACTORS FOR AWARD**

**M-1 BASIS FOR AWARD**

**a. Evaluation Summary**

The Government will evaluate each offeror's proposal and use the results in the contracting source selection decision. The source selection process will determine the overall merits of each proposal in terms of its potential to best satisfy the needs of the Government.

**b. Award**

The Government intends to evaluate proposals and award a contract without discussions. Each Offeror's proposal should contain the Offeror's best cost, price, and technical position. The Government reserves the right to conduct discussions if it is later deemed necessary. Any offeror that is rated below "Acceptable" in any evaluation criteria will not be considered for contract award.

Award will be to the responsive and responsible offeror whose proposal (conforming to the solicitation) represents the best value to the Government considering the areas of Technical, Past Performance, Management, and Price. The Government may award to other than the lowest-priced offeror or to other than the offeror with the highest technical rating if the Contracting Officer determines that to do so would result in the best value to the Government. The Government intends to award a single (1) contract for the TSM program.

- \* Whose proposal is technically acceptable;
- \* Whose offer is deemed responsive to the solicitation requirements;
- \* Whose overall offer represents "Best Value" to the Government.

In making its "Best Value" determination, the Government will consider overall technical merit to be of significantly greater importance than evaluated price. However, the importance of cost as a factor in the final determination will increase with the degree of equality in the overall technical merit of the proposals.

**M-2 EVALUATION PROCESS**

Following the receipt of proposals, an initial evaluation will be conducted by the Source Selection Evaluation Board (SSEB). Should an award on "initial offer" not be pursued, the government will establish a "competitive range" and notify all offerors of their inclusion or exclusion. Discussions will be held with those offerors in the competitive range for the purpose of clarifying submissions or correcting deficiencies.

**M-2 EVALUATION PROCESS (Cont'd)**

Offerors eliminated from the competitive range will be promptly notified in writing in accordance with FAR 15.503. Following the conclusion of these activities, Final Proposal Revisions will be requested. Final evaluation will be conducted and award made based upon the criteria set forth in paragraph M-3, Specific Evaluation Criteria.

The Government will evaluate each of the areas and factors identified in M-3 below (except price) in two ways: 1) a proposal rating, and 2) a narrative proposal risk assessment. The proposal rating depicts how well the offeror's proposal meets the evaluation standards and the solicitation requirements. Proposal risk assesses the risk associated with the offeror's proposed approach as it relates to accomplishing the requirements of this solicitation. Paragraph M-3.4 describes the Government methodology for evaluating price.

**a. Proposal Evaluation Ratings**

The Government shall use the following proposal evaluation ratings:

DESCRIPTION	DEFINITION
Excellent	Exceeds specified requirements and has many significant strengths, no significant weaknesses or risks and offers a distinct benefit to the Government.
Acceptable	Meets specified requirements and has: Few significant strengths and few significant weaknesses or risks; OR No significant strengths and no significant weaknesses or risks.
Marginal	Meets specified requirements and has: No significant strengths and few significant weaknesses or significant risks, OR Many significant strengths and many significant weaknesses or significant risks.
Unacceptable	Fails to meet stated requirements.

The Government will use the following risk adjectives. The Government assigns a subjective proposal risk to risks associated with the offeror's proposed effort in relationship to accomplishing the requirements of this solicitation. Evaluators make an independent judgment of the probability of success, the impact of failure; taking into account the offeror's risk mitigation approaches. The Government will use the following proposal risk definitions when assessing proposal risk.

## a. Proposal Evaluation Ratings (Cont'd)

RISK	DEFINITION
<b>LOW</b>	Little potential for schedule disruption, increased cost, or impact on specified performance.  Normal contractor effort and routine Government monitoring will likely address difficulties.
<b>Moderate</b>	Some potential for schedule disruption, increased cost, or degradation to specified performance.  Special contractor effort and close Government monitoring will probably overcome difficulties.
<b>High</b>	Serious potential for significant schedule disruption, increased cost, or degradation to specified performance.  Extraordinary contractor effort and intense Government monitoring may not guarantee problem resolution.

*The combinations of strengths, weaknesses, and risks that could generate a particular rating, based on the definitions given are shown below in the Rating Conceptual Matrix.*

## Rating Conceptual Matrix

WEAKNESS & RISK/STRENGTHS	MANY SIGNIFICANT STRENGTHS	FEW SIGNIFICANT STRENGTHS	NO SIGNIFICANT STRENGTHS
No Significant Weaknesses or Risks	Excellent	Acceptable	Acceptable
Few Significant Weaknesses or Risks	Acceptable	Acceptable	Marginal
Many Significant Weakness or Risks	Marginal	Marginal	Marginal

Offerors whose proposal fails to meet the requirements of the RFP will be determined to be Unacceptable.

**M-3 SPECIFIC EVALUATION CRITERIA**

Relative Importance of Evaluation Criteria. Technical factors are more important than the management factors which are more important than past performance. While the price to the Government is a substantial area to be taken into consideration in the integrated assessment of offers, the non-cost factors, collectively, are of significantly greater importance. Therefore, the Government may award to other than lowest price, acceptable offer(s) if it is determined that the superior capability is worth the additional price. However, the Government will not make an award at a significantly higher price to achieve only slightly superior performance capability.

The Government will evaluate each offeror's proposal in the following areas:

T      Technical  
M      Management  
P      Past Performance  
C/P    Cost/Price

**Exceptions, Deviations, and Waivers**

An exception is where an offeror objects to a requirement and will not comply with that requirement. A deviation is where an offeror states it will not comply with a requirement but proposes an alternative to meet the intent of the requirement, usually involving a specification. A waiver is where an offeror requests authorization for the Government to accept an item that will depart from specified requirements, but would nevertheless be considered suitable. Exceptions, deviations, and requests for waivers may cause proposals to be considered unacceptable.

**M-3.1 TECHNICAL AREA**

There are three factors in the Technical area:

T.1    Technical Approach  
T.2    Integrated Logistics Support  
T.3    Software Program Planning

Factor T.1 is as important as T.2. These are more important than T.3.

**M-3.1.a. Factor T.1 - Technical Approach**

The offeror will identify and express how it intends to execute the Government's requirements as defined in the TSM Performance Specification (PS). Threshold (minimum) requirements are identified in the PS, as well the Government's objective requirements. The offeror shall describe how many of those objective requirements it intends to meet (if any).

"Meet requirements" reflects the offeror's identification of, assent to, and expression of how the Government's minimum requirements, and (as applicable) objective requirements, will be accomplished. Minimum requirements reflect the offeror's identification of and assent to the Government's minimum performance requirements, including levels of service. "Objectives" reflect the offeror's identification of and commitment to exceed the Government's minimum requirements, up to the levels identified by the Government, for which the Government may view offeror's commitment as potentially providing extra value to the Government. These commitments toward the Government's goals will form the basis of performance measurement should offeror be awarded the contract, and offeror's total proposal, including organization, manning and quality assurance process, must reflect its ability to achieve the objectives to which it commits.

An evaluation will be performed on each proposal based on the factors listed below.

Design/Rack Layout - The offerors proposal demonstrates an appropriate and realistic design and rack layout:

Placement of equipment

Consideration of human factors

Ease of access to equipment for configuration and maintenance

Component selection (i.e. no obvious interoperability issues, modularity, upgradability and commonality to TDN/DTC/JECCS)

Appropriateness of circuit card mix/configuration for Marine Corps communications architecture

Realistic long lead item list

Realistic estimate of weight and center of gravity

Realistic thermal analysis and ventilation plan

Thorough and incremental testing approach

Proposed spares to support the maintenance concept and spares requirements set forth in the SOW

**M-3.1.a. Factor T.1 - Technical Approach (Cont'd)**

NOTE 1: Innovative approaches, which meet or exceed the system requirements, will receive a higher score.

NOTE 2: COTS/GOTS modification. Excessive modification without justification will result in a lower score.

NOTE 3: Marine Corps Common Hardware Suite (MCHS) - The offeror's design shall use processors found on the MCHS. Compelling technical argument for the selection of alternate processors must be provided.

**M-3.1.b. Factor T.2 - Integrated Logistic Support**

The Government will evaluate the offeror's approach in addressing Integrated Logistics Support elements. As a minimum, the offer's training strategy, contractor interim support services, configuration management, warranty performance, technical publications, hazardous materials management program, and reliability and maintainability will be considered. The offeror will identify and express how it intends to execute the Government's requirements as defined in the TSM Statement of Work (SOW). An evaluation will be performed on each proposal based on the factors listed below.

Training Strategy - Offeror demonstrates an approach that is well defined and demonstrates an understanding of the integrated nature of the manpower, personnel and training tasks as defined in the SOW. Offeror's training strategy and recommended training device configuration demonstrates a thorough, realistic and executable approach to supporting the Government's operation and maintenance concept as defined in the SOW.

Contractor Interim Support Services - The offeror's interim support services approach demonstrates a thorough, realistic, and executable plan to support fielded systems until organic support is fully established.

Configuration Management (CM) - The offeror's configuration management approach demonstrates a thorough understanding of the CM program objectives and task as defined in the SOW.

Warranty Performance - The offeror's warranty administration procedures and warranty claims procedures approach demonstrate a thorough understanding of the tasks and requirements. Warranty period meets minimum 3-year requirement as stated in the SOW. Procedures should not create an undue burden for the user.

**M-3.1.b. Factor T.2 - Integrated Logistic Support (Cont'd)**

Technical Publications - The offeror's experience and approach to developing Technical manuals demonstrates an effective, realistic and timely approach to provide Technical Pubs concurrent with system fielding.

Hazardous Materials Management Program (HMMP) - The offeror's HMMP approach demonstrates a thorough knowledge and analyses of hazardous material identification, management and mitigation.

Reliability and Maintainability - The offeror's reliability and maintainability approach demonstrated a thorough analyses and realistic prediction based on the offeror's proposed design and integration.

NOTE 1: Innovative approaches, which meet or exceed the system logistic support requirements, will receive a higher score.

**M-3.1.c. Factor T.3 - Software Program Planning**

The Government will evaluate the offeror's approach to Software Program Planning. As a minimum, the offeror's software program plan summary shall demonstrate that the overall software acquisition management and procedures necessary to achieve an effective, efficient software acquisition/development plan, meet or exceed the requirements specified in the TSM Performance Specification. The offeror's strategy will be evaluated specifically based on his ability to accomplish the following:

Software program planning strategy  
Software architecture and design strategy  
Software test approach  
Software transition strategy

Streamlined software documentation alternatives that address all topics required by the SOW and CDRLs will receive a higher score.

**M-3.2 MANAGEMENT AREA**

There are four factors in the Management area. The four factors are of equal importance.

- M.1 Integrated Master Plan (IMP) and Integrated Master Schedule (IMS)
- M.2 Personnel
- M.3 Teaming Arrangements
- M.4 Business Practices

**M-3.2.a. Factor M.1 - IMP and IMS**

The Government will evaluate the offeror's IMP to be complete, comprehensive, and executable. The Government will assess the overall management approach to planning, establishing, and implementing all areas of the TSM program in accordance with the requirements in the RFP. The Government will evaluate the integration of tasks, their associated milestones, and entrance/exit criteria, and their interrelationships and traceability to the IMS, WBS, SOW, and PS. The Government will evaluate the ability of the offeror's organization and management processes to support the TSM program, from development through Production. The Government will evaluate the degree to which the offeror's component selection demonstrates sound business and technical judgment.

The Government will evaluate the offeror's proposed IMS resources to be complete, comprehensive, and realistic. The Government will evaluate the integration of these resources with the planned tasks, associated milestones, entrance/exit criteria, their interrelationships, and their traceability to the IMP over the critical path of the proposed program depicted in the charted program layout.

**M-3.2.b. Factor M.2 - Personnel**

The Government will assess the offeror's ability to perform on this contract with adequately trained and experienced staff.

Key Personnel - The offeror's Program Manager meets the following minimum requirements:

Program Manager

- Experience - Minimum ten years program management experience
- Education - Minimum Master Degree

The Offeror's key personnel shall meet the requirements of paragraph 3.1.3.2 of the SOW and that Key Personnel be assigned to the TSM program from contract award through successful completion of all First Article Tests.

Personnel and Facilities - The offeror demonstrates that the facilities and personnel required for completion of this program are available in-house or from qualified subcontractors.

**M-3.2.c. Factor M.3 - Teaming Arrangements**

The Government will evaluate the strength of the business relationships and commitments of the offeror's technical team, including any teaming arrangements, interdivisional relationships, and relationships with major subcontractors (or anticipated subcontractors). The Government will evaluate the presence of these entities on the offeror's team to demonstrate some clearly defined benefit to program objectives. The extent of participation of small disadvantaged business concerns in performance of the contract shall be evaluated (FAR 15.304(c)(4)).

**M-3.2.d. Factor M.4 - Business Practices**

The Government will evaluate the offeror's understanding and use of effective IPPD/IPT processes and methods and their affect on achieving program objectives. The Government will evaluate the offeror's knowledge and application of innovative and state of the art design and management tools. The Government will evaluate the offeror's organizational structure and its proposed ability to accomplish program objectives across a wide-variety of functional issues. The Government will evaluate the offeror's understanding of CM within the realm and direction of Government acquisition reform, streamlining, and performance management. The Government will evaluate the strength of key position qualifications and the offeror's ability to satisfy them. The Government will evaluate requirements for unusual or unique facilities or capitol equipment the offeror deems necessary to complete the program. The Government will evaluate the offeror's proposed quality program.

**M-3.3 PAST PERFORMANCE AREA**

There is one factor in the Past Performance area:

**P.1 Relevant Experience****M-3.3.a. Factor P.1 - Relevant Experience**

The Government will focus its inquiry on the past performance of the offeror's and its proposed subcontractors' previous and current experience and performance on efforts which are of the same or similar complexity as effort required by the solicitation for similar/related cost efforts within the last 3 years. For an effort to be considered as "similar/related" it must involve related technologies and be performed by the same organizational entity. The past performance will be reviewed as it relates to all solicitation requirements, such as cost, schedule, and performance.

**M-3.3.a. Factor P.1 - Relevant Experience (Cont'd)**

The Government will evaluate the offeror's record of actively identifying potential problems, ability to resolve actual problems with minimal impact to contract performance parameters; ability to adhere to contract schedules including the administrative aspects of performance; the history for reasonable and cooperative approach to resolving program risks, commitment to customer satisfaction; and the general business-like concern for the interests of its customers. The Government will evaluate offeror's past performance risk based upon the quality of the offeror's relevant past performance as well as that of its proposed subcontractors. The Government will also use information included in the Contractor Performance Assessment Report (CPAR) database to assess contractor past performance and the past performance questionnaire associated with the TSM effort.

A minimum of three (3) detailed summaries of work similar in size, scope, and/or complexity to the TSM program should be provided. These summaries should identify specific work accomplished during the past three (3) years. The offeror may submit past performance information that is outside the three (3) year timeframe if it is pertinent and relevant to this procurement. Offeror's may use the relevant experience of key personnel that previously worked for other organizations. This section is limited to 20 pages and will not count against the total of 75 pages allotted to the rest of the technical volume. Detailed summaries must address the following:

Technical relevance to work anticipated under the TSM program;

Specific, quantifiable accomplishments or deliverables; and

Previous roles of Key Personnel, teammates, or others, with significant involvement in the offeror's TSM program.

Offerors shall provide a Past Performance Reference Matrix illustrating work similar in size, scope, and/or complexity and are recent and relevant to that defined for this effort, accomplished during the past three (3) years. Offerors shall ensure that accurate and concise information is provided for each reference and indicate whether the data is for the prime or the subcontractor. This information shall include:

- (1) Offeror's (or major subcontractor's) CAGE and contractor establishment code (CEC) numbers.
- (2) Government contracting activity, address, and telephone number.
- (3) Procuring Contacting Officer's name, telephone number, and FAX number.

**M-3.3.a. Factor P.1 - Relevant Experience (Cont'd)**

(4) Government or commercial contracting activity technical representative or contracting officer representative (COR), telephone number, and FAX number.

(5) Government contract administration activity and the name, telephone number, and FAX number of the administrative contracting officer (ACO) and the Chief of Program and Technical support.

(6) Contract number

(7) Program title

(8) Contractor/subcontractor place of performance

(9) Contract type

(10) Period of performance

(11) Awarded contract price

(12) Final or projected price or cost

(13) Original delivery date

(14) Final or projected delivery date

(15) Program description and relevancy. For each instance of past performance, provide a description of the effort, highlighting similarities and differences between that experience and the effort required under this solicitation.

(16) Technical Performance. Describe how well the product or system was compliant with contract requirements. Highlight and explain any deviations from the system performance requirements and the actions performed to mitigate and resolve these differences. Describe the timeliness and completeness of deliverables under that contract to the original product performance requirements. Identify and explain any cure notices received.

(17) Schedule and Cost Performance. Provide a narrative of the objectives achieved and any cost growth or schedule delays encountered. For any Government contracts that did not meet original requirements with regard to schedule and cost performance, provide a brief explanation for such shortcomings and any demonstrated corrective actions taken to avoid recurrence. Explain those processes now in place to prevent past problems and ensure such problems do not affect future performance on this proposed contract. Identify and explain any cure notices received as a result of schedule or cost performance.

**M-3.3.a. Factor P.1 - Relevant Experience (Cont'd)**

(18) Provide the above required information for any and all terminated Government contracts with the offeror, in whole or in part, for any reason during the past three (3) years. Include those efforts currently in the process of such termination as well as those that are not similar to the proposed effort.

(19) Provide a statement as to whether any claims or Requests for Equitable Adjustment (REA) against the Government have been made relating to the contract.

(20) New corporate entities may submit data on prior contracts involving its officers and employees. However, in addition to the other requirements in this section, offerors shall discuss in detail the role performed by such persons in the prior contracts.

(21) Offerors shall include in their proposal the written consent of their proposed significant subcontractors to allow the Government to discuss that subcontractor's past performance evaluation with the offeror's during negotiations (Note: Written permission from subcontractors is excluded from the page count).

(22) Offerors should identify other directly pertinent past history which indicates efforts of the same or similar complexity have been performed using the offeror's existing plant capabilities and demonstrate satisfaction of customer requirements.

**IN THE CASE OF AN OFFEROR WITHOUT A RECORD OF RELEVANT PAST PERFORMANCE OR FOR WHOM INFORMATION ON PAST PERFORMANCE IS NOT AVAILABLE, THE OFFEROR WILL NOT BE EVALUATED FAVORABLY OR UNFAVORABLY ON PAST PERFORMANCE.**

**M-3.4 COST/PRICE**

Cost/Price will be evaluated, but not rated. Offeror's pricing will be assessed on the basis of reasonableness, predicated upon its proposed solution.

**OTHER CONSIDERATIONS**

a. The Government urges offerors to submit their proposals based on the most favorable terms in order to reflect their best possible potential. The Government will view unrealistic proposals in terms of technical or schedule commitments, or lack of cost or price realism, as indicative of a lack of understanding of the complexity and risk in the contract requirements.

OTHER CONSIDERATIONS (Cont'd)

b. The Government reminds offerors that unsupported promises to comply with the contractual requirements are not sufficient. Proposals must provide convincing documentary evidence in support of any presumptive statements relating to promises of performance. The offeror shall support all claims by substantiated facts and data or the results of test, simulation, or analyses.

As prescribed by 52.215-1, the government may award on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

As prescribed in FAR 17.208(c)(1), the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

ADDENDUM A

Past Performance Questionnaire

Your assistance is requested by the Marine Corps Systems Command (CTQ) to assist with establishing the performance history for the contractor named below. Please complete this questionnaire and mail or FAX it to the following:

Commanding General  
Marine Corps Systems Command  
2200 Lester Street  
Quantico, VA 22134-6050  
Attn: Mr. Ira Patterson (703) 432-4336

When Complete, the information on this form is Source Selection Sensitive (41 USC 423); SAFEGUARD.

COMMENTS MUST BE PROVIDED FOR THIS DATA TO BE UTILIZED

Contractor Name & Address:	Contract No.:
	Contract Award Date:
	Completion Date:
	Contract Value:
	Type of Contract:
Evaluator Name/Title/Phone:	
Description of Contract Requirements:	

Evaluation:

A1. Quality of Products, Documents, Presentations, and Related Deliverables.

- N/A *Comments:*
- OUTSTANDING
- EXCEEDS EXPECTATIONS
- MEETS EXPECTATIONS
- UNSATISFACTORY

B1. Effectiveness of Program Management and Control.

- N/A *Comments:*
- OUTSTANDING
- EXCEEDS EXPECTATIONS
- MEETS EXPECTATIONS
- UNSATISFACTORY

B2. Timeliness of Performance for Services and Product Deliverables.

- N/A *Comments:*
- OUTSTANDING
- EXCEEDS EXPECTATIONS

- MEETS EXPECTATIONS
- UNSATISFACTORY

**ADDENDUM A (Cont'd)**

B3. Subcontractor Management/Parts and Support Base.

- N/A *Comments:*
- OUTSTANDING
- EXCEEDS EXPECTATIONS
- MEETS EXPECTATIONS
- UNSATISFACTORY

B4. Application of Cost as an Independent Variable (CAIV) and Life Cycle Costs (LCC).

- N/A *Comments:*
- OUTSTANDING
- EXCEEDS EXPECTATIONS
- MEETS EXPECTATIONS
- UNSATISFACTORY

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C1. Customer Satisfaction - Business/Contracting Relations.

- N/A *Comments:*
- OUTSTANDING
- EXCEEDS EXPECTATIONS
- MEETS EXPECTATIONS
- UNSATISFACTORY

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C2. Customer Satisfaction - Subcontracting Management and Attainment of Goals.

- N/A *Comments:*
- OUTSTANDING
- EXCEEDS EXPECTATIONS
- MEETS EXPECTATIONS
- UNSATISFACTORY

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C3. Customer Satisfaction - Interaction with Govt Staff and Flexibility.

- N/A *Comments:*
- OUTSTANDING
- EXCEEDS EXPECTATIONS
- MEETS EXPECTATIONS
- UNSATISFACTORY

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D1. Overall Satisfaction.

- N/A *Comments:*
- OUTSTANDING
- EXCEEDS EXPECTATIONS
- MEETS EXPECTATIONS
- UNSATISFACTORY

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D2. What are the company's strengths:

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D3. What are the company's weaknesses:

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General Comments:

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The information provided has been previously shared with the Contractor -

YES

NO